



**COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 S. VICTORIA AVE.  
VENTURA CA 93009-1080**

**REQUEST FOR PROPOSAL  
#5667**

**For  
STREET SWEEPING**

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**Issued: March 7, 2014  
Due: April 8, 2014**

## **SECTION 1.0**

### **GENERAL INFORMATION AND SCOPE OF WORK**

*This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.*

#### **1.1 Introduction/Purpose**

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide Street Sweeping services at various locations of throughout Ventura County.

Proposals shall be due no later than **3:00 p.m. on April 8, 2014** to provide Street Sweeping Service in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents.

County reserves the right to award to more than one Contractor, award by location, by agency or any combination deemed to be most advantageous to County. As such, Offerors may propose service to all or a subset of the sites listed herein.

#### **1.2 Background**

Currently there are five (5) facilities managed by County of Ventura General Services Agency (GSA) that require regular street and parking lot sweeping. The facilities are located in Saticoy, Ventura and Oxnard.

- A. The Saticoy Yard (11201 and 11251 Riverbank Drive, Saticoy) has approximately 11 acres of parking area, partially behind security gates. Access to the gated area requires a County ID Badge, granted only after passing a background check.
- B. The Government Center (800 Victoria Avenue, Ventura) has approximately 21 acres of parking area and approximately 2 curb miles along John Johnston Way and the front traffic circle.

## **SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK**

- C. The Partridge building (855 Partridge, Ventura) has approximately  $\frac{3}{4}$  of an acre of parking area.
- D. The Gonzales building (2220 Gonzales, Oxnard) has approximately 1 acre of parking area.
- E. The Vanguard building (1400 Vanguard, Oxnard) has approximately 5.5 acres of parking area.

The yearly spend for GSA Maintained sites is \$20,400.00.

In addition to the five County owned facilities, the Street Sweeping services will include the following three (3) communities that are located in unincorporated areas of eastern Ventura County which are Oak Park, Casa Conejo, and Lynn Ranch:

- A. The community of Oak Park is located in the unincorporated area of eastern Ventura County. The main collector street running through Oak Park is Kanan Road. Oak Park is situated between Lindero Canyon Road, in the North Ranch area of Thousand Oaks, and the Los Angeles County line. There is open space to the north and south of Oak Park.

There are 74.42 curb miles of public right-of-way in Oak Park with street sweeping divided into two zones, Zone A and Zone B.

The County will not consider RFP's for Oak Park that are over \$43,200.00 per year.

- B. Casa Conejo is situated within Newbury Park, bordered to the north by Old Conejo Road and to the south by Borchard Road. There are 20.5 curb miles of public right-of-way in Casa Conejo.

The County will not consider RFP's for Casa Conejo that are over \$13,740.00 per year.

- C. Lynn Ranch is situated in the western portion of Thousand Oaks.

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There are 19.8 curb miles of public right-of-way in Lynn Ranch.

The County will not consider RFP's for Lynn Ranch that are over \$14,160.00 per year.

### **1.3 Action Dates**

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	March 7, 2014
Last day for questions	March 31, 2014
Proposals Due	April 8, 2014
Evaluation-award	TBD
Start Work	TBD

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

### **1.4 Questions Regarding RFP**

All questions concerning this Proposal may be directed to Jody Howard, in writing at [jody.howard@ventura.org](mailto:jody.howard@ventura.org) and submitted by March 31, 2014.

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#### **2.1 Submittal Deadline**

**Completed proposals should be sealed and clearly marked: Request for Proposal #5667, for Street Sweep Service, and must be delivered no later than 3:00 p.m., Tuesday, April 8, 2014.**

County of Ventura  
Procurement Services  
Hall of Administration/Lower Plaza  
800 S. Victoria Avenue  
Ventura, Ca 93009-1080

Please submit one original, marked as "MASTER" and four (4) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but Offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic,

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facsimile, or telephone proposals or modifications will be considered.

#### **2.2 Proposal Response**

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

#### **2.3 Modification of Proposals**

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals

#### **2.4 Opening of Proposals**

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the

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Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

#### **2.5 Examination of the Request for Proposal**

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Offerors from any obligation with respect to this proposal.

#### **2.6 Proposal Validity**

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

#### **2.7 Proposal Content/Format**

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

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In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 4 (four) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind Offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s) and email address(es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point of



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- contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
  8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
  9. Offeror's Dun and Bradstreet number.
  10. Tax identification number
  11. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
  12. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal.

The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

1. Identify key personnel and their position within the organization.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will

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perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Job description;
3. Job dates (starting and ending);
4. Client manager name and telephone number;
5. Dollar value of contract.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

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Successful Contractor will be required to enter into a written contract. Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Contractor's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. **Compensation**

Complete Proposal Form (ATTACHMENT 1). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein. The County of Ventura does not pay fuel Surcharges

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall indicate their offered payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

## **2.8 Costs Incurred in Responding**

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays,

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schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by Offerors throughout the entire selection process.

#### **2.9 Addenda**

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

#### **2.10 Nomenclatures**

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

#### **2.11 Confidential and Proprietary Data**

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all

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responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

#### **2.12 Commitments, Warranty and Representations**

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an Offeror within the scope of this procurement shall be binding upon the Offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the Offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a Offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an Offeror in or during the course of negotiation.
- Any representation by an Offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

#### **2.13 Proposal Validation/Evaluation/Award**

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a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful Offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The Offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the Offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

2. Support

Emphasis will be placed on the ability of the Offeror to service and support the needs of the County. Organizational structure, staffing plan and Offeror's method for meeting the requirements of this RFP in the most efficient manner will be an important consideration.

3. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein.

4. Cost

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The Proposals will be evaluated on the basis of the Offeror's reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the Offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can

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submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

#### **2.14 Presentations**

Offerors may be invited to make oral presentations to County personnel.

#### **2.15 Site Visits**

The County reserves the right to schedule site visits to Offeror's facilities or a current operational site in order to assess the capability and ability of the Offeror to fulfill the contract.

#### **2.16 Additional information**

If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the Offeror's ability. The Offeror will be notified and permitted five working days to comply with any such request.

#### **2.17 Errors/Defects in Proposals**

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole



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option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Offeror from full compliance with the RFP requirements, if awarded a contract.

#### **2.18 Rejection of Proposals**

County reserves the right to reject the proposal of any Offeror who:

- previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months .
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- containing errors or discrepancies.

#### **2.19 Cancellation of RFP**

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

#### **2.20 Protest Procedures**

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.

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- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or could have known the facts giving rise to the protest. All protests must include the following information:
- 1) The name, address, and telephone number of the protestor;
  - 2) The signature of the protestor, or protestor's authorized representative;
  - 3) The solicitation or contract number; and
  - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

## **SECTION 3.0**

### **GENERAL INFORMATION AND SCOPE OF WORK**

The requirements described herein are based on the current level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

#### **3.1 Scope of Work**

The Contractor shall furnish all labor, tools, shop facilities, equipment, and material and perform all work necessary to provide Street Sweeping and Parking Lot Sweeping Services as described in the request for Proposals. The work to be performed consists of Sweeping, either mechanically or by hand all the County public streets within the designated areas (including curb returns and median islands), using the necessary water to control dust.

Street sweeping equipment must be SCAQMD PM-10 certified and properly operated and maintained in accordance with manufacturer's specifications.

Standards, Schedules, and frequencies may be modified as deemed necessary by the County for the proper maintenance of the sites. Due to various street widths through the County, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have the curb-gutter perimeters of each raised median swept, including turnouts. Street-grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean shall mean minimal debris residual or tailings left on swept surface follow the completion of a pass of the street sweeping machine. No sweeper shall blow debris onto private property.

#### **3.2 Term-GENERAL SERVICES AGENCY:**

The initial term of the contract will be for one (1) year upon award and by mutual agreement may be renewed on an annual basis for up to four (4) additional one-year periods.

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In the event of any extension of this contract beyond the initial one year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety (90) days prior to the end of the current contract period as part of the County's consideration for the contract extension.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

### **Term-PUBLIC WORKS AGENCY:**

The initial term of the contracts for Oak Park, Casa Conejo & Lynn Ranch, will be three years with two 1-year extension options. The price will be fixed throughout the contract term.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

**Indicate your acceptance or modification.**

### **3.3 Definitions**

- a. Curb Mile - Measurement of curbing of streets and medians.
- b. Curb-to-curb - area within the curb limits of the street including medians, intersection, and street ends.
- c. Holiday - all days observed by the County of Ventura as holidays including: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor, Day, Thanksgiving, and Christmas Day.

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- d. Inclement Weather – Weather Conditions that prohibit the effective operation of sweeping operations, such as heavy rain or winds.
- e. Debris – Litter, rubbish, leaves, sand, dirt, garbage, and other foreign material.
- f. Street - all paved dedicated public rights-of-way within the existing or future corporate limits of the County.
- g. Re-Sweep - sweep required when previous sweeps are deemed by the County to be below standard or when a street or sections of a street are missed during regularly scheduled operation.
- h. Special Sweeping – sweeping involving unusual conditions such as traffic hazards, parades, and similar events billed at an hourly rate including travel time. If appropriated, approval from street superintendant, Traffic Operations Supervisor or other assigned agent.
- i. Travel Speed – sweeper operator must maintain a speed of no more than seven miles per hour while the sweeping head is lowered in the operating position.

### **3.4 Communications**

The Contractor shall not contact clients unless specifically directed to by the County Contract Administrator. All communication between County and Contractor shall be through the Contract Administrator.

The Contractor/staff shall return Contract Administrators phone calls within two hours of receipt.

**Indicate acceptance or modification.**

### **3.5 Uniforms**

Contractor employees assigned to County facilities shall wear an

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appropriate uniform at all times. Uniform will consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Contract Administrator or his/her designee, will be provided by and at the Contractor's expense.

**Indicate acceptance or modification.**

#### **3.6 Supervision of Contract**

The Offeror is required to correct deficiencies within the time specified by the County. Re-sweeps of the deficient area will be at no additional cost to the County. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

If, in the judgment of the County, the level of maintenance is less than specified herein, the County of Ventura, at its option, in addition to, or in lieu of others remedies provided herein, withhold appropriate payment from the Offeror until services are rendered in accordance with specifications set forth with in the document and providing not other arrangements have been made between the Offeror and the County. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to County standards.

**Indicate acceptance or modification**

#### **3.7 Provisions for Extras**

No new work of any kind shall be considered an extra unless a separate, written estimate is given for said work and estimate is approved by the County in writing before the work is commenced. The Offeror will be required in the approved Agreement to provide before and after photographs of safety items or emergency repairs required by the County. Documentation of contract compliance may be required at the discretion of the County.

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**Indicate acceptance or modification**

### **3.8 Street Sweeping Schedule and Working Hours of Operation**

#### **PUBLIC WORKS-(SEE EXHIBIT I AREA MAPS):**

##### **Oak Park (CSA 4)- 7:30 AM Start Time**

There are 74.42 curb miles of public right-of-way (roads) in Oak Park. Private roads are not to be included in this contract. Street Sweeping for Oak Park is divided into two zones, Zone A & Zone B. Each zone is to be swept 26 times a year. A map of the area and a list of the streets to be swept are attached as Exhibit A and B.

- Zone A is to be swept the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month for a total of 24 sweeps a year. The two additional sweeps will not be scheduled and will be on an as needed basis.
- Zone B is swept the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month for a total of 24 scheduled sweeps. The two additional sweeps will not be scheduled and will be on an as needed basis.

There are 74.42 curb miles of public right-of-way (roads) in Oak Park. Private roads are not to be included in this contract.

A map of the Oak Park area and a list of the streets to be swept are attached as Exhibit A-1 and A-2, respectively.

##### **Casa Conejo-7:30 A.M. Start Time**

There are 20.5 curb miles of public right-of-way (roads) in Casa Conejo. Private roads are not to be included in this contract. Street Sweeping in Casa Conejo will be done 26 times a year. Casa Conejo will be swept on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month. The two additional sweeps will not be scheduled and will be on an as needed basis.

## **SECTION 3.0 GENERAL INFORMATION AND SCOPE OF WORK**

A map of the area and a list of the streets to be swept are attached as Exhibit B-1 and B-2, respectively.

### **Lynn Ranch-7:30 A.M. Start Time**

There are 19.8 curb miles of public right-of-way (roads) in Lynn Ranch. Private roads are not to be included in this contract. Street Sweeping in Lynn Ranch will be done 26 times a year. Lynn Ranch will be swept on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month.

The two additional sweeps will not be scheduled and will be on an as needed basis.

A map of the area and a list of the streets to be swept are attached as Exhibit C-1 and C-2, respectively.

- **Parking Lot Street Sweeping**

Sweeping shall be performed by a vacuum truck equipped with side gutter brooms at all parking lots (A, B, C, D, E, F, G, H, I & R) and John Johnson Drive every two weeks resulting in 24 sweeps per year. The vacuum shall be powered with the capability to achieve the minimum rate of 2,000 RPM. All perimeter curb areas shall be swept with a combination of the side gutter brooms and vacuum powered at a minimum rate of 2,000 RPM. Speeds shall not exceed ten miles per hour while operating the vacuum and side gutter brooms in the perimeter curb areas. All collected materials shall be disposed at an appropriate solid waste disposal facility. No discharge of collected material into the storm drain inlets and catch basins is allowed.

- **Biannual pressure washing of pervious gutters and pervious pavement**

In 2014, County of Ventura will complete construction of approximately 5,700 linear feet of pervious gutters and 13,400 square feet of pervious pavement distributed at parking lots (A, B, C, D, E, F, G, H, I & R) and John Johnson Drive, the site plan with pervious gutters and pervious pavement locations is available.

B, C,



## **SECTION 3.0 GENERAL INFORMATION AND SCOPE OF WORK**

Immediately after street sweeping or not later than 7 days after street sweeping of parking lots and John Johnson Drive, the Contractor shall pressure wash porous pavements and pervious gutters with clean, pressure wash water, with high power wet vacuum removing wash water before it reaches the catch basin. Effective vacuuming and secondary will be applied so that no wash water is allowed to catch basins or any storm drain inlets located within and adjacent streets. The pressure washing of pervious pavements needs to be completed biannually including September (not later than October 1<sup>st</sup>) and once in April than May 1<sup>st</sup>. All solid and liquid wastes shall be correctly at a permitted waste disposal facility. No discharge of material into the storm drain inlets and catch basins is allowed.

downstream  
inlet protection  
drain into the  
parking lots  
gutters and  
once in  
(not later  
disposed  
collected  
allowed.

### **GENERAL SERVICE AGENCY:**

- **Government Center- During daylight hours**

Every Saturday 4 hours approximate - 6 miles of driving on property in Ventura.

- **Vanguard County Building - EARLY MORNING BEFORE 6:00 A.M.**

First of every month 3.5 hours approximate- 4 miles of driving on property.

- **Gonzales Rd. County Building - EARLY MORNING BEFORE 6:00 A.M.**

First of every month 2.5 hours approximate - 2 miles of driving on property.

- **Partridge Rd. County Building - EARLY MORNING BEFORE 6:00 A.M.**

First of every month 2.5 hours approximate - 2 miles of driving on property.

## **SECTION 3.0 GENERAL INFORMATION AND SCOPE OF WORK**

- **Saticoy Yard- EARLY MORNING BEFORE 6:00 A.M**

1st and last Saturday of every month 1 1/2 hours - 3 1/2 miles of driving on property.

- **800 S. Victoria Ave., Ventura-Government Center Parking Lot Street Sweeping**

The current contract frequency for Johnny Johnston Drive - twice per month; Parking Lots – once per month.

Sweeping shall be performed by a vacuum truck equipped with side gutter brooms. The vacuum shall be powered with the capability to achieve the minimum rate of 2,000 RPM. All perimeter curb areas shall be swept with a combination of the side gutter brooms and vacuum powered at a minimum rate of 2,000 RPM. Speeds shall not exceed ten miles per hour while operating the vacuum and side gutters brooms in the perimeter curb areas. All collected materials shall be disposed at an appropriate solid waste disposal facility. Currently, green waste is off loaded adjacent to the General Services Agency green waste bin.

- **Biannual pressure washing of pervious gutters-Government Center, 800 S. Victoria Ave., Ventura**

Hall of Justice (HOJ) and Hall of Administration (HOA) parking lot and Johnny Johnston Drive cleaning for maintenance of pervious gutters and pervious pavement two times per year: Contractor shall pressure wash porous pavements and pervious gutters with clean, low pressure water, followed by immediate vacuuming. The effective vacuuming will be applied so that no wash water is allowed to drain into the catch basins or any storm drain inlets located within parking lots and adjacent streets. The pressure washing of pervious gutters and pavements at parking lots (A, B, C, D, E, F, G, H, I & R) and Johnny Johnston Drive needs to be completed biannually including once in September (not later than October 1<sup>st</sup>) and once in April (not later

## **SECTION 3.0 GENERAL INFORMATION AND SCOPE OF WORK**

than May 1<sup>st</sup>). Work must be completed during weekend hours.

Each pressure washing service (2 per year as stated above) is estimated to take 16 hrs (or 2 full days) over the weekend for three two-man crews, each equipped with a pressure washer and vacor truck. Water for the pressure washing services is to be supplied by the Contractor.

**Indicate your acceptance or modification.**

### **3.9 Water**

The Successful Offeror shall contact the appropriate water district to obtain legal access to water to meet the contract requirements. The Offeror shall be responsible for the costs associated with the access to and continued use of water provided by the districts.

**Indicate acceptance or modification**

### **3.10 Disposal**

The collection, transfer, and/or disposal of all debris collected during the course of all street sweeping services as specified in this Proposal and an approved Agreement shall be the responsibility of the Offeror to dispose of in a legal manner that meets all City, State, County of Ventura and Federal laws, regulations, or other applicable statutes. The County of Ventura assumes no responsibility of for any violations, fines, fees or other liability that may arise from improper debris disposal practices

**Indicate acceptance or modification. Describe your disposal process.**

### **3.11 Emergency**

Contractor shall be required to respond immediately (within 30 minutes during regular working hours and within one hour after regular working hours) when emergency maintenance conditions occur. The Offeror shall provide the County with a 24-hour emergency telephone number for a representative authorized to dispatch appropriate equipment and personnel when needed. Failure to do so will result in a penalty of \$200 per occurrence.

## **SECTION 3.0 GENERAL INFORMATION AND SCOPE OF WORK**

**Please describe your firm's Procedures on Emergency Situations. Please list emergency contact names and telephone numbers.**

### **3.12 Invoices**

- A) Payment for services rendered will be Net 30 days from receipt of valid itemized invoice from the contractor provider.
- B) Invoice should be sent to the address of requesting agency/department to expedite payment:
- C) Invoice submitted must include purchase order number, and site.

**Indicate your acceptance or modification.**

### **3.13 Business Continuity Plan**

In the event of a natural, or man-made, disaster operations for the County and the vendor may be impacted.

**Please describe your firm's Business Continuity Plan. Explain how your firm has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency. Also, explain how your firm will provide assistance to the County should County operations be impacted by an unforeseen emergency.**

### **3.14 Permits**

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

**Indicate your acceptance or modification.**

### **3.15 Insurance Requirements**

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11. Contractor shall provide to

## **SECTION 3.0 GENERAL INFORMATION AND SCOPE OF WORK**

contract administrator annually, insurance verification prior to renewal date.

**Indicate your acceptance or modification.**

### **3.16 Non-Collusion**

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – ATTACHMENT A.

**Indicate your acceptance or modification.**

### **3.17 Exclusivity**

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

**Indicate your acceptance or modification.**

### **3.18 Materials and Equipment**

Contractor will furnish and maintain in good working condition all the necessary materials and equipment. All materials and equipment must be safe for the environment and safe for use by the employee.

**Indicate acceptance or modification.**

### **3.19 Piggyback Agreement**

Offeror may indicate on his Proposal Form that he will extend all prices,

## **SECTION 3.0**

### **GENERAL INFORMATION AND SCOPE OF WORK**

terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

#### **3.20 Living Wage**

The County of Ventura Board of Supervisors passed and adopted "[Living Wage Ordinance](#)" No. 4233 on April 24, 2001. On June 5, 2001 the Board passed and adopted an ordinance [amending Ordinance 4233](#).

As a result, this proposal and any resulting contract are subject to the County of Ventura Living Wage Ordinance. The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952(f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.

Living Wage Ordinance 4233 is located on our County of Ventura website at <http://www.ventura.org/cao/livgwage.htm>. The ordinance amending Ordinance 4233 is also located on the website at <http://www.ventura.org/cao/livgwage1.htm>.

All bidders must include a signed Declaration of Compliance, **Attachment B**, with their proposal, or they may be deemed non-responsive, resulting in disqualification from the bidding process. Bidders may request consideration of exemption by completing a Bidder/Contractor Application for Exemption, **Attachment C**.

A Living Wage Ordinance Checklist for County Contractors Responding to an

## **SECTION 3.0 GENERAL INFORMATION AND SCOPE OF WORK**

RFP is attached and labeled as **Attachment D**. Note: The checklist is only included as a guide for bidders.

**Indicate your acceptance or modification. Return signed Declaration-Attachment B or Exemption-Attachment C.**

### **3.21 Storm Water Permit Training**

Contractor shall comply with all regulations of the National Pollutant Discharge Elimination System (NPDES) storm water permit requirements provided in the Ventura County National Pollutant (#r4-2010-0108).

Contractor shall train their employees, whose operations affect Storm water systems, as on annual basis. A list of employees and the date training was conducted will be provided to the applicable County department on an annual basis.

Employees are to be trained in all aspects of the Ventura County NPDES storm water permit #R4-2010-0108 by June 30 and annually thereafter .

**Indicate acceptance or modification.**

### **SECTION 4.0 – STANDARD COUNTY CONTRACT**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and \_\_\_\_\_, hereinafter called "Contractor."

#### WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance Code 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing \_\_\_\_\_ services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of



Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

The Initial term of the contract will be for one (1) year upon award and by mutual agreement, in written, may be renewed on an annual basis for up to four (4) additional one-year, periods.

Renewals are subject to an annual price escalation to be mutually agreed upon. The Contractor must provide the County thirty (90) days written justification of any proposed price increase.

Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation/justification. If the County agrees to the adjusted price terms, the County shall issue written approval of the change.

However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

6. **WARRANTIES**

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services

to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

7. **NON-ASSIGNABILITY**

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

8. **TERMINATION**

The County Purchasing Agent may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract

9. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including

without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. **INSURANCE PROVISIONS**

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
  - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
  - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, [and any applicable Special Districts](#) are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsement for General Liability Insurance.
  - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

11. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

12. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

13. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and

not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

14. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by [REDACTED] or his/her authorized representative.

15. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

16. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

17. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

18. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 SOUTH VICTORIA AVENUE

VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

19. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

20. **ORDER OF PRECEDENCE**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP #
3. Contactor's proposal dated \_\_\_\_\_

20. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

23. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition

25. **LIVING WAGE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

26. **Storm water Permit Training**

Contractor shall comply will all regulations and requirements provided in the Ventura County National Pollutant Discharge Elimination System (NPDES) Storm Water permit (#R4-2010-0108).

Contractor shall train their employees. whose operations affect storm water

systems, on an annual basis. A list of Employees and the date training was conducted will be provided to the applicable County Department on an annual basis.

Employees are to be trained in all aspects of the Ventura County NPDES storm water permit #R4-2010-0108 by June 30 and annually thereafter.



**SECTION 5.0 PROPOSAL FORM**

<b>PUBLIC WORKS</b>					
	<b>LOCATION</b>	<b>CURB MILE</b>	<b>COST PER CURB MILE</b>	<b>TWO ADDITIONAL CONTRACT SWEEPS</b>	<b>TOTAL ANNUAL COST</b>
1	<b>Oak Park</b> Zones A & B	74.42	\$	\$	\$
2	<b>Casa Conejo</b>	19.40	\$	\$	\$
3	<b>Lynn Ranch</b>	19.74	\$	\$	\$
	<b>ADDITIONAL SERVICES DESCRIPTION</b>		<b>FLAT RATE PER HOUR</b>		<b>TOTAL ANNUAL COST</b>
	<b>TYMCO 218 STREET SWEEPER</b>		\$		\$
	<b>TYMPO 600 STREET SWEEPER</b>		\$		\$
	<b>MOBIL 2TE3 STREET SWEEPER</b>		\$		\$
	<b>MINIMUM CHARGES OR PORTAL TO PORTAL</b>		\$		\$
	<b>EMERGENCY EXTRA WORK</b>		\$		\$
	<b>BIANNUAL PRESSURE WASHING OF PERVIOUS GUTTERS</b>		\$		\$
	<b>PARKING LOT STREET SWEEPING</b>		\$		\$
<b>GENERAL SERVICES AGENCY</b>					
	<b>LOCATION</b>	<b>Approximate CURB MILE</b>	<b>COST PER CURB MILE</b>	<b>ADDITIONAL CONTRACT SWEEPS</b>	<b>TOTAL ANNUAL COST</b>
4	<b>GOVERNMENT CENTER, TRAFFIC CIRCLE</b>	0.14	\$	\$	\$
5	<b>GOVERNMENT CENTER, JOHNNY JOHNSTON DRIVE</b>	1.78	\$	\$	\$
	<b>LOCATION</b>	<b>Approximate SQUARE FOOTAGE</b>	<b>COST PER MONTH</b>	<b>ADDITIONAL CONTRACT SWEEPS</b>	<b>TOTAL ANNUAL COST</b>
6	<b>GOVERNMENT CENTER, PARKING LOT</b>	941,892	\$	\$	\$
7	<b>855 PARTRIDGE ROAD, VENTURA, PARKING LOTS</b>	32,051	\$	\$	\$

8	<b>2220 &amp; 2240 GONZALES ROAD, OXNARD, PARKING LOTS</b>	49,493	\$	\$	\$
9	<b>1400 VANGUARD, OXNARD, PARKING LOTS</b>	191,980	\$	\$	\$
10	<b>11251 COUNTY DRIVE, SATICOY, VENTURA, PARKING LOTS</b>	484,724	\$	\$	\$
	<b>BIANNUAL PRESSURE WASHING OF PERVIOUS GUTTERS</b>		\$	\$	\$
	<b>TOTAL</b>				\$

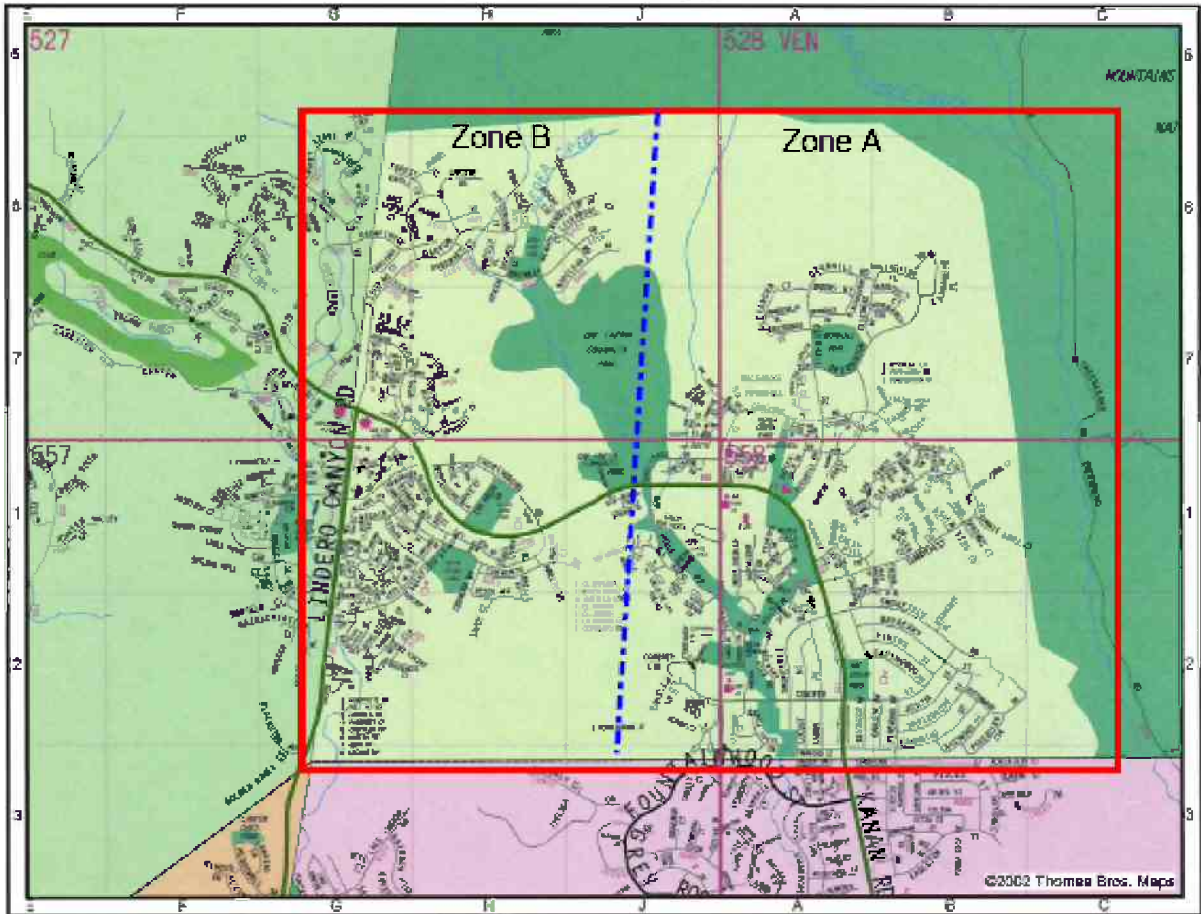
Hourly sweeping rate for emergency extra work **during** normal business hours, including operator and sweeper. Normal business hours are from 8 AM to 5 PM, weekdays excluding weekends and holidays, a minimum charge of \$\_\_\_\_\_ for emergency calls will apply.  
(contractor fill in)

Hourly rate for emergency extra work **outside** of normal business hours, including operator and sweeper, a minimum charge of \$\_\_\_\_\_ for emergency calls will apply.  
(contractor fill in)

Extra work shall be issued on a Time and Material basis and must be approved by the Contractor Administrator or his authorized representative prior to commencement of work.

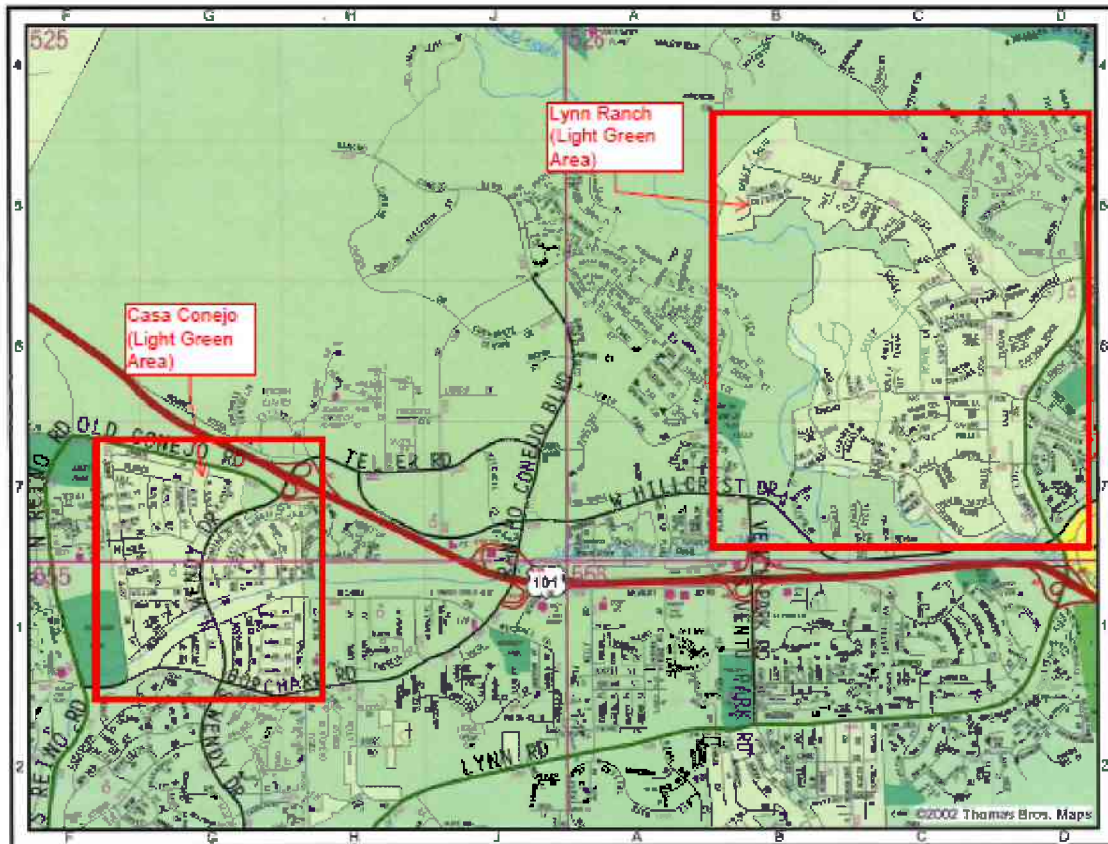
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CSA No. 4 - Oak Park (Light Green Areas)



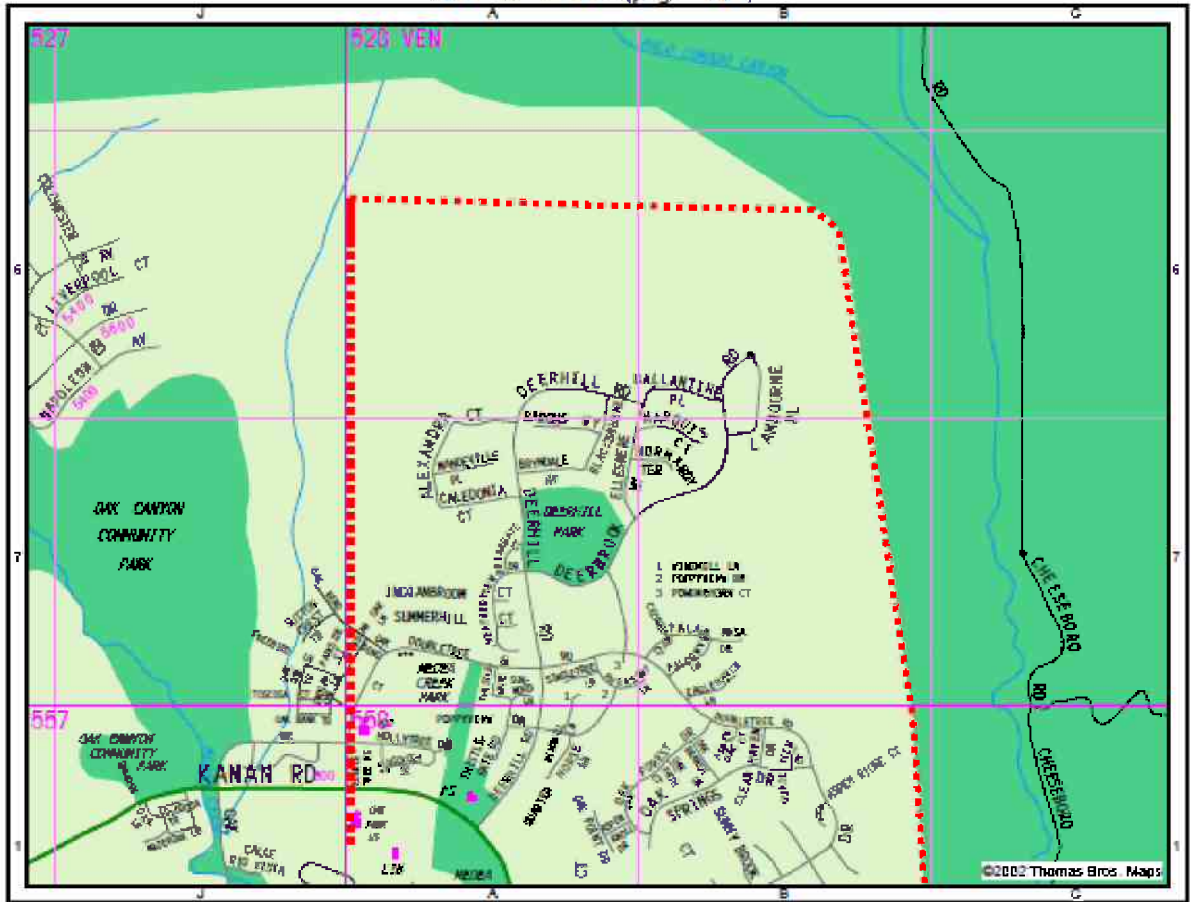
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Portion of County Service Area 14 - Street Sweeping Areas (Light Green Areas)



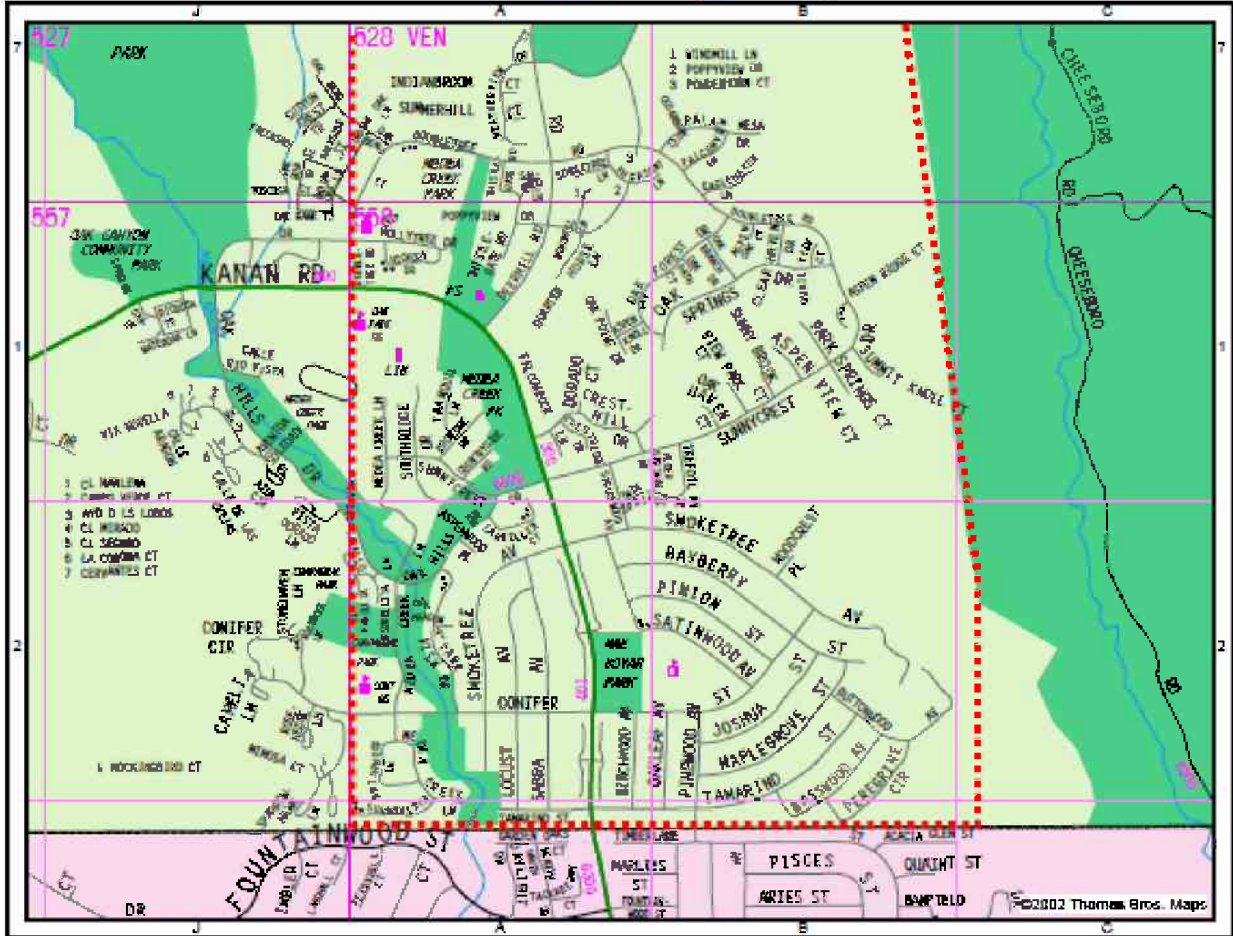
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AREA MAPS AND STREET LISTINGS

Oak Park - Zone A (page 1 of 2)



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EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

Oak Park - Zone A (page 2 of 2)



**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

**OAK PARK - ZONE A = 1st and 3rd Tuesday**

<b>Street/Road Name</b>	<b>Street/Road Limits</b>	<b>Curb Mileage</b>
Alder Springs Drive	Twin Springs Av - CDS	0.12
Alexandra Court	Caledonia Ct - Deerhill Rd	0.52
Aspen Knoll Drive	Oak Point Dr - Oak Forest Dr	0.10
Aspen Oak Court	CDS - Doubletree Rd	0.06
Aspen Ridge Court	CDS - Sunnycrest Dr	0.12
Aspen View Court	Sunnycrest Dr - CDS	0.14
Aspenwood Place North	Oak Hills Dr - CDS	0.06
Ballantine Place	Ellesmere Wy - Deerbrook Rd	0.26
Barons Way	CDS - Blackbourne Pt	0.20
Basswood Avenue	Tamarind St - Buttonwood Av	0.52
Bayberry Street East	Satinwood Av - CDS	0.92
Birchwood Avenue	Tamarind St - Conifer St	0.32
Blackbourne Point	Bryndale Av - Deerhill Rd	0.26
Briarwood Lane	E Medea Crk Ln - Medea Crk Ln	0.30
Bryndale Avenue	Deerhill Rd - Blackbourne Pt	0.22
Buttonwood Avenue North	Maplegrove St - Basswood Av	0.22
Buttonwood Avenue North	Basswood Av - CDS	0.44
Caledonia Court	Alexandra Ct - Deerhill Rd	0.28
Calle Rio Vista	Oak Hills Dr - CDS	0.12
Clear Haven Drive	Oak Springs Dr - Doubletree Rd	0.14
Conifer Street	43w Sunnycrest - Medea Crk Ln	0.18
Conifer Street	Medea Creek Ln - Smoke Tree Av	1.52
Countryside Road	Sunnycrest Dr - CDS	0.14
Deerbrook Road	Deerhill Rd - Lambourne PI	1.30
Deerhill Road	Kanan Rd - 43n Deerbrook Rd	1.96
Deerhill Road	43n Deerbrook Rd -Ellesmere Wy	0.98
Doubletree Road	Kanan Rd - 76s Oak Springs Dr	2.18
Ellesmere Way	Deerbrook Rd - Ballantine PI	0.50

**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

Hollytree Drive	Kanan Rd - CDS	0.88
Joshua Street East	Pinewood Av - Bayberry St	0.52
Kanan Road	LA Co Line - Sunnycrest Dr	2.36
Kanan Road	Sunnycrest Dr - Deerhill Rd	1.12
Kanan Road	Deerhill Rd - Oak Hills Dr	1.84
Kanan (W Service) Rd	100n Tamarind St -104s Conifer	0.24
Kanan (W Service) Rd	97n Conifer - 100s Smoke Tree	0.50
Kanan (E Service) Rd	100n Tamarind St - 96s Conifer	0.26
Kanan (E Service) Rd	710n Conifer - 100s Smoke Tree	0.26
Lambourne Place	Deerbrook Rd - Deerbrook Rd	0.36
Larkellen Court East	Oak Hills Dr - CDS	0.26
Locust Avenue North	Tamarind St - Sabra Av	0.78
Mandeville Place	Alexandra Ct - CDS	0.20
Maplegrove Street East	Pinewood Av - Bayberry St	0.66
Marquis Court	Ellesmere Wy - CDS	0.22
Medea Creek Lane	Briarwood Ln - Conifer St	0.10
Medea Creek Lane	Conifer St - Oak Hills Dr	0.46
Medea Creek Lane	Oak Hills Dr - CDS	0.70
Medea Creek Lane East	CDS - E Sunnycrest Av	0.08
Medea Creek Lane East	E Sunnycrest Av - Briarwood Ln	0.26
Normandy Terrace	Ellesmere Wy - CDS	0.14
Oak Branch Drive	Oak Springs Dr - Oak Forest Dr	0.18
Oak Forest Drive	Oak Springs Dr - Doubletree Rd	0.56
Oak Haven Court	Sunnycrest Dr - CDS	0.10
Oak Hills Drive	Sunnycrest Dr - Medea Creek Ln	0.48
Oak Hills Drive	Medea Creek Ln - Kanan Rd	1.22
Oak Meadow Place East	Park View Dr - CDS	0.06
Oak Path Court	Oak Forest Dr - CDS	0.06
Oak Point Drive	CDS - CDS	0.16
Oak Springs Drive	CDS - Doubletree Rd	0.72
Oakleaf Avenue	Tamarind St - Conifer St	0.32
Park Springs Court	CDS - CDS	0.28

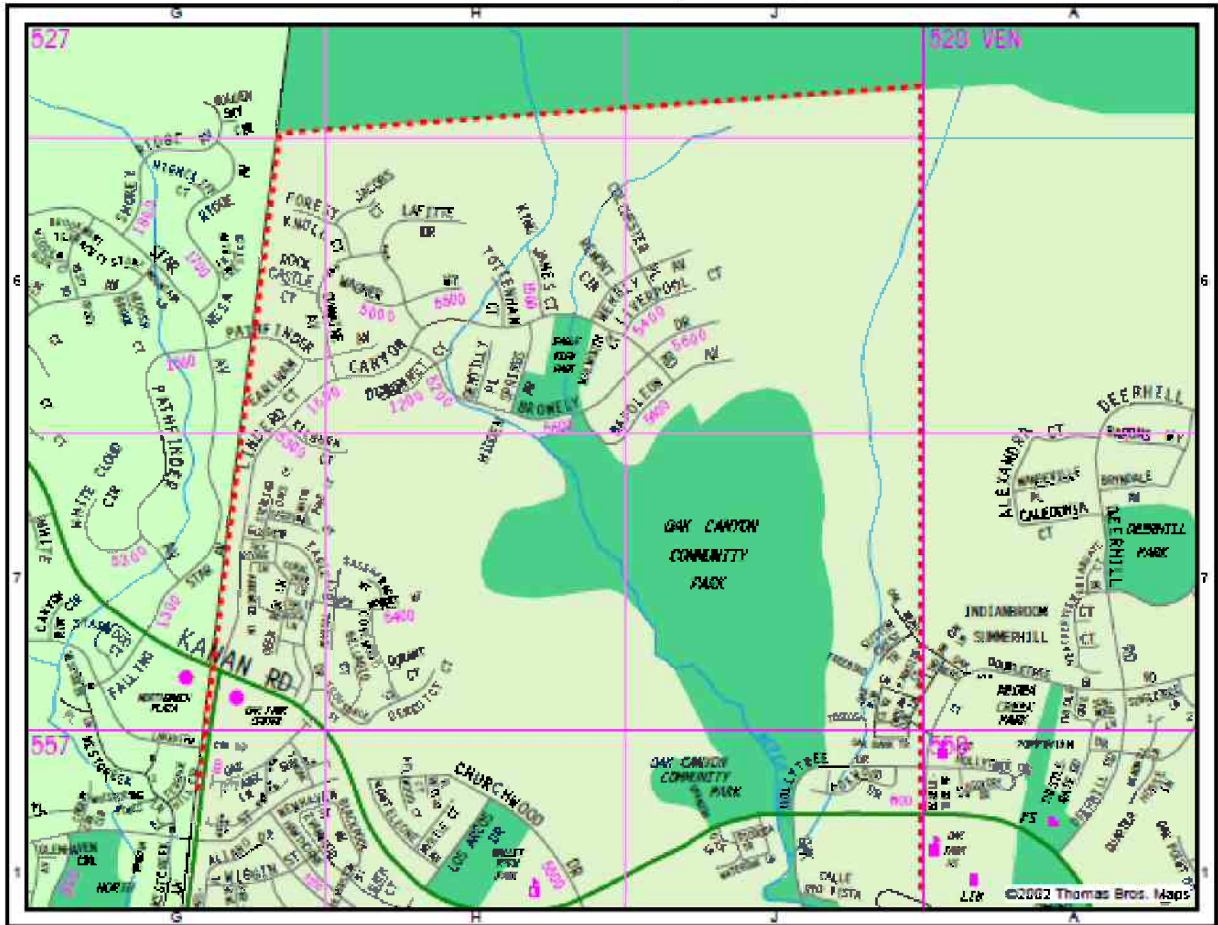


**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

Park View Drive North	Conifer St - 400 north	0.16
Park View Drive North	400n Conifer St - Oak Hills Dr	0.40
Peregrine Circle	Basswood Av - Buttonwood Av	0.46
Pinewood Avenue	156s Tamarind St - Conifer St	0.38
Pinion Street East	Satinwood Av - Conifer St	0.54
Quail View Court	Oak Springs Dr - CDS	0.08
Rockedge Drive	Sunnycrest Dr - CDS	0.22
Sabra Avenue	Tamarind St - Smoke Tree Av	0.86
Satinwood Avenue	Conifer St - Smoke Tree Av	0.78
Smoke Tree Avenue	CDS - Conifer St	1.84
Smoke Tree Avenue	Conifer St - CDS	0.48
Southridge Drive	CDS - CDS	0.42
Sprucewood Avenue	Smoke Tree Av - Sunnycrest Dr	0.24
Summit Knoll Court	Sunnycrest Dr - CDS	0.14
Sunny Brook Court	Sunnycrest Dr - CDS	0.10
Sunnycrest Drive	Medea Creek Ln - Oak Hills Dr	0.40
Sunnycrest Drive East	Oak Hills Dr - Kanan Rd	0.18
Sunnycrest Drive East	Kanan Rd - 130e Sprucewood Av	0.26
Sunnycrest Drive East	130e Sprucewd -76s Oak Sprg Dr	1.12
Sunnyvista Avenue	E Conifer St - E Medea Creek	0.62
Tamarind Street	CDS - Buttonwood Av	1.30
Tranquil Lane	Rockedge Dr - CDS	0.18
Trefoil Avenue	Twin Springs Av -Sunnycrest Dr	0.18
Twin Springs Avenue	Sprucewood Av - Trefoil Av	0.20
View Park Court	Sunnycrest Dr - CDS	0.12
Woodcrest Place	Smoke Tree Av - CDS	0.10
<b>TOTAL</b>		<b>42.18</b>

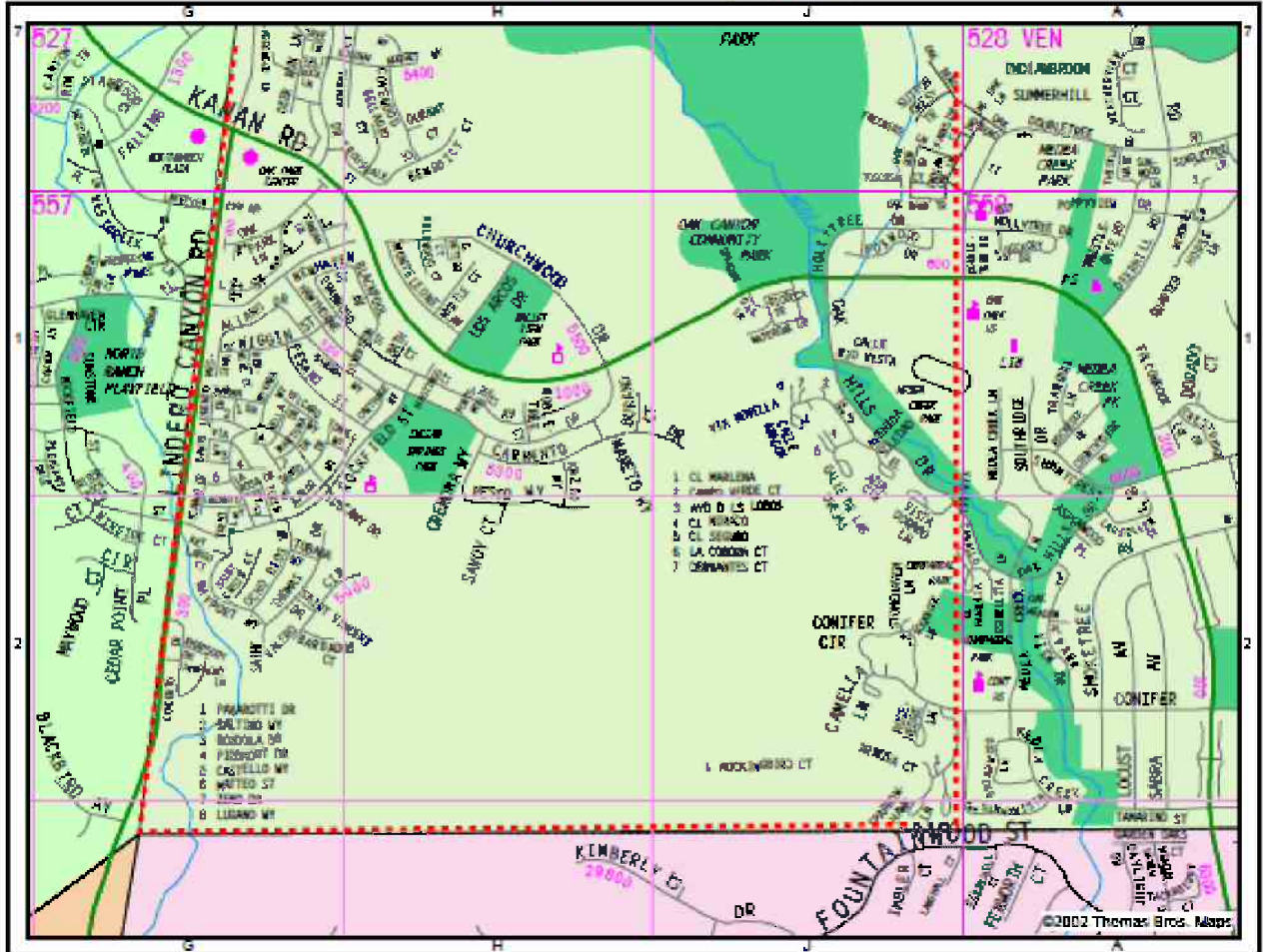
RFP 5667  
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Oak Park - Zone B (page 1 of 2)



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 AREA MAPS AND STREET LISTINGS

Oak Park - Zone B (page 2 of 2)



**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

**OAK PARK - ZONE B = 1st and 3rd Thursday**

<b>Street/Road Name</b>	<b>Street/Road Limits</b>	<b>Curb Mileage</b>
Admiral Court	CDS - CDS	0.26
Aliano Drive	Messina Pl - Savona Wy	0.18
Anzio Way	Pesto Wy - Carmento Dr	0.22
Barbados Court	Valero Circle - CDS	0.14
Bath Court	Evanwood Av - CDS	0.08
Bayport Way	St Thomas Dr - Rockfield St	0.40
Bellagio Court	Trousdale St - CDS	0.16
Benedict Court	Trousdale St - CDS	0.30
Bernini Court	CDS - Wiggin St	0.06
Blackpool Avenue	Ulverston St - Newhaven St	0.22
Bowfield Street	61e Lindero Cyn Rd - CDS	0.52
Bromely Drive	Lindero Canyon Rd - CDS	1.24
Burano Court	Carmento Dr - CDS	0.16
Cardinal Way	Sterling Oaks Ct - CDS	0.18
Carmento Drive	Cremona Wy - CDS	0.68
Carthage Way	Pesaro St - Savona Wy	0.14
Churchwood Drive	Monteleone Av - Kanan Rd	0.84
Colchester Place	Liverpool Ct - CDS	0.20
Covewood Street	Benedict Ct - Golden Nugget Wy	0.32
Cremona Way	Pesto Wy - Hawthorne Dr	0.24
Dubonnet Court	CDS - CDS	0.32
Dumaine Avenue	Lindero Cyn Rd - Lafitte Dr	0.58
Durant Court	Covewood St - CDS	0.04
Earlham Court	CDS - Pathfinder Av	0.22
El Retiro Court	CDS - Churchwood Dr	0.06
Evanwood Avenue	Newhaven St - CDS	1.10
Forest Knoll Court	Dumaine Av - CDS	0.28
Gentilly Place	Bromely Dr - CDS	0.22
Golden Eagle Drive	Lindero Cyn Rd - Kanan Rd	0.78

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EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

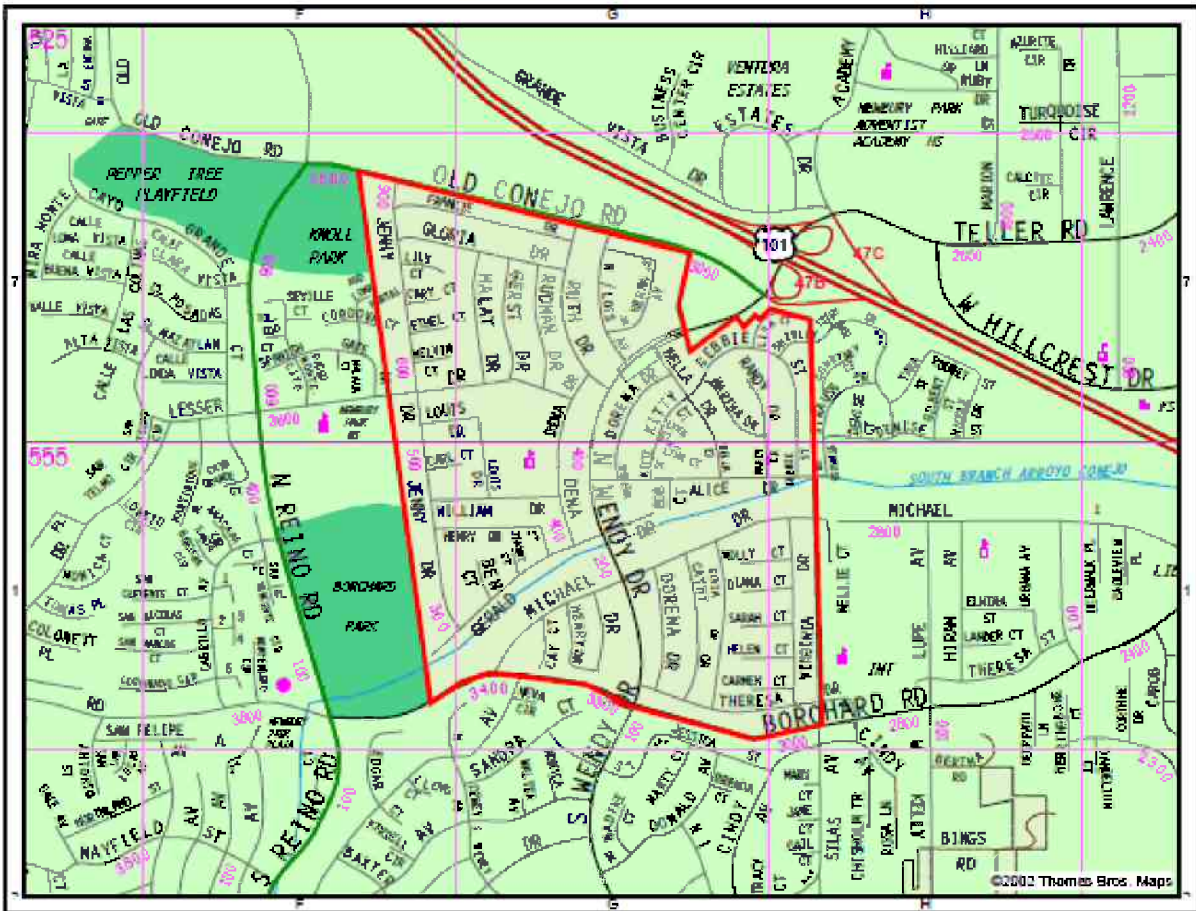
Golden Nugget Way	Golden Eagle Dr - CDS	0.26
Hastings Court	Evanwood Av - CDS	0.06
Hawthorne Drive	Bowfield St - Kanan Rd	1.42
Hidden Springs Avenue	Bromely Dr - Lindero Cyn Rd	0.32
Jacobs Court	Forest Knoll Ct - CDS	0.16
Kanan Road	Oak Hills Dr - 80e Lindero Cyn	4.68
Kellwood Court	CDS - Churchwood Dr	0.14
Key Largo Court	CDS - Bayport Wy	0.06
Kilburn Court	Lindero Canyon Rd - CDS	0.26
King James Court	Lindero Canyon Rd - CDS	0.24
Lafitte Drive	Lindero Canyon Rd - CDS	0.66
Lindero Canyon Road	63n Kanan Rd -60s Golden Eagle	0.84
Lindero Canyon Road	60s Golden Eagle - Napoleon Av	3.96
Liverpool Court	Lindero Canyon Rd - CDS	0.30
Los Arcos Drive	Kanan Rd - Churchwood Dr	0.38
Mareto Way	Carmento Dr - Hawthorne Dr	0.06
Messina Place	CDS - Aliano Dr	0.18
Monteleone Avenue	Los Arcos Dr - Churchwood Dr	0.34
Myrtle Court	Monteleone Av - CDS	0.22
Napoleon Avenue	Bromely Dr - CDS	0.68
Newhaven Street	Evanwood Av - Blackpool Av	0.14
Nobletree Court	Hawthorne Dr - CDS	0.14
Ocho Rios Way	Bayport Wy - Rockfield St	0.34
Pathfinder Avenue	419w Earlham Ct - CDS	0.42
Pesaro Street	Wiggin St - Rockfield St	0.42
Pesto Way	Cremona Wy - CDS	0.42
Portsmouth Court	Evanwood Av - CDS	0.06
Remont Circle	Wembly Av - CDS	0.08
Rock Castle Court	CDS - Dumaine Av	0.12
Rockfield Street	61e Lindero Cyn Rd - Evanwood	0.98
St Croix Court	Bayport Wy - CDS	0.24
St Thomas Drive	CDS - CDS	0.50

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St Vincent Drive	St Thomas Dr - Valero Cir	0.10
Sassafras Way	Golden Nugget Wy - CDS	0.12
Savona Way	Aliano Dr - Carthage Wy	0.42
Savoy Court	CDS - Pesto Wy	0.10
Sterling Oaks Court	Golden Eagle Dr - CDS	0.14
Tobaga Way	Ocho Rios Wy - St Thomas Dr	0.08
Tottenham Court	Lindero Canyon Rd - CDS	0.18
Trousdale Street	Golden Eagle Dr - Benedict Ct	0.22
Ulverston Street	Evanwood Av - Blackpool Av	0.08
Valero Circle	CDS - CDS	0.28
Wagner Way	CDS - CDS	0.34
Walworth Court	CDS - Lindero Canyon Rd	0.04
Wembly Avenue	Lindero Canyon Rd - CDS	0.44
White Pine Court	Cardinal Wy - CDS	0.08
Wiggin Street	Messini Pl - Hawthorne Dr	0.34
Wiggin Street	Hawthorne Dr - Evanwood Av	0.06
<b>TOTAL</b>		<b>32.24</b>

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AREA MAPS AND STREET LISTINGS

CASA CONEJO



**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

**CASA CONEJO - 2nd and 4th Wednesday**

Street/Road Name	Street/Road Limits	Curb Mileage
Alice Drive	Wendy Dr - 130e Debbie St	0.70
Bella Drive	Alice Dr - 142s Wendy Dr	0.44
Ben Court	Gerald Dr - CDS	0.14
Bob Court	CDS - Alice Dr	0.06
Carl Court	Jenny Dr - CDS	0.08
Carmen Court	CDS - Virginia Dr	0.14
Cary Court	Jenny Dr - CDS	0.10
Cathy Drive	Theresa Dr - Michael Dr	0.50
Cay Court	CDS - Michael Dr	0.16
Debbie Street	Alice Dr - Lisa Crt	0.48
Dena Drive	Henry Dr - Michael Dr	0.32
Dena Drive	Gerald Dr - Ruth Dr	0.58
Devia Drive	Theresa Dr - Michael Dr	0.56
Diana Court	CDS - Virginia Dr	0.12
Dorena Drive	Theresa Dr - Michael Dr	0.42
Dorena Drive	Alice Dr - Bella Dr	0.40
Ethel Court	Jenny Dr - CDS	0.10
Frankie Drive	Jenny Dr - Ruth Dr	0.60
Gerald Drive	336w Jenny Dr - Wendy Dr	0.68
Gerald Drive	Wendy Dr - E CDS	0.16
Gerst Drive	Lesser Dr - Gloria Dr	0.34
Gloria Drive	Jenny Dr - Ruth Dr	0.56
Helen Court	CDS - Virginia Dr	0.12
Henry Drive	Dena Dr - Michael Dr	0.24
Henry Drive	Jenny Dr - Gerald Dr	0.44
Jeanne Court	Gerald Dr - CDS	0.08
Jenny Drive	Gerald Dr - 40s Old Conejo Rd	1.46
Kitty Street	Alice Dr - Lisa Ct	0.60
Lesser Drive	130w Jenny Dr - Dena Dr	0.58

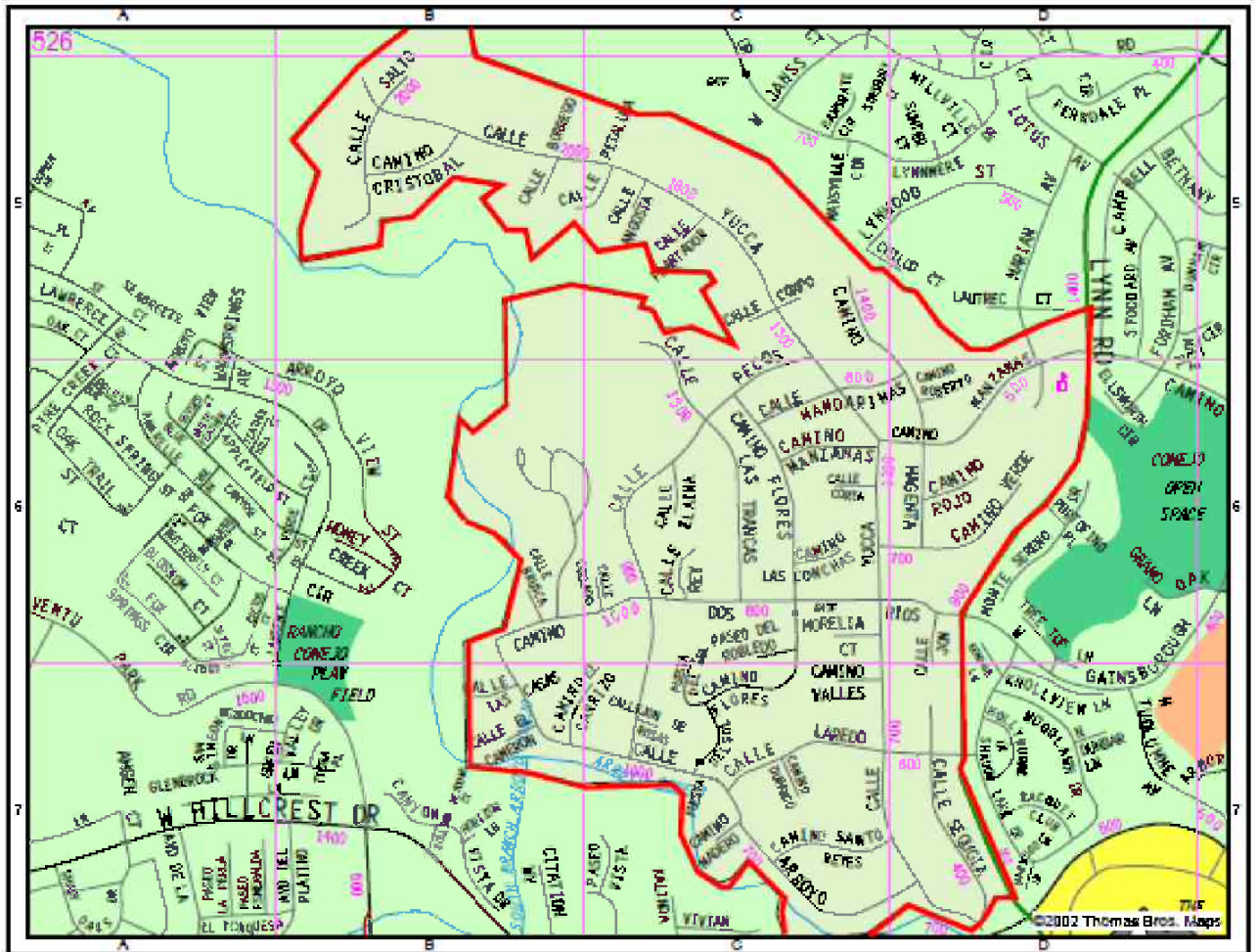


**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

Lily Court	Jenny Dr - CDS	0.12
Lisa Court	Kitty & Debbie St - CDS	0.18
Lois Avenue	40n Wendy - 40s Old Conejo Rd	0.46
Lois Avenue	Lois Av - CDS	0.04
Louis Drive	William Dr - Jenny Dr	0.44
Lynn Court	Kitty St - CDS	0.10
Malat Drive	Lesser Dr - Gloria Dr	0.44
Martha Drive	Randy Dr - Kitty St	0.28
Melvin Court	Jenny Dr - CDS	0.10
Michael Drive	CDS - 130e Virginia Dr	1.18
Molly Court	CDS - Virginia Dr	0.14
Randy Drive	Alice Dr - CDS	0.34
Rudman Drive	Lesser Dr - Gloria Dr	0.40
Ruth Drive	Wendy Dr - 40s Old Conejo Rd	0.60
Sarah Court	CDS - Virginia Dr	0.12
Shirley Drive East	Debbie St - 343e	0.12
Theresa Drive	Wendy Dr - 119e Virginia Dr	0.64
Verna Avenue	Lois Av N - Lois Av N	0.48
Virginia Drive	Theresa Dr - Michael Dr	0.58
Wendy Drive	55n Borchard Rd - 120s Lois Av	1.06
William Drive	Jenny Dr - Dena Dr	0.42
<b>TOTAL</b>		<b>19.40</b>

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EXHIBIT I  
AREA MAPS AND STREET LISTINGS

LYNN RANCH



**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

**LYNN RANCH -**

Street/Road Name	Street/Road Limits	Curb Mileage
Calle Angosta	CDS - Calle Yucca	0.08
Calle Arroyo	Calle Yucca - Camino Dos Rios	1.84
Calle Borrego	CDS - Calle Yucca	0.12
Calle Brusca	Camino Dos Rios - CDS	0.12
Calle Collado	Camino Dos Rios - CDS	0.12
Calle Compo	CDS - CDS	0.18
Calle Corta	CDS - Calle Yucca	0.14
Calle Elaina	CDS - Calle Pecos	0.16
Calle El Cameron	CDS - Calle Arroyo	0.10
Calle Jon	CDS - Camino Dos Rios	0.16
Calle Laredo	Calle Arroyo - 67w Lynn Rd	0.82
Calle Las Casas	CDS - Calle Arroyo	0.14
Calle Las Trancas	Camino Dos Rios - CDS	0.92
Calle Mandarininas	Camino Flores - Camino Magenta	0.54
Calle Pecos	Calle Arroyo - Calle Yucca	1.62
Calle Petaluma	CDS - Calle Yucca	0.18
Calle Plantador	CDS - Calle Yucca	0.10
Calle Salto	CDS - Calle Yucca	0.44
Calle Salto	Calle Yucca - CDS	0.14
Calle Sequoia	Calle Yucca - CDS	0.76
Calle Yucca	124s Cl Sequoia - Cam Dos Rios	1.26
Calle Yucca	Camino Dos Rios - North end	2.74
Callejon De Rosas	Calle Pecos - End	0.08
Camino Cristobal	Calle Salto - Calle Yucca	0.38
Camino Dos Rios	CDS - 67w Lynn Rd	1.62
Camino Durango	CDS - Calle Laredo	0.12
Camino El Carrizo	Calle Arroyo - CDS	0.24
Camino Flores	240s Cam Dos Rios -Calle Pecos	0.78
Camino Las Conchas	Camino Flores - CDS	0.16

**RFP 5667  
EXHIBIT I  
AREA MAPS AND STREET LISTINGS**

Camino Madero	CDS - Calle Arroyo	0.10
Camino Magenta	Camino Verde - End	0.88
Camino Manzanas	Camino Flores - 48w Lynn Rd	1.14
Camino Roberto	Camino Magenta - CDS	0.08
Camino Rojo	Camino Magenta - CDS	0.18
Camino Santos Reyes	Calle Arroyo - Calle Yucca	0.42
Camino Valles	CDS - Calle Yucca	0.14
Camino Verde	Calle Yucca - CDS	0.56
Marian Avenue	Camino Manzanas - 189 north	0.08
Morelia Court	CDS - Calle Yucca	0.10
<b>TOTAL</b>		<b>19.74</b>



**RFP 5667  
ATTACHMENT B**

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

The County of Ventura Living Wage Ordinance No. 4233, as amended, provides that all employers (except where specifically exempted) under contracts for "services" to or for County and that: (1) involve an expenditure in excess of \$25,000 dollars, within a twelve month period; and (2) has a term of at least three months will comply with all applicable provisions of the Ordinance.

During the performance of this Contract, Contractor certifies that it will comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinance. Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.

Contractor further agrees:

- a. To pay covered employees a wage no less than the minimum initial compensation of \$10.50 per hour with health benefits, as referred to in (c) below, or otherwise \$12.50 per hour pursuant to Section 4954 (a). Such rates may be adjusted annually in accordance with Section 4954(c).
- b. To provide at least 12 compensated days off per year pursuant to Section 4955.
- c. Where so elected under (a) above, to pay at least \$2.00 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 4954(c).
- d. Not to retaliate against any employee claiming non-compliance with the provisions of these ordinances and to comply with federal law prohibiting retaliation for union organizing.

**Failure to complete and submit this form may result in disqualification from the competitive solicitation process or contract termination.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Officer or  
Authorized Representative

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

**RFP 5667  
ATTACHMENT C  
Living Wage Ordinance**

**OFFEROR/CONTRACTOR APPLICATION FOR EXEMPTION**

The County of Ventura Living Wage Ordinance No. 4233, as amended, requires County service contractors and subcontractors to comply with the provisions of the Ordinance. Contractors may apply for consideration of exemption from the Ordinance.

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Please list the reason for exemption. Cite specific Ordinance section(s) and subsection(s). Attach additional sheets as necessary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach this form and any documentation that supports your claim for exemption and submit with your RFP response.**

Name of contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GSA/PROCUREMENT SERVICES RECOMMENDATION:**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Department Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**RFP 5667  
ATTACHMENT D**

**LIVING WAGE ORDINANCE (LWO) CHECKLIST FOR COUNTY CONTRACTORS  
RESPONDING TO AN RFP**

**It is advisable for prospective contractors to review the Living Wage Ordinance (LWO). If copies of these documents are not included in your RFP, you may obtain them from the department issuing the RFP.**

Exemptions:

1. Small employer employing no more than five full-time persons, Section 4956(a).
2. Government Entities. Including, without limitation, cities, counties, and state agencies, Section 4956(b).
3. Collective Bargaining. To the extent that any collective bargaining agreement applies to an employee who would otherwise be entitled to be paid a living wage, this Ordinance will not apply, Section 4956(c).
4. In-Home Support Service Workers. The Ordinance will not apply to any employee providing in-home support services pursuant to the Welfare and Institutions Code, Section 4956(d).
5. Service contract for expenditure that is less than \$25,000 within a twelve-month period or has a term less than three months, Section 4952(f).
6. A contract subject to federal or state laws or regulations that would preclude application of the living wage requirement otherwise applicable pursuant to this Ordinance, Section 4952(f).
7. A contract between the County and another governmental entity, Section 4952(f).
8. A contract between the County and a financial or banking institution for financial or banking services, Section 4952(f).
9. A contract for professional services requiring specialized skills or licensure, including but not limited to experts, consultants, auditors, engineers, attorneys, and banking representatives, Section 4952(f).
10. A contract with a non-profit corporation qualifying under Internal Revenue Code section 501(c)(3), Section 4952(f).
11. Printing/Copying Services.
12. Construction Contracts.

If you think that you are exempt from the LWO, you must initiate the exemption process and submit the Offeror/Contractor Application for Exemption (**Attachment C**) with your proposal.

Determine Your Full Costs Under the LWO

- Contact all subcontractors that will perform work under your contract with County. Inform them that they must also comply with the LWO. Give each subcontractor a copy of the Ordinance, this Checklist and the Declaration of Compliance to assist them in calculating their costs.
- List all employees that will work on the contract.
- Include all employees who work at least four hours per week on County service



**RFP 5667**  
**ATTACHMENT D**

- contracts.
- In calculating your proposal, each employee must be compensated according to the Ordinance.
- Part-time employees who work at least four hours per week on County service contracts are subject to the LWO, and must receive the same hourly wage rates as full-time employees. However, their compensated and uncompensated days off are pro-rated based on the number of hours worked.
- Contractors are responsible for ensuring that all subcontractors provide bids and cost estimates based on the full LWO costs to their firms.
- Annual "living wage" adjustments, if any, are announced by the County Executive Office (CEO) effective July 1st. The adjustments are based on increases in the Consumer Price Index – W (Urban Wage Earners and Clerical Workers not seasonally adjusted for the U.S. city average) for the preceding calendar year or years utilizing 2001 as the base year.
- The prime contractor is responsible for notifying all subcontractors of wage rate changes.
- Submit Your Proposal
- Sign the Declaration of Compliance
- All contractors providing services subject to the LWO must include a signed Declaration of Compliance (**Attachment D**) with their proposal, or they may be deemed non-responsive. The awarding department must notify Contractor in writing that they have been disqualified.
- Contractors may appeal a disqualification to the awarding department within 5 days of receiving the written notice disqualifying them.

If you are awarded the Contract:

Provide Employee Information to GSA/Procurement Services.

- Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.
- Failure to submit required documentation will result in withholding payments by the Auditor-Controller, or termination of the contract.
- The prime contractor is responsible for the compliance of all subcontractors with the Living Wage Ordinance.
- Contractors and subcontractors must provide written notice to each covered employee who is engaged in work pursuant to a service contract. The notice will specify the living wage rate, minimum health benefit, if applicable, and compensated time off as well as notice that an employee has grievance rights if he/she believes his/her rights under the Living Wage Ordinance are being violated. A copy of the notice must be made available to all covered employees, must be posted prominently in languages spoken by a large percentage of the workforce, and a copy must be submitted to the awarding agency.

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**ATTACHMENT D**

- Submit proof of health benefits for prime and subcontractors to GSA/Procurement Services within 10 days of execution of the contract (i.e., copy of monthly premium statement from carrier listing all employees).
- Failure to submit required documentation will result in withholding of payments by the Auditor-Controller.