



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: CBA-1

December 22, 2016

NOTICE OF INVITATION FOR BIDS FOR AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

PLEASE TAKE NOTICE that Public Works requests Bid Submissions for a contract for Azusa/Covina/Claremont Street Sweeping Services (2016-PA034). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year renewal options. The total annual contract amount of this service for its initial term is estimated to be \$350,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting Bids may be requested from Ms. Jessica Dunn at (626) 458-4169, jdunn@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/cbad/servicecontracts>.

"Doing Business with DPW" Website Registration:

All interested bidders for this IFB are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this IFB through the DPW website will receive automatic notification when any update to this IFB is made. **County does not have an obligation to notify any bidders other than through the DPW website automatic notification system.**

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County LSBE, DVBE, and SE Preference Program require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE's, such as a 15 percent price preference, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being a County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

There is no mandatory conference or walk-through for this solicitation; however, it is the Bidders' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations before submitting their bid.

All interested firms that are included in the Qualified Contractors List resulting from Request for Statement of Qualifications (RFSQ) for Street Sweeping Services (2015-SQPA004) are invited to submit a Bid provided that they meet the Minimum Requirements identified in this IFB.

Minimum Requirements: At the time of Bid submission, Bidders must meet all minimum requirements set forth in the RFSQ and IFB document including, but not limited to:

The use of Subcontractors is prohibited for this service.

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

A. Bid Submission Requirements:

Bids will be reviewed on a Pass/Fail basis concerning the items listed below. Bids not meeting all of these requirements may be rejected as nonresponsive. All responsive bids will be evaluated according to Section B, Bid Selection.

1. Bidder has completed and signed all requested forms listed in this IFB, Part I, Forms.
2. Bidder has demonstrated that it complies with all minimum requirements as outlined in the Minimum Mandatory Requirements. **(Please use Form PW-19.1, Proposer's Compliance with the Minimum Mandatory**

Requirements, and include a detailed narrative in your bid to support the minimum mandatory requirement.)

3. Bids shall be submitted with **five** complete sets of the Bid that includes all related information in the following formats:
 - Paper: One original and two copies.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.
 - One redacted electronic copy - Bidder shall redact any trade secret, confidential, proprietary, or other personal information from the Bid, such as Social Security numbers.

The deadline to submit written questions for a response is **Thursday, December 29, 2016, at 5:30 p.m.** All Bidders on the Qualified Contractor List will be given a copy of all questions and answers for their information via e-mail only.

The deadline for Bid Submission is Thursday, January 12, 2017, at 5:30 p.m. Please direct your questions to Ms. Dunn at the number listed on the previous page. Bids must be submitted to the County of Los Angeles Department of Public Works Cashier's Office, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Bidder and this IFB. Bids are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

Bidders are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contacts regarding this IFB or any matter relating thereto must be in writing and may be mailed or e-mailed to:

County of Los Angeles Department of Public Works
Contracts & Business Affairs Division – 8th Floor
Attention Ms. Jessica Dunn
P.O. Box 1460
Alhambra, CA 91802-1460

E-mail: jdunn@dpw.lacounty.gov
Telephone: (626) 458-4169

If it is discovered that a Bidder contacted and received material information from any County personnel other than the Contract Analyst named in the Notice of IFB and above, regarding this solicitation, the County, in its sole determination, may disqualify their Bid from further consideration.

B. Bid Selection:

All responsive submitted Bids will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

Proposed Price (100 points)

The proposed price should accurately reflect the Bidder's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the Local Small Business Preference, Social Enterprise Preference, or the Disabled Veteran Business Enterprise Preference, as applicable.

- LSBE, DVBE, or SE Preference Program: To the extent permitted by State and Federal law, should one or more of the Bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest average price proposed will be calculated, which shall not exceed \$150,000 and that amount will be deducted from the average total prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE, Preference. The LSBE, DVBE, or SE Preference will not reduce or change the Bidder's payment, which is based on the Bidder's bid amount.

Subject to such adjustment(s), the lowest average total Proposed Price quoted in the Schedule of Prices (Forms 2.6) will receive the full weight of this evaluated item. Other Bids will receive a prorated score calculated as follows: divide the lowest Average Total Proposed Price by each other Bidder's Average Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion. The Bid with the lowest Average Total Proposed Price may not necessarily be awarded a contract.

C. Invitation for Bids:

- All definitions, provisions, requirements and rules of interpretation set forth in the RFSQ, including Addenda to the RFSQ for the Contract for Street Sweeping Services (2015-SQPA004), also apply to this IFB.
- The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AE-3.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read "Pat Proano". The signature is written in a cursive, flowing style.

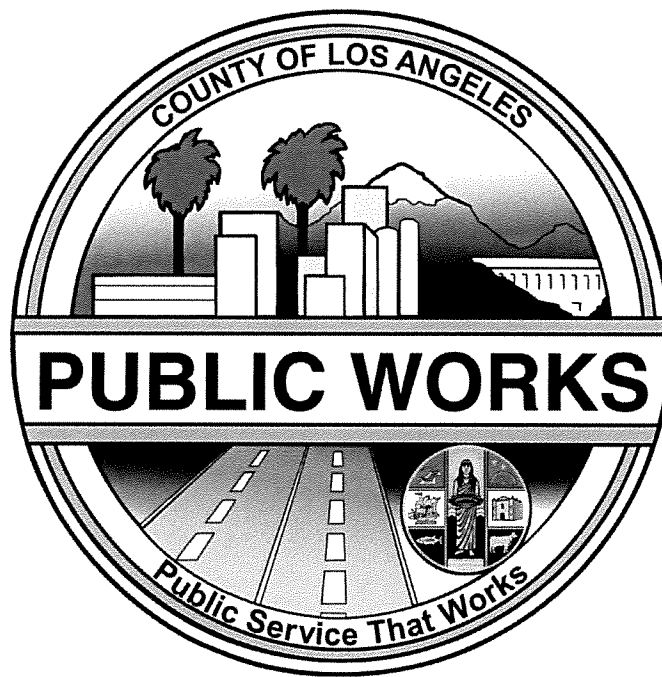
PAT PROANO
Deputy Director

JC

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
INVITATION FOR BIDS
FOR
AZUSA/COVINA/CLAREMONT
STREET SWEEPING SERVICES
(2016-PA034)



Approved 12/15/16, 2016
Gail Farber
Director of Public Works

By: *Pat Doano*
Deputy Director

INVITATION FOR BIDS
FOR
AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES
(2016-PA034)

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SCHEDULE OF PRICES

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2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	27	\$	\$
TOTAL ANNUAL PROPOSED PRICE					\$

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PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
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SUMMARY SHEET OF SCHEDULE OF PRICES**FOR****AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)**

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

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

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

ITEM	TERMS	ANNUAL PRICE
1	STREET SWEEPING SERVICES SOUTH WHITTIER (Initial Term)	\$
2	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 1)	\$
3	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 2)	\$
4	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 3)	\$
5	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 4)	\$
TOTAL PRICE FOR YEARS' 1 THROUGH 5		\$
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)		\$

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

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

- I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

FORM PW-9.1 (Supplemental)

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

FIRM NAME:

My County (WebVen) Vendor Number:

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> 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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

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

Authorized Signature:	Title:	Date:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

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

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS
AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES
(2016-PA034)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

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

Bidder or Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*

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

☐ No. Bidder or its managing employee does not meet the experience requirement stated above.

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

Signature	Title
Firm Name	Date

FORM PW-20.1 (Supplemental)

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

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

[illegible]

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
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

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

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

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

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

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

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury 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

PROPOSER'S EMPLOYEE BENEFITS**Proposer:** _____**Name of Proposer's Health Plan:** _____ **Date:** _____**Medical Insurance/Health Plan:**

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Annual Deductible
Employee \$ _____ Family \$ _____

Coverage (✓)

_____ Hospital Care (In Patient _____ Out Patient _____)
 _____ X-Ray and Laboratory
 _____ Surgery
 _____ Office Visits
 _____ Pharmacy
 _____ Maternity
 _____ Mental Health/Chemical Dependency, In Patient
 _____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

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

** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation projected profit, 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.

Date _____

[illegible]

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

** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.), hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

Date _____

PAGE 2 OF 10

(7/1/18 - 12/31/18)

POSITION/TITLE *	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (28 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
(LIST EACH EMPLOYEE SEPARATELY)											

* All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Date _____

POSITION/TITLE *	HOURS PER DAY						HOURS PER WEEK	APPROXIMATE HOURS (26 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI				
(LIST EACH EMPLOYEE SEPARATELY)										\$
										\$
										\$
										\$
										\$
										\$
										\$
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										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
Comments/Notes:										\$
								Total Salaries		\$
	(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		\$

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

PAGE 4 OF 10

[illegible]

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

Date _____

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

** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

Name of Bidder

Date _____

[illegible]

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

** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

Date _____

[illegible]

[illegible]

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

PAGE 9 OF 10

[illegible]

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

Date _____

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

AZUSA/COVINA/CLAREMONT
STREET SWEEPING SERVICES (2016-PA034)

AGREEMENT FOR AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES
(2016-PA034)

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SAMPLE AGREEMENT FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2017, hereby agrees to provide services as described in this Contract for Azusa/Covina/Claremont Street Sweeping Services (2016-PA034)

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

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid Submission and attached hereto as Forms PW-2.1 – 2.5, an amount not to exceed \$ _____ per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on _____ or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

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

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

ELEVENTH: (The following provision will be applicable if, at the time of Bid submission, the Proposer is purchasing fuel using Market Prices.) The Director may adjust 5 percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United 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 (LPG) 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 (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used beginning on the month of this Contract's start date and thereafter at each successive six month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit H. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

[OR]

ELEVENTH: (The following provision will be applicable if, at the time of Bid submission, the Proposer has a long-term agreement for fuel purchases with a fuel supplier.) The Director may adjust 5 percent of the hourly rate of compensation set forth in the applicable Form PW-2 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s) is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the California Public Records Act. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit H. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit H. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using a long-term agreement to purchasing fuel utilizing Market Prices.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on a percentage change in disposal fee during the life of this

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

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

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

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

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.

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

AZUSA/COVINA/CLAREMONT AREA STREET SWEEPING SERVICES (2016-PA034)

A. Public Works Contract Manager

Public Works Contract Manager will be: Mr. Edward Lee of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: elee@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of Contractor. From time to time, Public Works may change the Contract Manager. The Contractor shall be notified in writing when there is a change in the Contract Manager.

B. Work Location

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

C. Request of Work from Contractor

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

D. Contract Cost

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

E. Work Description

The Contractor shall sweep and/or clean once a week, or as specified, all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit H, Area Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of a single swept path, both brooms down, on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour.

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

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

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

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

F. Work Schedule

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

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

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

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours. After the contract has been awarded, a list of posted streets shall be provided to the Contractor.
2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: <http://ladpw.org/epd/cleanla/default.html>.
3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
5. Major highways shall not be swept during peak traffic hours.
6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
7. Street sweeping shall be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

G. 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 Contactor has been awarded this contract, the said Contactor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

H. 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 immediately be stopped. The Contractor shall be paid for sweeping performed before the call was made to stop sweeping.

I. Holidays

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

J. Standard of Performance

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

K. Contractor's Sweepers Mandatory Requirements

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-20.1)

L. Disposal of Refuse and Debris

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

debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. The Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

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

M. Utilities/Water

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

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Right of Way

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

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

P. 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

these Plans and Specifications. The Contractor shall promptly comply with instructions from the Contract Manager or authorized representative.

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

Q. Best Management Practices

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

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

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

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

WASTE MANAGEMENT

CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

- CD18(2) Vehicle and Equipment Cleaning
- CD19(2) Vehicle and Equipment Fueling
- CD20(2) Vehicle and Equipment Maintenance

TRAINING

- CD40 Employee/Subcontractor Training

PHYSICAL STABILIZATION

- CD26A(2) Soil Stabilizer/Dust Control

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

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

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2.1 through PW-2.5, Schedule of Prices. Should the Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and the Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by the Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to the Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess the Contractor, as liquidated damages, \$1,000 for each calendar day that the Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with

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

R. Execution of Work

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

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

S. Inspection and Acceptance of the Work

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

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

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

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

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

T. Suspension of Work

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

U. Noncompliance with Plans and Specifications

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

V. Contractor's Equipment Compliance with Laws and Regulations

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

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

W. Global Positioning System

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

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

X. Reports

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

1. Curb Miles and Paved Alley Miles swept each day.
2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
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.

Y. Measurement

The Contractor is required to design an approved weekly "alternate day" sweeping schedule for all areas. There is no separate bid item for creating this schedule.

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

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

Z. Contractor's Representative

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

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

AA. Quality Control

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

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

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

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

BB. Plans and Specifications

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

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

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

CC. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, as appropriate.

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

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

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

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

DD. Changes Resulting from Schedule Disruption

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

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph J, Standard of Performance, and shall be performed by the Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph CC, Additional Sweeping.

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

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

EE. Changes Resulting from Added or Deleted Streets

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

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

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

FF. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior

to the expiration date of this Contract. The Curb Mileage of the streets and alleys, within the incorporated area, that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

GG. Changed Conditions

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

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

HH. Communications and Public Relations

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

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

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

II. Special Safety Requirements

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

JJ. Project Site Safety

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

KK. Project Safety Official

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

LL. Automated Parking Enforcement System (Photo Enforcement System)

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

MM. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquated damages is specified.

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

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EXHIBIT B-E

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

See RFSQ for Street Sweeping Services (2015-SQPA004), Addendum 1, and Addendum 2 for the above exhibits that are incorporated here by reference.

PERFORMANCE REQUIREMENTS SUMMARY

EXHIBIT F.1

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

EXHIBIT F.1

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

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

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

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

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

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

Proposal due date: November 2007

One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007¹ 173.7 cents per Gallon

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

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

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

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

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

= (5% 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 2007¹ 173.7 cents per Gallon

Propane (Commercial/Institutional) – April 2009² 218.7 cents per Gallon

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

[(218.7 - 173.7) / 173.7] 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 2007¹ 173.7 cents per GallonPropane (West Coast) – April 2009² 218.7 cents per GallonPercent 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).

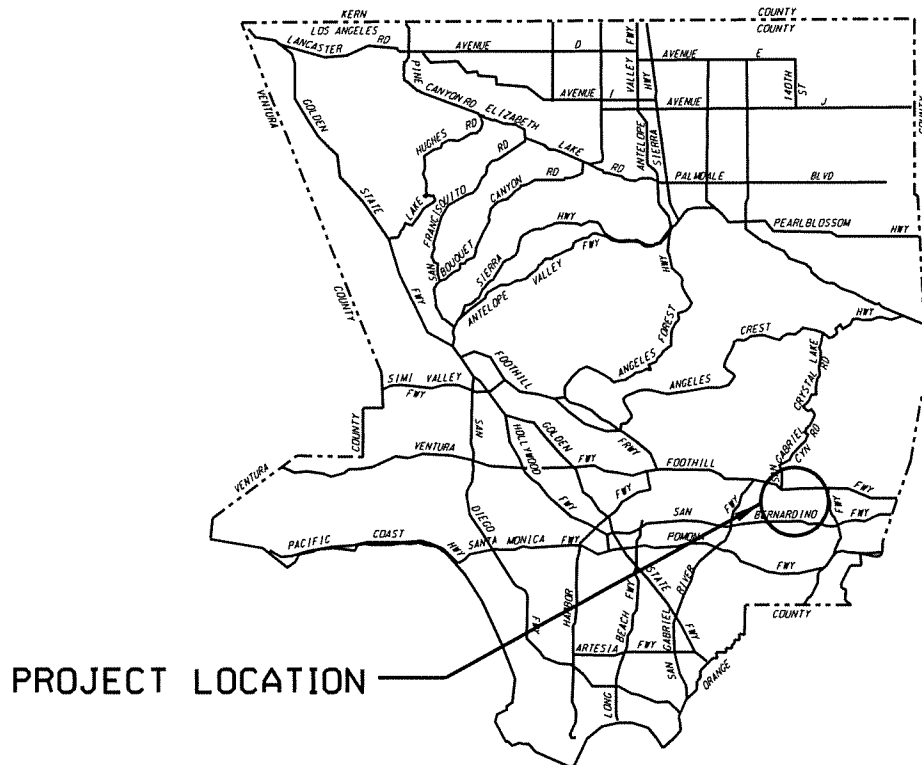
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1506008

PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

AZUSA / COVINA / CLAREMONT AREA STREET SWEEPING

TOTAL LENGTH = 207 MILES



VICINITY MAP
No Scale

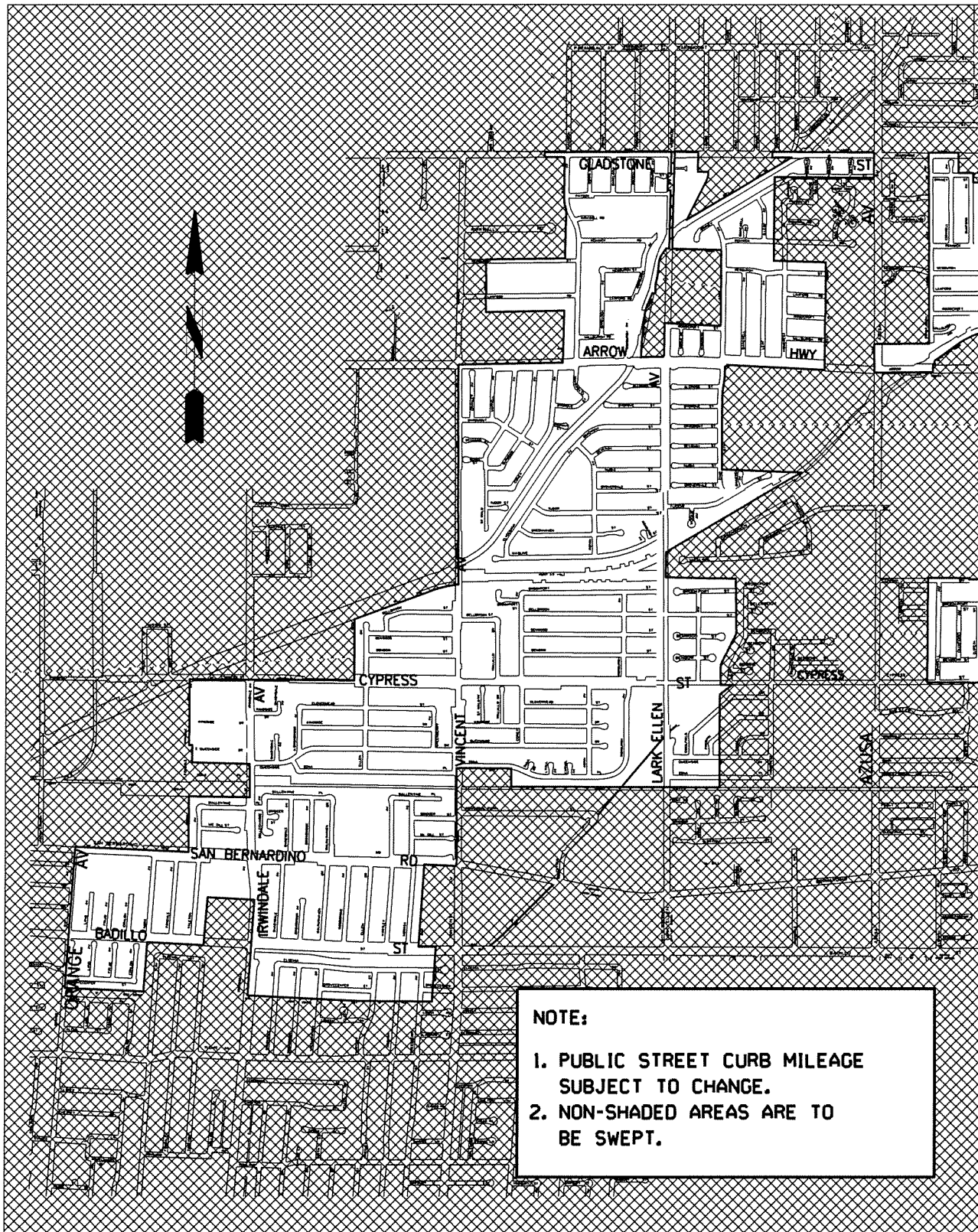


INDEX OF SHEETS

SHEET 1 Title Sheet
SHEET 2 - 11 Location Maps
SHEET 12 Summary, Alleys & Medians

REFERENCES THOMAS GUIDE AS SHOWN
ROAD DISTRICT 118, 518

APPROVED	Gail Farber	DIRECTOR OF PUBLIC WORKS
DEPUTY DIRECTOR		DATE
SUBMITTED		
ASST. DEPUTY DIRECTOR-RO. MAINT. DIV.		DATE
REVIEWED		
DISTRICT ENGINEER-RO. MAINT. DIST. 1		DATE
PROJECT ENGINEER	C.E. NO.	DESIGNER
E. LEE	C 72035	E. LEE
CHECKER	SHEET 1 OF 12 SHTS.	
S. HOURANY	JOB R31061012	



SEE SHEET 3

NOTE:

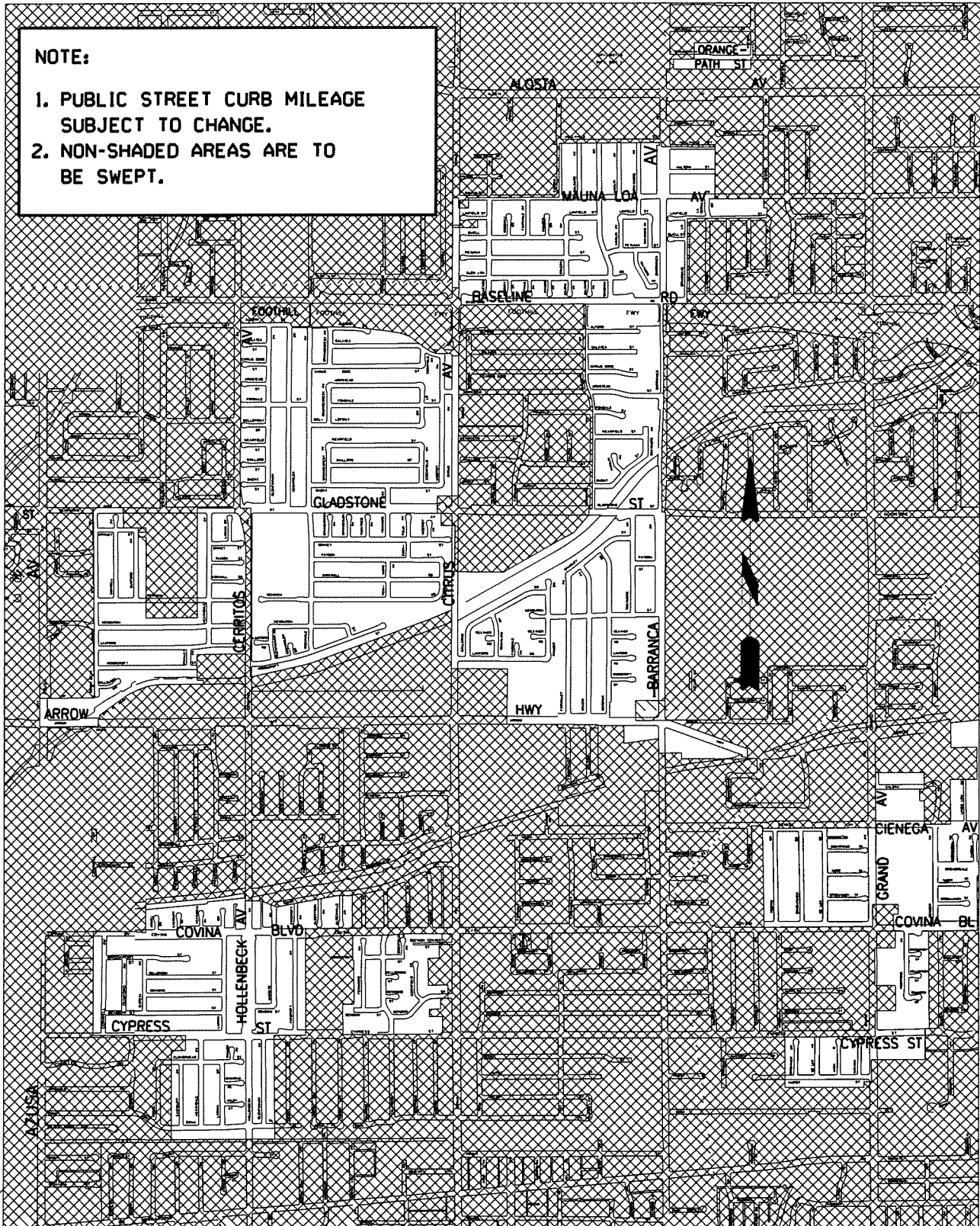
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SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO
BE SWEEP.

PROJECT NAME		AZUSA/COVINA/CLAREMONT STREET SWEEPING				PROJECT I.D. No.	
PROJECT ENGINEER		E. LEE		LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1		SCALE	SHEET
		C.E. NO. C 72035		T.G. 598		NONE	2 OF 12

SEE SHEET 7

NOTE:

1. PUBLIC STREET CURB MILEAGE
SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO
BE SWEPT.



SEE SHEET 4

SEE SHEET 2

PROJECT NAME	AZUSA/COVINA/CLAREMONT STREET SWEEPING					PROJECT I.D. No. RMD1506008	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 569,598,599	FILENAME	SCALE NONE	SHEET 3 OF 12

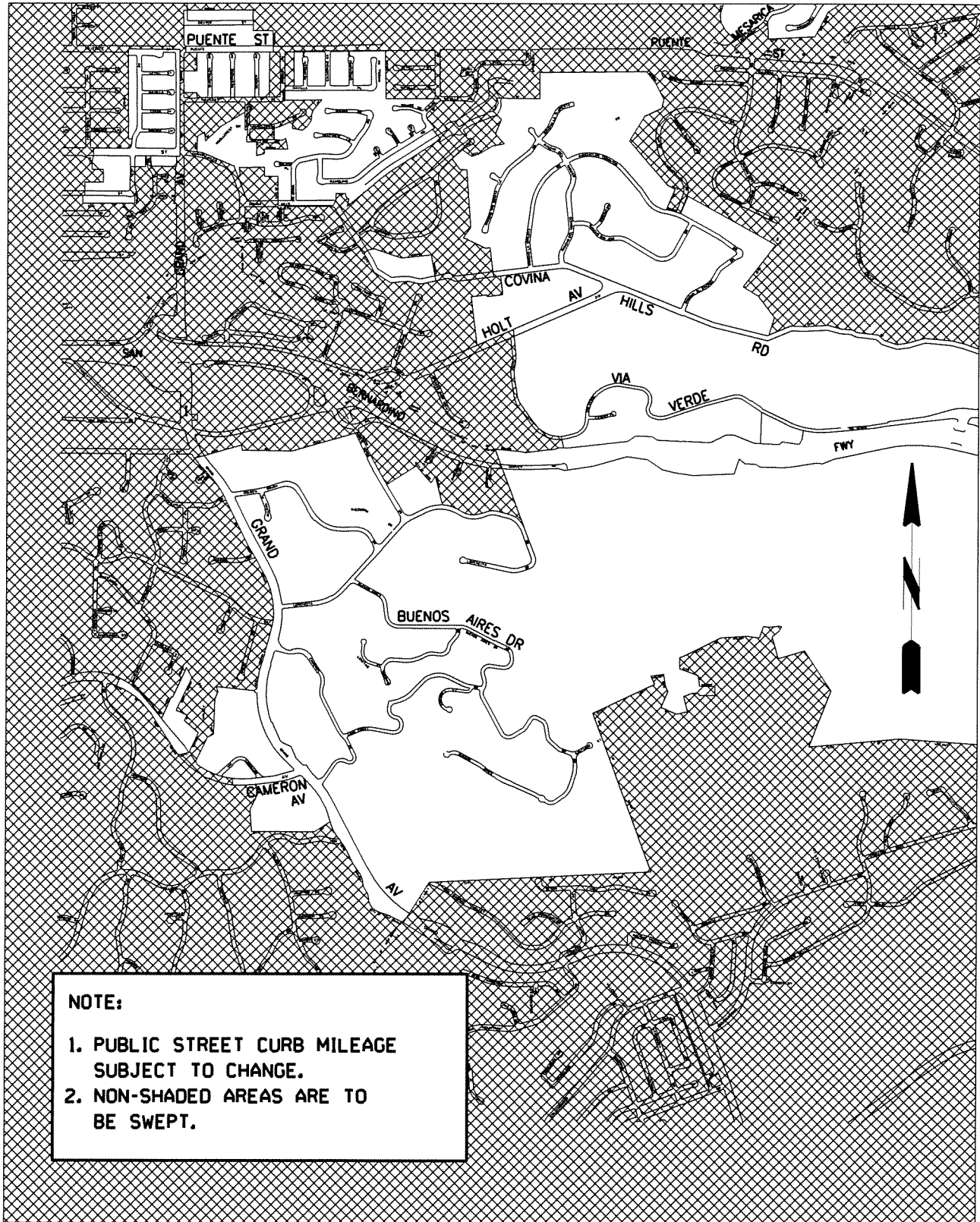
NOTE:

1. PUBLIC STREET CURB MILEAGE
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PROJECT NAME					AZUSA/COVINA/CLAREMONT STREET SWEEPING			PROJECT I.D. No. RMD1506008		
PROJECT ENGINEER		E. LEE		C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1		T.G. 599	FILENAME	SCALE NONE	SHEET 4 OF 12

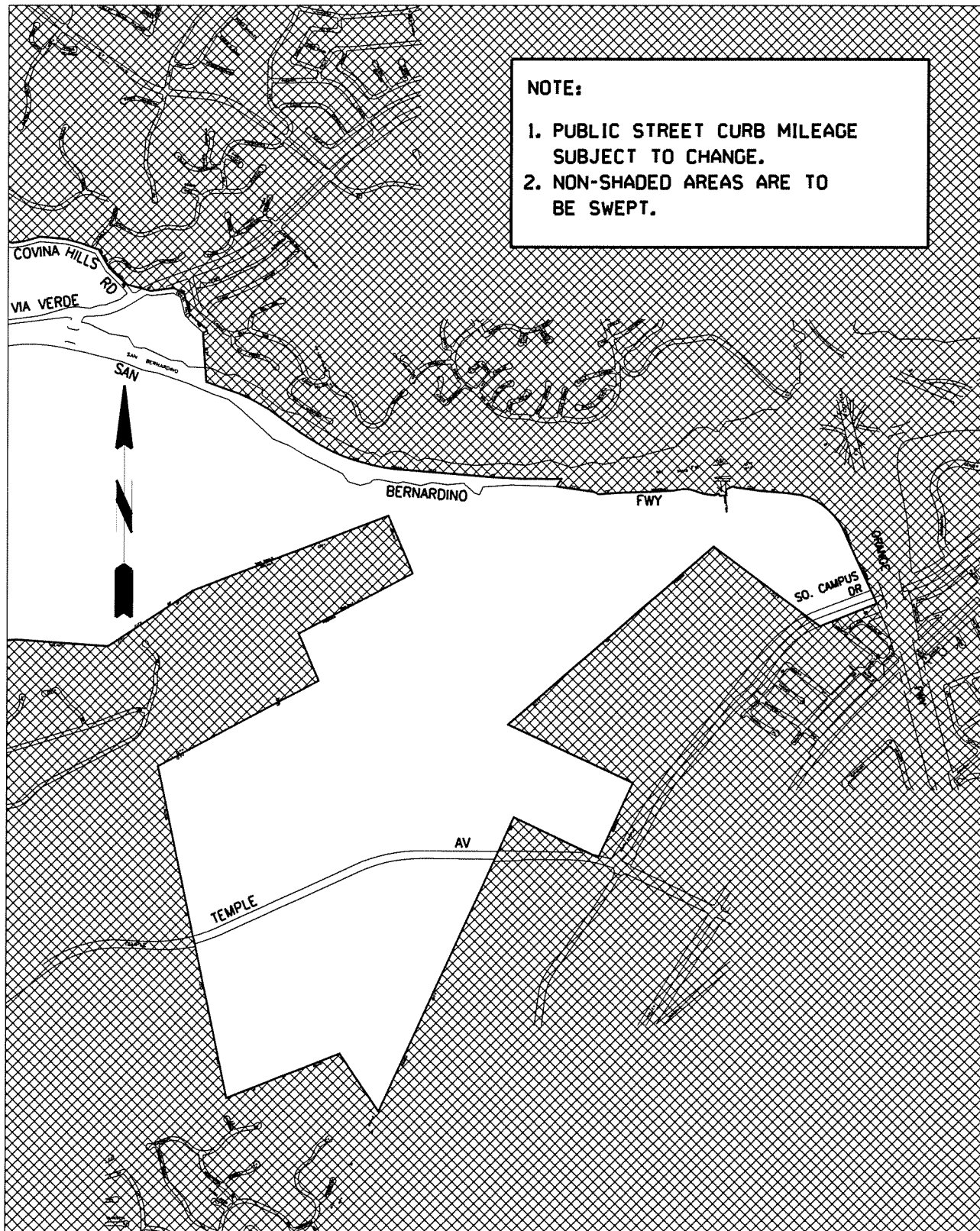
SEE SHEET 4



SEE SHEET 6

PROJECT NAME	AZUSA/COVINA/CLAREMONT STREET SWEEPING					PROJECT I.D. No. RMD1506008	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.O. 599,639	FILENAME	SCALE NONE	SHEET 5 OF 12

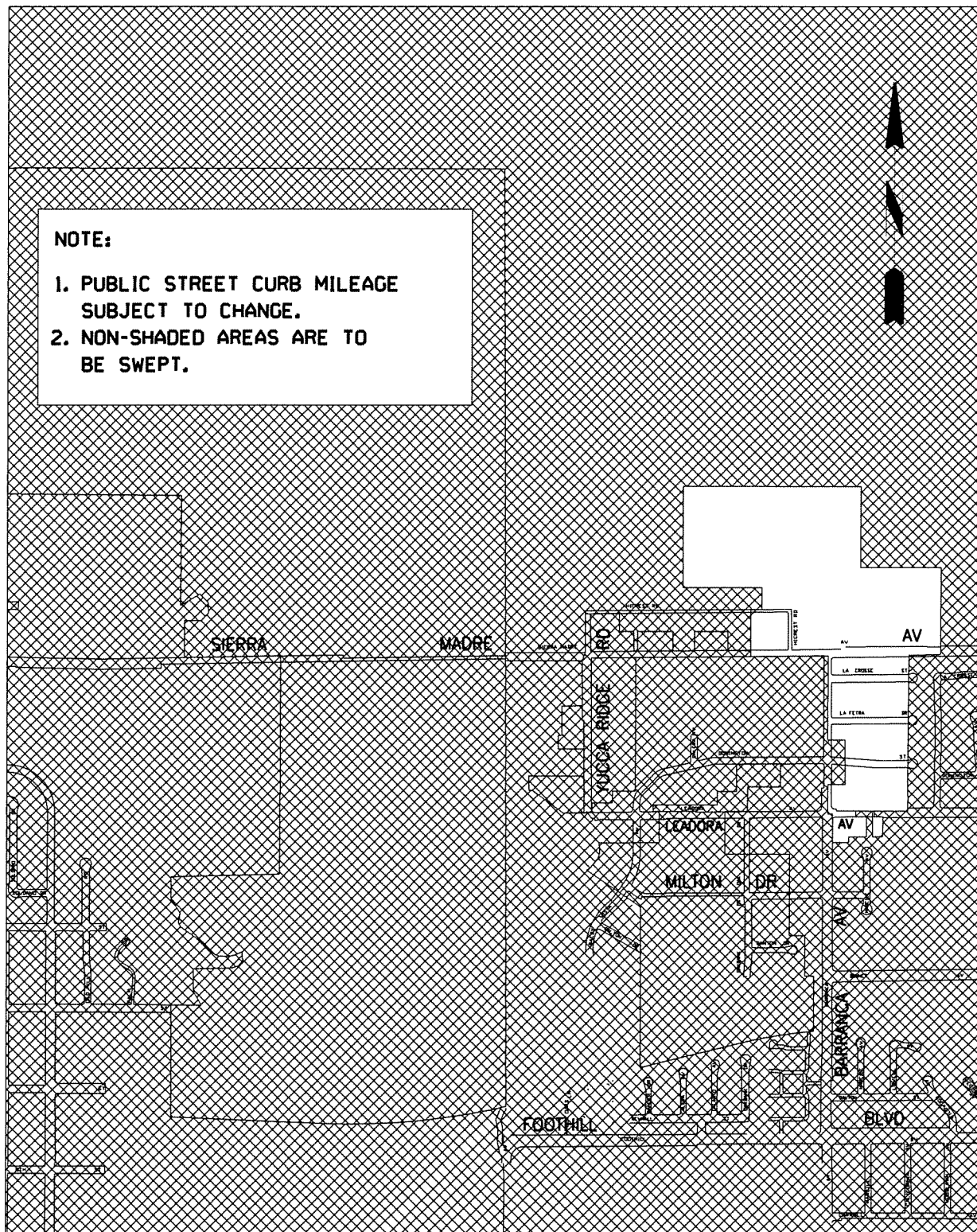
SEE SHEET 5



PROJECT NAME	AZUSA/COVINA/CLAREMONT STREET SWEEPING					PROJECT I.D. No. RMD1506008	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 639,640	FILENAME	SCALE NONE	SHEET 6 OF 12

NOTE:

1. PUBLIC STREET CURB MILEAGE
SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO
BE SWEEPED.

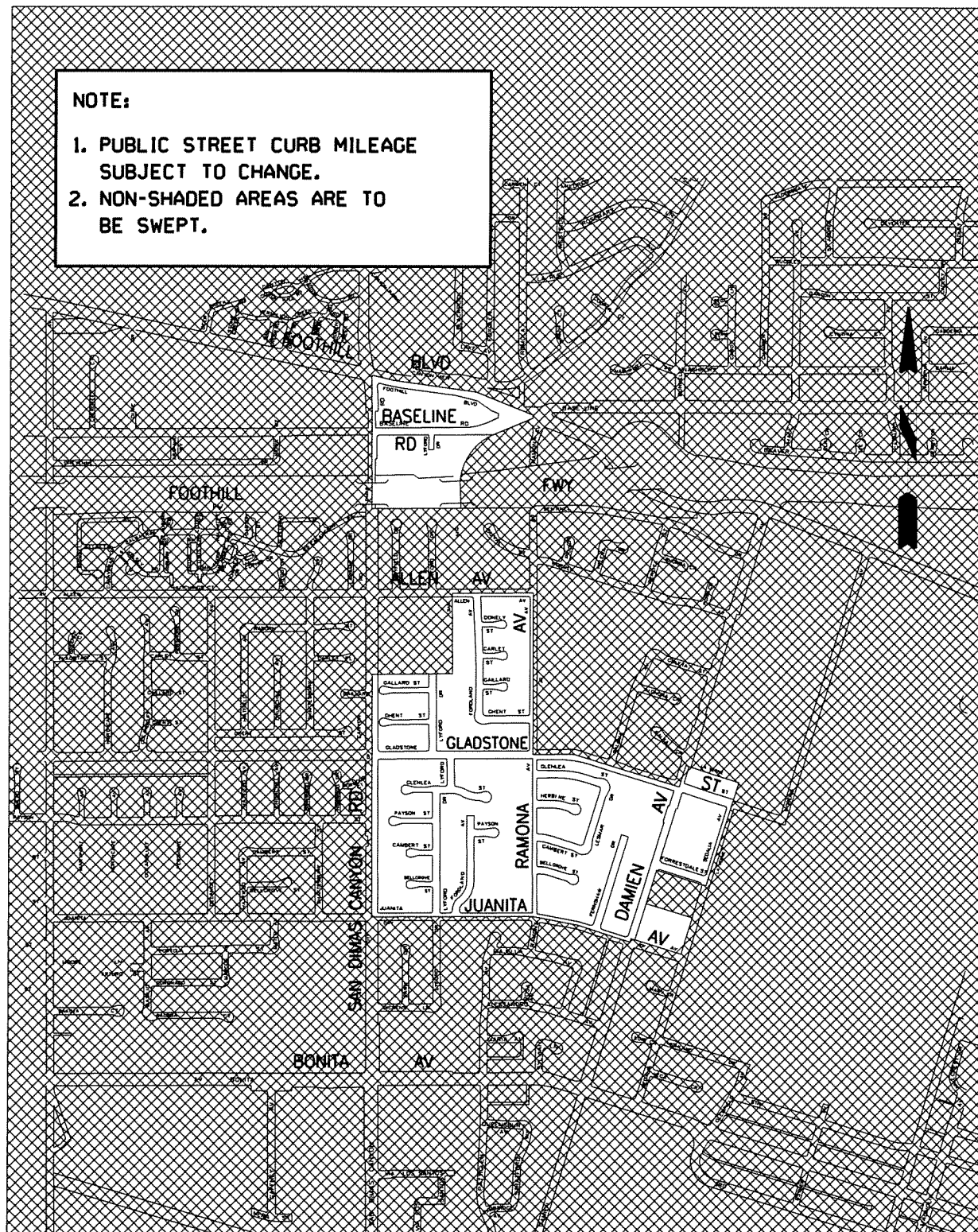


SEE SHEET 3

PROJECT NAME		AZUSA/COVINA/CLAREMONT STREET SWEEPING					PROJECT I.D. No.	
							RMD1506008	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT I	T.G. 569	FILENAME	SCALE NONE	SHEET 7 OF 12	

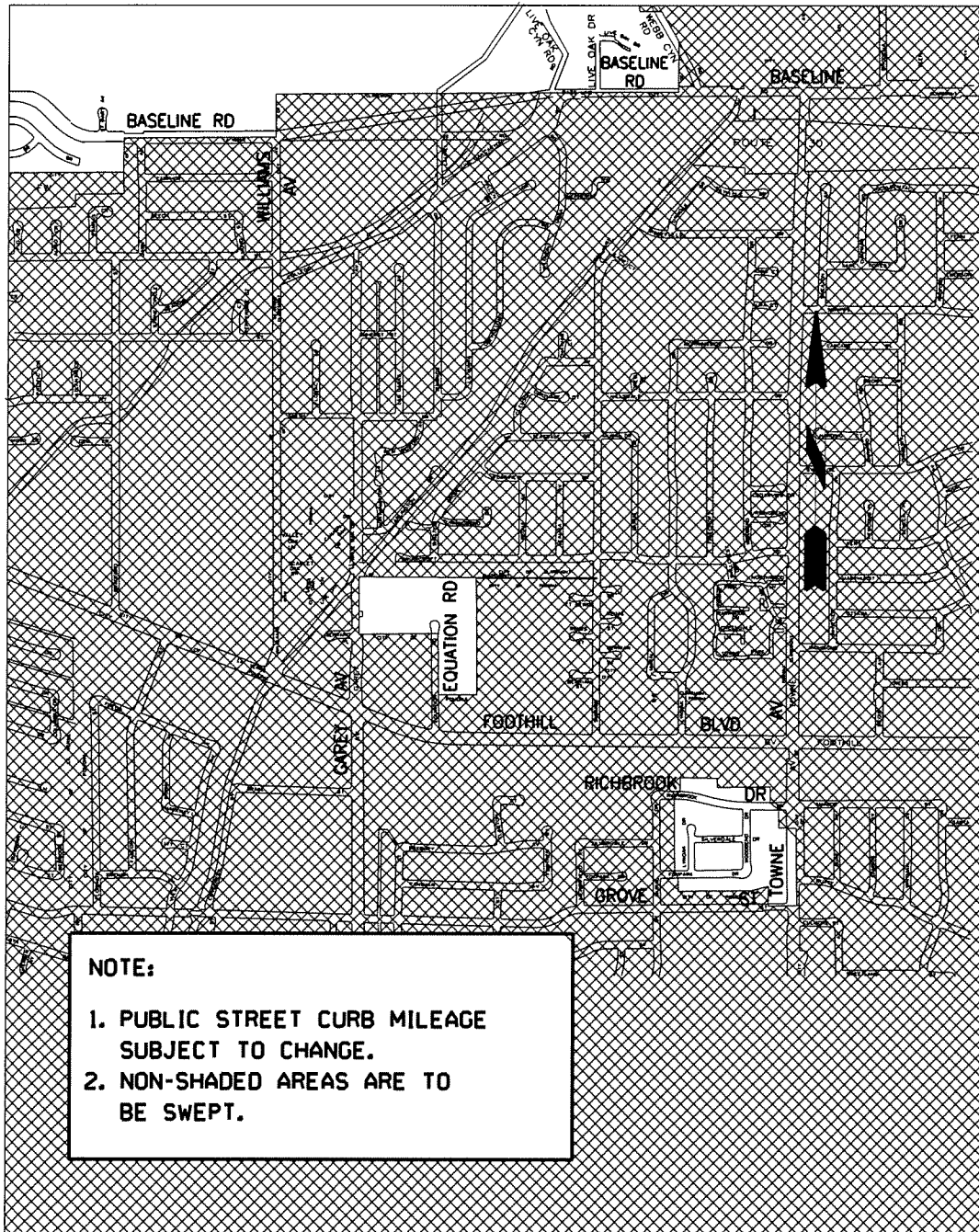
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SUBJECT TO CHANGE.
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BE SWEPT.



PROJECT NAME		AZUSA/COVINA/CLAREMONT STREET SWEEPING				PROJECT I.D. No. RMD1506008	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 570.600	FILENAME	SCALE NONE	SHEET 8 OF 12

SEE SHEET 10



NOTE:

1. PUBLIC STREET CURB MILEAGE
SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO
BE SWEEP.

PROJECT
NAME

AZUSA/COVINA/CLAREMONT STREET SWEEPING

PROJECT I.D. No.
RMD1506008

PROJECT
ENGINEER

E. LEE

C.E. NO.
C 72035

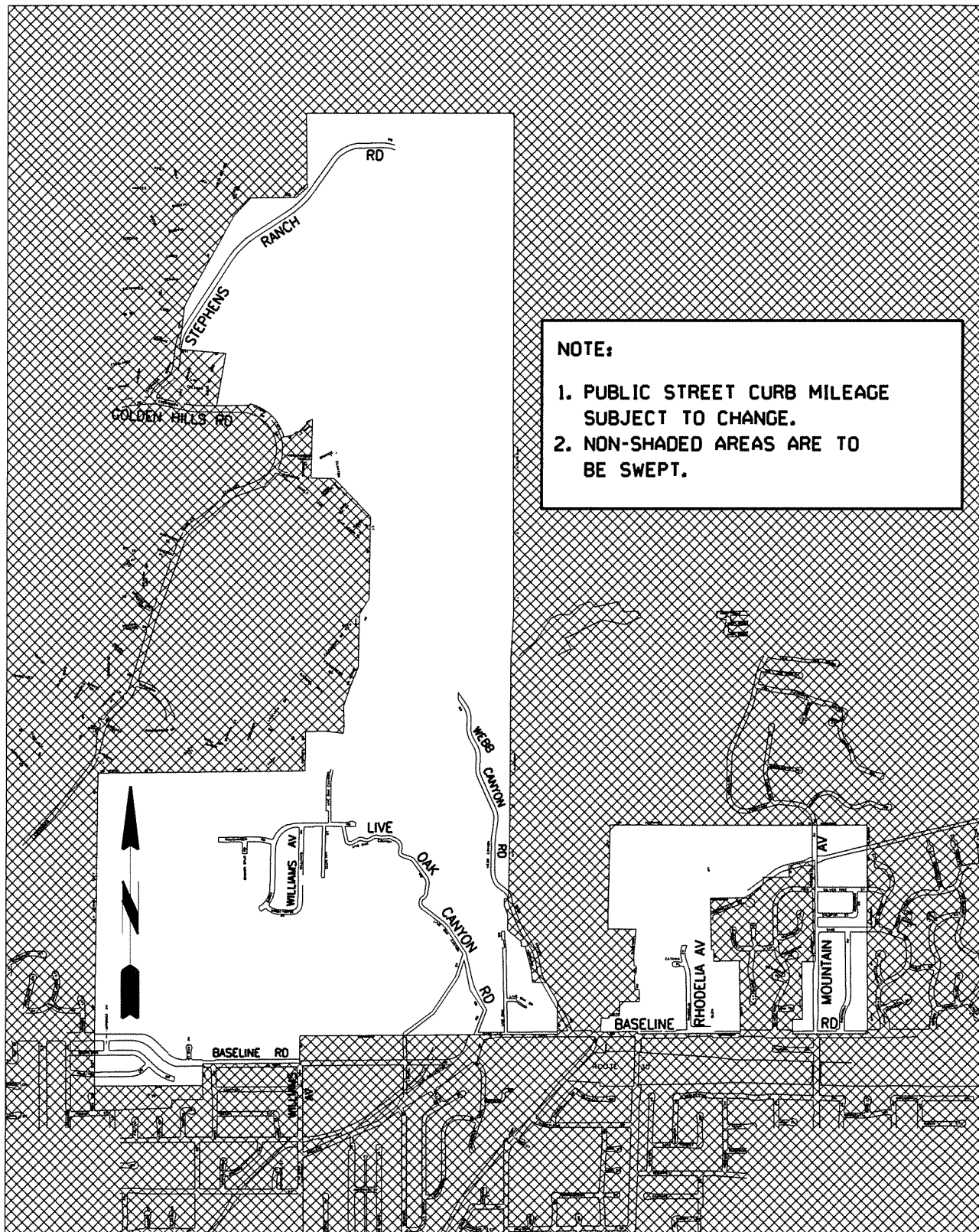
LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G.
600,601

FILENAME

SCALE
NONE

SHEET
9 OF 12



SEE SHEET 11

SEE SHEET 9

PROJECT NAME		AZUSA/COVINA/CLAREMONT STREET SWEEPING				PROJECT I.D. No.	
PROJECT ENGINEER		E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 570,571	FILENAME	SCALE NONE
							SHEET 10 OF 12

SUMMARY OF MILES

<u>TYPE</u>	<u>CURB MILES</u>
Streets and Highways	194.01
Raised Curbed Medians	12.48
Paved Alleys	<u>0.51</u>
TOTAL MILES TO BE SWEEPED: 207.00	

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE
NON-SHADED AREAS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEEPED WEEKLY.

ALLEYS

(TO BE SWEEPED EVERY WEEK)

<u>ALLEY LOCATION</u>	<u>LIMITS</u>	<u>CURB MILES</u>
Alley S/o Gladstone St.	Lark Ellen Av. to 200' E/o Lark Ellen Av.	0.08
Alley W/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley E/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley S/o Cienega Av.	De Lay Av. to 295' E/o De Lay Av.	<u>0.11</u>
TOTAL PAVED ALLEY MILES:		0.51

CURBED MEDIANS

(TO BE SWEEPED EVERY WEEK)

<u>STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>MILES</u>
Arrow Highway	Azusa Av. to Big Dalton BW	Both	0.08
Arrow Highway	430' W/o Barranca Av to Barranca Av.	Both	0.16
Arrow Highway	Barranca Av. to 175' E/o Barranca Av.	Both	0.07
Arrow Highway	Glendora Av. to Valley Center Av.	Both	3.17
Azusa Av.	230' N/o Arrow Hy. To Arrow Hy.	Both	0.09
Badillo St.	Orange Av. to 300' W/o Vincent Av.	Both	1.73
Badillo St.	400' W/o Lyman St. to Lyman St.	Both	0.16
Badillo St.	Sunflower Av. to 355' E/o Sunflower Av.	North	0.07
Badillo St.	Sunflower Av. to 771' E/o Sunflower Av.	South	0.14
Badillo St.	235' W/o Castlevue Av. to Valley Center Av.	North	0.12
Barranca Av.	194' S/o Armstead St. to Gladstone St.	Both	0.33
Grand Av.	Cienega Av. to Covina Bl.	Both	0.47
Grand Av.	Cypress St. to 325' S/o Cypress St.	Both	0.12
Grand Av.	Puente Av. to Rowland Av.	Both	0.42
Grand Av.	Virginia Av. to 2150' S/o Cameron Av.	Both	2.50
Irwindale Av.	Queenside Dr. to Badillo St.	Both	0.40
Lark Ellen Av.	Woodcroft St. to Arrow Hy.	Both	0.13
Temple Av.	4500' E/o Grand Av. to 8591' E/o Grand Av.	Both	1.86
Towne Av.	195' S/o Richbrook Dr. to Grove St.	Both	0.19
Via Verde	725' W/o Covina Hills Rd. to Covina Hills Rd.	Both	<u>0.27</u>
TOTAL CURB MILES:			12.48

PROJECT NAME AZUSA/COVINA/CLAREMONT STREET SWEEPING				PROJECT I.D. No. RMD1506008		
PROJECT ENGINEER E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT I	T.G.	FILENAME	SCALE NONE	SHEET 12 OF 12