



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

Dean D. Efstathiou, Acting Director

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April 23, 2008

IN REPLY PLEASE

REFER TO FILE: **AS-0**

REQUEST FOR PROPOSALS – ADDENDUM 1 STREET SWEEPING SERVICES IN SOUTH WHITTIER (2008-PA025)

Thank you for attending our mandatory Proposers' Conference for Street Sweeping Services in South Whittier (2008-PA025) on Thursday, April 17, 2008. The following clarifications have been made to the Request for Proposals (RFP). (Please note the changes that have been added are in **boldface**, and changes that have been omitted are ~~struckthrough~~).

The deadline to submit the proposals is now **Monday, May 5, 2008, by 11:00 a.m.**

Changes:

1. Part I, Section 2.A, Proposal Format and Content Requirements, has been changed to read:

9. Financial Stability

Submit copies of the proposing entity's audited financial statements prepared and certified by an independent Certified Public Accountant (CPA) for the most current three full fiscal years. All the financial statements submitted shall be prepared in accordance with General Accepted Accounting Principles ("GAAP"). At a minimum, statements must include a statement of financial position (balance sheet), a statement of operations (income statement), and a statement of cash flow. All pertinent schedules and footnotes, if applicable, should be provided for evaluation. Income tax returns, personal financial records, or any other self-reported information are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.M, Notice to Proposers Regarding the Public Records Act.

If audited statements are available, these shall be submitted. If audited financial statements are not available, the proposer may submit additional

~~business history, and/or other information and~~ one or more of the following items to demonstrate financial resources and viability:

- ~~• A letter from an admitted surety insurer confirming the Proposer's ability to secure a performance bond of 50% of the annual contract amount.~~
- ~~• A letter from a bank or other financial institution confirming the Proposer's ability to secure a letter of credit of 50% of the annual contract amount (such as a stand-by letter of credit for this Contract).~~
- A written statement signed by an authorized agent of a California-admitted surety with an A.M. Best Rating of not less than A:VII establishing that the surety is presently willing to issue a performance bond of 50 percent of the annual contract amount on behalf of the Proposer;**
- A written statement that the Proposer is presently able to secure a letter of credit of 50 percent of the annual contract amount. The statement must be issued by a financial institution with the following minimum ratings:**

Moody's	A2 or better LT Issuer Credit and B or better for Bank Financial Strength
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Standard and Poor's	A or better for LT Issuer Credit
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Bauer Financial	4 Stars or better
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TheStreet.com Ratings	B or better
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- Additional business history, and/or other information to demonstrate financial resources and viability, verified by an independent, reliable third-party, such as a CPA, a credit agency, or a financial institution, or by means of reliable audit reports from other governmental agencies, etc. However, such additional history and/or information will not be scored in Proposal evaluation, and will be reviewed.**

2. In Part I, Section 2.A, Proposal Format and Content Requirements, the following has been added:

17. Bid Guaranty

- a. **A Bid guaranty is required of each Proposer and shall be made payable to the County of Los Angeles in an amount of 10 percent of the Proposal's "Total Proposed Annual Price" from Form PW-2, Schedule of Prices. The Bid guaranty can either be in the form of cash, certified check, cashier's check, or an original Bid bond, executed by the Proposer and issued by a California-admitted Surety (including power of attorney). No other form of Bid guaranty will be accepted. The Bid guaranty may be prepared on the Surety's standard form. Proposers shall pay all Bid guaranty premiums, costs, and incidentals.**
- b. **The successful Proposer's Bid guaranty will be retained until the successful Proposer has executed the Agreement and provided all required proof of insurance and contract security, either 14 calendar days after Board approval or 14 days prior to contract start date, whichever occurs last. If the successful Proposer fails to execute and deliver the Agreement and to furnish the required proof of insurance and contract security within the time frame stated above, the County may annul the award approval, and the Bid guaranty of the Proposer shall be forfeited. All other Proposers' Bid guaranties will be returned upon the successful Proposers' execution of the Agreement, providing all required proof of insurance and contract security.**
- c. **Bid bond's must be payable to the County and executed by a corporate surety licensed to transact business ("admitted") as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by the County. The County may verify the accuracy and authenticity of the Bid guaranty submitted.**

Proposals failing to provide the requested Bid guaranty at the time of Proposal submission will be immediately rejected as nonresponsive.

3. Part I, Section 4.A, Award of Contract, has been changed to read:

Subject to the right of the Board to make the ultimate decisions concerning the award of contracts, the County intends to award a contract to the highest-rated Proposer or Proposers based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria, whose Proposal(s) provide(s) the most beneficial program and price, with all other factors considered. The County retains the right to select a proposal other than the proposal receiving the highest number of points, if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage **and original performance bond**, within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage **and original performance bond** is submitted to Public Works.

4. In Part I, Section 4.D, Initial Review, the following has been added:

11. Proposer has submitted the required Bid guaranty. Proposals failing to provide the requested Bid guaranty at the time of Proposal submission will be immediately rejected as nonresponsive.

5. Part I, Section 4, paragraph E.4, Financial Stability, has been changed to read:

4. ~~Financial Stability~~ **Viability (5 Points points)**

The Proposal may be submitted to Public Works financial staff for comments and/or evaluation to assist the evaluators. The Proposer's audited financial statements, annual reports, ~~or any other information submitted~~ **ability to demonstrate financial resources and viability** ~~secure a performance bond or a letter of credit of 50 percent of the annual contract amount~~ will be evaluated and scored on the extent to which they demonstrate that the Proposer has financial and business stability and can perform the work throughout the term of the proposed contract. **Audited Financial** ~~financial~~ statements or annual reports that are incomplete **may be given a low or zero score** ~~or and unaudited financial statements (compiled, reviewed, or self-prepared) will not be considered for scoring scored.~~

Significant unacceptable weakness in the Proposer's Financial Stability **Viability** or lack of it in the Proposal may result in a low or zero score.

Public Works reserves the right to review Proposer's active and expired contracts awarded by the County and/or other local agencies to verify ~~Proposer's Financial Stability~~, **additional business history, and/or other information to demonstrate financial resources and viability, verified by an independent third party**. Although no additional points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the Proposal as nonresponsive even though the Proposal may have scored a zero in this category.

6. In Part II, the Agreement has been changed to read:

FIFTEENTH: Not later than 14 days prior to the commencement of work, Contractor shall furnish a faithful performance bond indicated in Exhibit G, in a sum not less than 50 percent of the annual contract amount payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California. (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the annual contract amount may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs, and incidentals.

FIFTEENTH:~~**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.

7. Form PW-2, Schedule of Prices, is no longer valid. Please use the revised Form PW-2.1, Schedule of Prices (Enclosure A) in your proposal. It is to your benefit to fully review and understand the revision that has been made to this form.
8. Pages 2, 5, 6, 11, and 15 of Exhibit E have been replaced with the revised pages (Enclosure B.1 through B.5).

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9. Exhibit G has been included as part of this RFP, see Enclosure C.

If you have questions concerning the above information, please contact Mr. Benjamin Sandoval at (626) 458-7334, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

A handwritten signature in black ink, appearing to read "Ghayane Zakarian", written in a cursive style.

GHAYANE ZAKARIAN, Chief
Administrative Services Division

BS

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Enc.

SCHEDULE OF PRICES

STREET SWEEPING SERVICES IN SOUTH WHITTIER (2008-PA025)

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

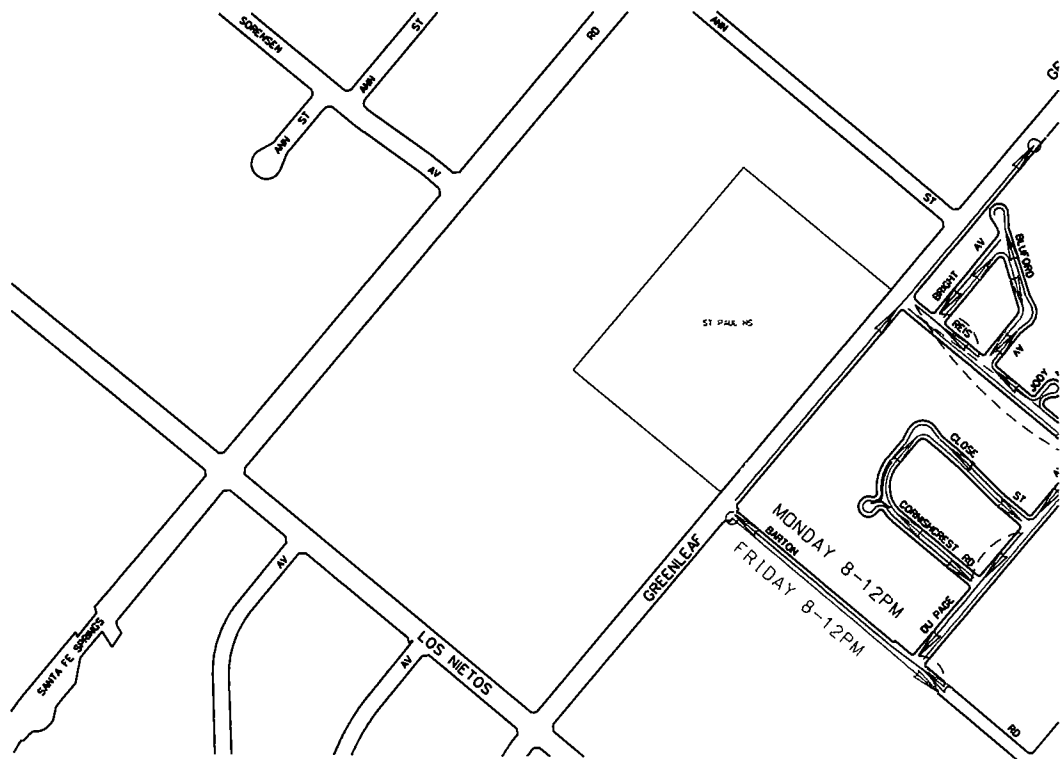
ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL AMOUNT	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL AMOUNT)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	\$	14,591.2	\$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	\$	377	\$
TOTAL ANNUAL PROPOSED PRICE					\$

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

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) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.

³ A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.



SEE SHEET 3

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No.	
						RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 2 OF 22

SEE SHEET 3



SEE SHEET 6

SEE SHEET 11

LEGEND

MONDAY	WEDNESDAY	FRIDAY
TUESDAY	THURSDAY	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 5 OF 22

SEE SHEET 5



SEE SHEET 7

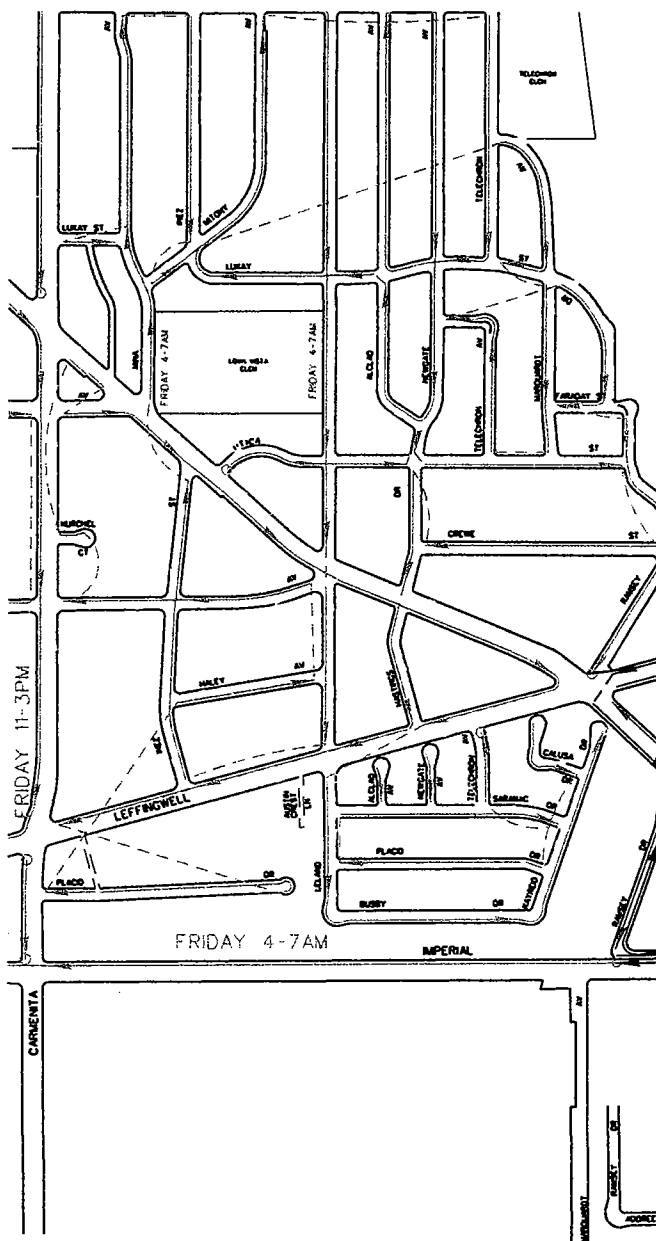
SEE SHEET 12

<u>MONDAY</u>	<u>WEDNESDAY</u>	<u>FRIDAY</u>
<u>TUESDAY</u>	<u>THURSDAY</u>	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. No. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	FILENAME SWHITTIER	SCALE NONE	SHEET 6 OF 22

SEE SHEET 10

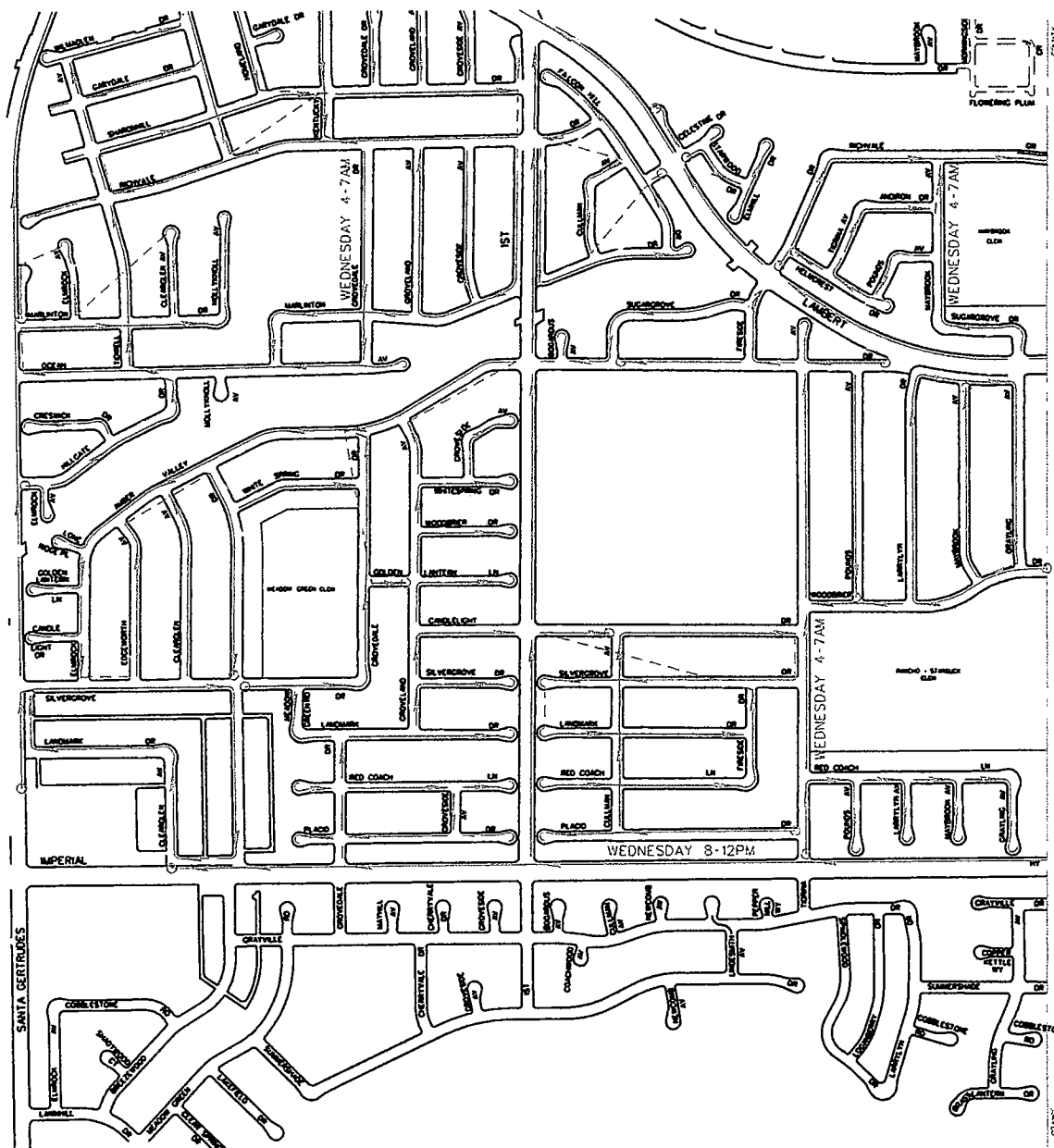
SEE SHEET 12



<u>MONDAY</u>	<u>WEDNESDAY</u>	<u>FRIDAY</u>
<u>TUESDAY</u>	<u>THURSDAY</u>	

PROJECT NAME		STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4		T.G. 707 & 737	FILENAME SWHITTIER	SCALE NONE	SHEET 11 OF 22

SEE SHEET 14



<u>MONDAY</u>	<u>WEDNESDAY</u>	<u>FRIDAY</u>
<u>TUESDAY</u>	<u>THURSDAY</u>	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406004	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707. 708 737 & 738	FILENAME SWHITTIER	SCALE NONE	SHEET 15 OF 22

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter ACounty@), in the sum of :

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Street Sweeping in South Whittier and is required by said County to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____, 200 ____ .

By _____
(Contractor/Principal)

By _____
(Surety)

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its