

**MEETING DATE:** 10/22/07

**AGENDA ITEM:** Authorization to Solicit Proposals for Citywide Street Sweeping Services.

### ATTACHMENTS

#### Pages

1 Copy of the Request for Proposal

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## **NOTICE REQUESTING PROPOSALS**

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### **RFP # 1374**

Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

#### **REQUEST FOR PROPOSALS FOR CITYWIDE STREET SWEEPING SERVICES**

in strict accordance with the Specifications on file in the office of the CITY PURCHASING OFFICER, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the PURCHASING OFFICE at that address, telephone number (310) 253-6550.

Original and three copies of the proposal must be filed with the CITY CLERK in CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than **3:00 p.m. on Tuesday, November 27, 2007** at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile proposals will not be accepted. Any bidder may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: \_\_\_\_\_  
Ela Valladares, Deputy City Clerk

Published in **The Culver City News** on **Thursday, October 25, 2007**

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## General Instructions

### SECTION I

Each bid shall include the following components:

|             |                                 |
|-------------|---------------------------------|
| SECTION I   | GENERAL INSTRUCTIONS / BID FORM |
| SECTION II  | TECHNICAL SPECIFICATIONS        |
| SECTION III | NON-COLLUSION AFFIDAVIT         |

The attached City forms shall be submitted as part of the bid. Each vendor may submit additional data in support of its bid. However, failure to include any one or more of the foregoing components will render the bid incomplete and the City reserves the right to reject such bids.

### BID SUBMITTAL:

A complete submittal will consist of the **original** and **three (3) copies** of the bid documents. All submittals must be clearly marked with the RFP #1374, received, and time-stamped by the City Clerk at the address provided no later than **3:00 pm on Tuesday, November 27, 2007** addressed to:

**City Clerk  
City of Culver City  
9770 Culver Blvd.  
Culver City, CA 90232**

Bids may be hand-delivered to the City Clerk prior to the schedule proposal opening time. Late bids will not be accepted.

### For Further Information Contact:

- Eric Mirzaian, Project Manager at (310) 253-6410
- Margarita Lee, Purchasing Officer at (310) 253-6552

### Extension of Contract to Other Public Agencies

Indicate below if the prices, terms and conditions of this bid may be extended to other public agencies for the stated time period after bid award by lead agency. All requirements of the specifications, purchase orders, invoices and payments with other agencies shall be handled directly by the additional agency(ies) and the Contractor. Culver City shall be notified immediately of any agency(ies) added to the Contract.

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Expires: \_\_\_\_\_

### COMPLIANCE WITH LAW

Contractor and its agents and employees shall be bound by and comply with all federal, state and local laws, ordinance, rules and regulations, and any and all other governing bodies having legal jurisdiction with respect to the area where such work is performed.

### BUSINESS LICENSE AND PERMITS

The selected vendor shall be required to obtain all applicable Culver City permits and business licenses. The Business License Division may be reached at (310) 310-5888. The cost of these items shall be included in the total bid price.

### **INJURY AND ILLNESS PREVENTION PROGRAM**

Successful bidder shall be required to submit, within three days of notification, their Injury and Illness Prevention Program (IIPP) as required by Labor Code 401.7 and Title 8, 3203 of the California Code of Regulations.

### **INSURANCE PROVISIONS**

Comprehensive General Liability Insurance (including product liability when applicable) in the amount of One million dollars (\$1,000,000) per occurrence.

Auto Liability Insurance in the amount of One million dollars (\$1,000,000) per occurrence, combined single limit.

Workers Compensation Insurance as required by State of California statutes.

The City of Culver City is to be named as Additional Insured on the above captioned insurance coverages as respect to the City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to execution of this agreement and by presenting to the City and endorsement to the policy signed by an officer of the insurance agency within thirty (30) days of the date of the bid award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty (30) days written notification of change or cancellation of the policy. Insurance policies to be in a form and written by companies acceptable to the City; and shall include endorsements which are necessary to ensure coverage which is appropriate to the nature of the agreement.

**If your insurance carrier charges an additional fee, you must include that amount in project cost.**

### **DISQUALIFICATION AND REJECTION OF BIDS**

The City of Culver City reserves the right to reject any bidder(s) who have previously failed to properly perform or satisfactorily, or complete on time, or in manner consistent with bid documents, contract of similar nature, or to reject the bid of a bidder who is not in a position to perform such contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth in the specifications.

### **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

California Government Code Section 12940 provides that it shall be unlawful employment practice, unless based upon a bona fide occupational qualification, or except where based on applicable security regulations established by the State of California, for an employer, because of race, religious creed, color, national origin, ancestry, physical impairment, medical condition, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to discriminate against such person in compensation or in terms, conditions, or privileges of employment.

Even if not legally bound by said Government Code Section 12940, Contractor agrees to comply therewith.

Violation of this provision shall be deemed materials default by Contractor giving the City of Culver City a right to terminate the Purchase Order.

Minority & Women-owned Business Enterprise(s) shall be given the opportunity to be and to receive awards on the same basis as any other Contractor.

### **PRE-AWARD INSPECTION AND REVIEW**

The City of Culver City, prior to recommendation of award of bid, may inspect each qualified bidders operation and physical plant. The City may inspect offices, equipment, vehicles and personnel, to verify and ensure that the Contractor has sufficient expertise, manpower and equipment to perform to the degree an manner requested in the specifications.

## GENERAL INFORMATION

### Project Summary

The City of Culver City is soliciting proposals from qualified firms to provide citywide street sweeping services. Street sweeping shall be performed during both daytime and nighttime hours and shall include the sweeping of paved streets, alleys, parking lots/structures and bicycle paths.

### Scope of Work

The sweeping of streets and alleys currently owned and maintained by the City of Culver City, the parking lots/structures identified under the "Technical Specifications" of this RFP and the bicycle path along Ballona Creek.

## TERMS AND PRICING

The term of the agreement shall be a total of three (3) years with the option of extending for an additional three (3) years at the discretion of the Public Works Director/City Engineer or his designee. Proposers will be asked to bid on both an hourly rate and curb mile rate basis. Either party may terminate the agreement without cause with a thirty-day (30-day) written notification.

## PROPOSAL SUBMITTAL TIMELINE

### 1. Pre-proposal Meeting

Interested proposers must attend a mandatory pre-proposal meeting. The meeting is scheduled for **Wednesday, October 31, 2007 at 10:00 am**. The locations of the meeting will be at the Public Works Maintenance Yard, 9505 W. Jefferson Blvd., Culver City, CA 90232.

### 2. Proposal Due Date

Proposals shall be delivered in one (1) original and three (3) copies in an envelope clearly marked Bid # 1374 "Citywide Street Sweeping Services" to the City Clerk in City Hall at 9770 Culver Blvd., Culver City, CA 90232 **no later than 3:00 p.m. on Tuesday, November 27, 2007.**

### Contacts:

Eric Mirzaian, Project Manager  
Phone: (310) 253-6410  
Fax: (310) 253-6430  
[Eric.mirzaian@culvercity.org](mailto:Eric.mirzaian@culvercity.org)

Margarita Lee, Purchasing Officer  
Phone: (310) 253-6552  
Fax (310) 253-6564  
[Margarita.lee@culvercity.org](mailto:Margarita.lee@culvercity.org)

## ASSIGNMENT OF CONTRACT RESTRICTED

No assignment by the Bidder of any contract to be entered into in accordance with Notice Inviting Bids and these instructions or any part thereof, or of funds to be received hereunder, will be recognized by the City of Culver City unless such assignment has prior written approval of the City of Culver City and the surety on all bonds had notice of such assignment in writing and has consented thereto in writing.

In entering into the Contract or any Subcontract for the Project, the Contractor and Subcontractor offer and agree to assign to the City of Culver City all right, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the Contract or any Subcontract. This assignment shall be deemed made and effective at the time the City of Culver City tenders final payment to the Contractor, without further acknowledgment by the parties.

## **INSURANCE PROVISIONS**

Comprehensive General Liability Insurance (including product liability coverage when applicable): One million dollars (\$1,000,000) per occurrence.

Auto Liability Insurance in the amount of One million dollars (\$1,000,000) per occurrence, combined single limit.

Workers Compensation Insurance: As required by State of California statutes.

The City of Culver City and RTI Consulting Inc. are to be named as an Additional Insured on the above-captioned insurance coverage as respect to the City's interest under this agreement. This is to be compiled with by presenting an appropriate insurance certificate to the City prior to execution of a contract; and by presenting to the City an endorsement of the policy signed by an officer of the insurance agency within thirty (30) days of the date of the bid award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. Insurance policies to be in a form and written through companies acceptable to the City; and shall include endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

**If your insurance carrier charges an additional fee, you must include that amount in your project costs.**

## **DISQUALIFICATION AND REJECTION OF BIDS**

The City of Culver City reserves the right to reject the bid of any bidder(s) who have previously failed to perform properly or satisfactorily, or complete on time, or in manner consistent with the bid documents, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth in the specifications.

## **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

California Government Code Section 12940 provides that it shall be unlawful employment practice, unless based upon a bona fide occupational qualification, or except where based upon applicable security regulations established by the United States of the State of California, for an employer, because of the race, religious creed, color, national origin, ancestry, physical impairment, medical condition, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to discriminate against such person in compensation or in terms, conditions, or privileges of employment.

Even if not legally bound by said Government Code Section 12940, Contractor agrees to comply therewith/

Violation of this provision shall be deemed materials default by Contractor giving the City of Culver City a right to terminate the Purchase Order.

Minority & Women-owned Business Enterprise(s) shall be given the opportunity to bid and to receive awards on the same basis as any other Contractor.

## **PRE-AWARD INSPECTION AND REVIEW**

The City of Culver City, prior to recommendation of award of bid, may inspect each qualified bidders operation and physical plant. The City may inspect offices, equipment, vehicles and personnel, to verify and ensure that the Contractor has sufficient expertise, manpower and capital to perform the required specifications to the degree and manner to which it has been requested.

## NOTICE TO COMMENCE WORK

Upon receipt and acceptance by the City of Culver City of the executed contract, the required guaranty and insurance certificates, a Notice to Commence Work will be mailed to the Successful Bidder.

## BID FORM

The undersigned, declares that the published notice inviting bids and this proposal have been read and understood and proposes and agrees to furnish and deliver to the City of Culver City the items listed below in accordance with the specifications herein and that the following prices will be accepted as payment in full therefore, as follows:

### BID # 1373 CITYWIDE STREETSWEEPING SERVICES

#### Note to Bidders:

- 1) **A mandatory pre-bid conference by reservation** will held for all contractors on **Wednesday, October 31<sup>st</sup> at 10:00 a.m.** at the **Public Works Maintenance Yard, 9505 W. Jefferson Blvd., Culver City, CA 90232**. This conference will allow all contractors to review the project sites and ask any questions regarding the scope of work required.

**Reservations Contact: Eric Mirzaian, Project Manager 310/ 253-6410**

- 2) A City of Culver City **Business License** is required if awarded the bind. Please call (310) 253-5888 for further information.
- 3) Include a list of at least **five** Southern California clients whose projects your firm has completed in the past ten years that are of similar size and scope to this project, including their name, telephone number and address where the work was performed.
- 4) Awardee will be required to provide and maintain proof of insurance in the amount of \$1,000,000 as follows:
  - A) Comprehensive General Liability
  - B) Comprehensive Auto Liability
  - C) Workers' Compensation Liability

**Insurance must list the City of Culver City as additional insured.**

#### Pricing:

Prices quoted include all labor, materials, any and all equipment used in the performance of the work, tax and applicable insurance. Bid price must remain in effect for 90 days from bid opening date. City reserves the right to accept all or part of this scope of work, as budget allows and to make additions/removals as necessary.

Culver City has 116 curb miles to be swept during night time routes and 104 curb miles to be swept during day time routes. In addition, 4 miles of bicycle paths need to be swept that may require special equipment to access. All references to curb miles are estimates only. Residential streets are swept once per week while commercial streets are swept anywhere from once to five time per week. Additionally, 18 parking lots will be swept once per week. Based on these figures, bidders will be required to provide a yearly lump sum amount in addition to providing an hourly rate and curb mile rate for additional work or credits when sweeping does not occur due to adverse weather conditions or upon direction by the City.

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**Base Bid Pricing:**

Bid Price – Year 1: \$ \_\_\_\_\_

Bid Price – Year 2: \$ \_\_\_\_\_

Bid Price – Year 3: \$ \_\_\_\_\_

**Renewal Options:**

Bid Price – Year 4: \$ \_\_\_\_\_

Bid Price – Year 5: \$ \_\_\_\_\_

Bid Price – Year 6: \$ \_\_\_\_\_

**Price per curb mile and hourly rate for additional streets, alleys, parking lots, bike paths, or modifications:**

\$ \_\_\_\_\_ Hourly Rate

\$ \_\_\_\_\_ Price per Curb Mile

Prices quoted include all labor, material, tax and applicable insurance. Bid Price must remain in effect for 90 days from bid opening date.

**Salary and/or benefits paid to street sweeping personnel:**

Hourly Rate: \$ \_\_\_\_\_

Benefits: \_\_\_\_\_

**Discounts:**

Discounts for payment of invoice with \_\_\_\_\_ days: \_\_\_\_\_ %

The City is unable to process payments in less than 10 days.

**Federal Excise Tax:**

The City is exempt from Federal Excise Tax.

It is agreed that if any option granted herein is exercised, the City shall notify the contractor during the life of the contract and at least thirty (30) days prior to the expiration of the contract.

By signature hereto: I acknowledge that the items to be furnished will comply fully with the attached specifications, except where specifically noted.

I understand that the City shall evaluate proposals in accordance with its Municipal Code, and that the City reserves the right to reject any and all proposals and to waive minor irregularities.

Dated This: \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_

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

Typewritten/printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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## **SECTION II**

### **REQUEST FOR PROPOSALS #1374**

### **CITYWIDE STREET SWEEPING SERVICES**

### **TECHNICAL SPECIFICATIONS**

#### **A. Definitions and General Information**

1. This Contract for professional street cleaning and service shall be for a period of three (3) years from the start date, and may be extended for an additional three (3) years upon mutual consent of both parties.
2. Culver City has 116 curb miles to be swept during night time routes and 104 curb miles to be swept during day time routes. In addition, 4 miles of bicycle paths need to be swept that may require special equipment to access. All references to curb miles are estimates only. Residential streets are swept once per week while commercial streets are swept anywhere from once to five time per week. The following parking lots shall be swept once per week as well:

Transportation Facility

Veteran's Memorial Building

Senior Center

Virginia Ave/Jordan Way

McManus Park

Culver City Park

Cardiff Parking Structure

Watseka Parking Structure

Ince Parking Structure

Police Headquarters – 4040 Duquesne Ave.

City Hall Parking Structure

Transfer Station perimeter (2x/day)

Canfield Parking Lot between Culver Blvd & Venice Blvd

Linwood Howe School

La Ballona School

El Rincon School

Culver City Middle School

Culver City High School

3. The term "debris" shall mean all materials normally picked up by a mechanical sweeper, such as sand, glass, paper, cans, rocks, leaves and other materials.
4. The term "street" shall mean the paved area between the normal curb line of roadway, whether an actual curb line exists or not. It shall not include any roadways that would cause damage to the equipment used. It does not include sidewalks, areas adjacent to the roadway, or parking lots other than the parking lots specified in these specifications.
5. The term "curb mile" shall mean the distance required to sweep both sides of a street segment.
6. Adverse weather conditions shall mean heavy rains and other inclement weather conditions as so designated by the Environmental Programs & Operations Manager.
7. Holidays shall mean New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
8. The Contract for street sweeping services will be under the administration of the Public Works Department. The Environmental Programs & Operations Manager will be the Contract Administrator.

**B. Scope of Work**

1. The Contractor shall clean all streets and alleys currently owned and maintained by Culver City, the parking lots identified under "Definitions and General Information" and the bike paths along Ballona Creek.
2. The Contractor shall sweep per the following schedule of minimum except in case of adverse weather conditions and designated holidays: See Attached Maps.
3. The Contractor will supply and maintain all equipment necessary to accomplish these sweepings. Water will be supplied by hydrant access throughout the City. An eddy valve obtained from the appropriate water purveyor will be required when taking water from hydrants.
4. The Contractor will dump all debris swept up at the Culver City Transfer Station at 9255 W. Jefferson Blvd. Transfer Station hours of operation are between 4:00 a.m. to 4:00 p.m. Monday through Friday and 5:30 a.m. to 1:00 p.m. Saturday.
5. The Contractor may be required to sweep certain areas at times and frequencies other than stated above. Compensation will be on a basis equal to the rate paid under the terms of the contract.
6. All streets shall be swept with the normal flow of traffic.

7. The Contractor shall, in person or by his/her agent, investigate any complaints that may concern or be involved in the performance of these Specifications, pursuant to the Street Sweeping Contract. Complaints shall be resolved within a 24 hour period. The Contractor shall maintain a log of all complaints received, including action taken to resolve the complaint, and submit the log to the Environmental Programs & Operations Manager with the Contractor's weekly progress report.

### **C. Equipment Specifications**

1. The Contractor must have proof of ownership, or a signed lease for the duration of this project, pursuant to the Contract, of a least two (2) motorized machines suitable for performing these specifications. A list of machines must be enclosed with the Contractor's bid. Where new equipment will be purchased, the Contractor should provide a signed quotation from an equipment dealer, with a guaranteed delivery date, in order to ensure that work can begin on time.
2. All machines must meet all AQMD and CARB regulations regarding vehicle emissions.
3. Machines must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.
4. Machines must be properly registered and insured in accordance with the motor vehicle laws of the State of California.
5. All equipment used by the Contractor shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted, from an operational standpoint and from a safety standpoint. All sweepers shall be equipped with operational amber dome lights and flashing taillights.
6. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this contract.
7. Equipment must be capable of removing all litter, leaves, and debris sufficiently and meet the City's stormwater TMDL standards and street sweeping industry standards. Equipment must travel at the appropriate speed per street sweeping industry standards so that all litter and debris will be properly swept.
8. Equipment must conform to all federal and local safety and environmental regulations. The City may conduct random checks to insure compliance.
9. Vehicles must be equipped with dual gutter brooms, regenerate air or TYMCO type, as required by regulation capable of sweeping at a minimum nine-foot path.
10. The sweepers must be identifiable by a unique number or some other unique and prominent symbol, such as a company logo.
11. Equipment operators are required to have the proper licenses to operate the equipment and can be subject to background checks of their driving records and drug testing.

#### **D. City Obligations**

1. The City will provide adequate hydrant access throughout the City through agreements with local water purveyors.
2. The City will provide and maintain an adequate disposal site for dumping debris picked up by the Contractor.

#### **E. Contractor's Obligation**

1. The Contractor must be able to meet all requirements of these Specifications for this project.
2. The Contractor is liable for any vehicle accidents involving its street sweepers and for receipt of traffic violation citations and indemnify and defend the City.
3. The Contractor will provide fuel and maintenance for all vehicles and for equipment.
4. The Contractor must have a supervisor or foreman available at all time to direct operations. This supervisor or foreman will report any problems that occur to the Environmental Programs & Operations Manager or his designee and provide activity reports on a weekly basis.
5. The Contractor shall maintain the agreed upon frequency of sweeping as closely as possible, subject to adverse weather conditions and conditions beyond the Contractor's control defined under the terms herein. The Contractor will not be required to do any hand sweeping nor be required to return to sweep an area previously blocked by illegally parked vehicles, unless requested to do so by the Environmental Programs & Operations Manager.
6. The Contractor must show, by past performance, capability of performing tasks of the magnitude described herein. A list of other cities for which contracts have been completed, or are currently in progress, must be provided to the City.
7. The Contractor agrees not to sublet or assign this contract in whole or in part without the prior written authorization of the Environmental Programs & Operations Manager.
8. The Contractor will provide safety checks on all equipment.
9. A performance bond in the amount of one hundred percent (100%) of the total annual contract price shall be required of the Contractor.
10. Street sweeping schedule is subject to change per the City's discretion.

#### **PROPOSAL REQUIREMENT & FORMAT**

1. Company Profile: Identify the legal name, address, telephone and fax number or your firm.
2. Qualifications: At a minimum, eligible proposers will have qualifications in providing street sweeping services.

3. Scope of Service: Describe the recommended scope of service to be performed by your firm that clearly displays an understanding of the project as described in this RFP. Additionally, specific items that will not be maintained by proposers shall be clearly indicated in the proposal.
4. References: Provide a minimum of five (5) references the City may contact concerning your performance on other similar sweeping contracts preferably in the Southern California area.
5. Claim History: Provide information on any legal judgments or claim settlements your firm and any individual has had in the past five years against any public or private entity for whom it provides service, with an explanation of their disposition.
6. Schedule of Fees: The measurement and payment for street sweeping services shall be made at a total rate based on the agreed street sweeping schedule. Adjustments will be applied when appropriate for additional extraordinary sweeping services or when sweeping does not occur due to adverse weather conditions or as directed by the City.
7. Equipment: Proposers shall provide a list of specific type of equipment that will be used for sweeping at all locations described in this RFP.
8. Proof of the Following Insurance Coverage:
  - General Liability coverage of premises, products and complete operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
  - Auto Liability Insurance in the amount of \$1,000,000 per occurrence, combined single limit.
  - Workers Compensation Insurance as required by the State of California statutes.
  - Proof that if selected, the City of Culver City is to be named as Additional Insured on the above captioned insurance coverage's as respect to the City's interests under this agreement. This is to be complied with presenting an appropriate insurance certificate to the City prior to execution of the agreement and by presenting to the City an endorsement to the policy signed by an officer of the insurance agency within thirty (30) days of the date of the bid award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty (30) days written notification of any change or cancellation of the policy. Insurance policies to be in a form and written thru companies acceptable to the City; shall include endorsements which are necessary to ensure coverage which is appropriate to the nature of the agreement.

Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved by the Public Works Director in writing prior to commencement of actual change in work. No Fee adjustment will be allowed unless said prior approval is authorized exclusively in writing by the Public Works Director.

### SECTION III

## Non-Collusion Affidavit To Be Executed By Each Awardee of a Bid

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly  
Sworn, deposes and says that he is:

\_\_\_\_\_  
(sole City of Culver City, partner, president, secretary, etc.)

of: \_\_\_\_\_

the party making the foregoing proposal; that such proposal is not made in the interest of or on behalf any undisclosed person, partnership, company, association, organization or corporation; that such proposer has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract, that all statements contained in such proposal are true; and , further, that said proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative hereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said proposer in his general business.

Signed:

\_\_\_\_\_  
Subscribed and sworn before me

This \_\_\_\_\_ Day of \_\_\_\_\_

(Notary Seal)

\_\_\_\_\_  
Notary Public

# LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

## FIRM / ORGANIZATION INFORMATION FORM

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. The information requested below is for statistical purposes only. On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR § 23.5.

**I. TYPE OF BUSINESS ENTITY:** \_\_\_\_\_

(Non-profit, Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

**II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):**

**III RACE/ETHNIC COMPOSITION OF FIRM:** (Owners, Partners, Associate Partners, Managers, Staff, etc.)

Please break down the total number of employees in your firm into the following categories:

|                                | OWNERS/PARTNERS/<br>ASSOCIATE PARTNERS |        | MANAGERS | STAFF |
|--------------------------------|----------------------------------------|--------|----------|-------|
|                                | Male                                   | Female |          |       |
| Black/African American         |                                        |        |          |       |
| Hispanic/Latin American        |                                        |        |          |       |
| Asian American                 |                                        |        |          |       |
| American Indian/Alaskan Native |                                        |        |          |       |
| Filipino American              |                                        |        |          |       |
| White                          |                                        |        |          |       |

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

|       | Black/African<br>American | Hispanic/<br>Latino | Asian or Pacific<br>Islander | American Indian/<br>Alaskan Native | Filipino<br>American | White |
|-------|---------------------------|---------------------|------------------------------|------------------------------------|----------------------|-------|
| Men   | %                         | %                   | %                            | %                                  | %                    | %     |
| Women | %                         | %                   | %                            | %                                  | %                    | %     |

**V. CERTIFICATION AS MINORITY, WOMEN DISADVANTAGED, & DISABLED VETERANS BUSINESS ENTERPRISE**

Is your firm currently certified as a minority, women-owner, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of the notice of certification.)

  M     W     D     DV  

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority W = Women D = Disadvantaged DV= Disabled Veterans