

**REVISED EXHIBIT "A"**  
**RFB NO. 22-23-31 - BID FORM**  
**Project: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-31 dated: 8/15/23, the undersigned BIDDER hereby proposes to furnish all labor, materials, equipment, fuel, tools, appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the said Purchasing Division may proceed to award the contract to others.

BIDDER agrees that if awarded the contract, Successful Bidder shall furnish a Performance Bond in the amount of one hundred percent (100%) of the agreement, as surety condition for the full, complete, and faithful performance of the agreement as outlined in the RFB document.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER agrees that if awarded the contract, Successful Bidder shall abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works maintenance contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to maintaining a valid DIR registration number throughout the life of this contract, payment of state prevailing wages, and uploading certified payrolls electronically to the Labor Commissioner.

The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER understands that City will determine Lowest Bidder based on the **lowest BASE BID TOTAL**. Award, if made will be to the Lowest Bidder whose bid is deemed both responsive and responsible and meets all required specifications. **After Lowest Bidder has been determined, the City reserves the right to award Base Bid Only or Base Bid + one or more of the Alternate Bid items depending on funding.**

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

**INSTRUCTIONS:**

**BIDDER is to calculate Base Bid as follows:**

1. For Items 1 through 30 Bidder is to multiply Quantity (column A) x Unit Price (column B) x Number of Annual Services (Column C) = Annual Price (column D).
2. BIDDER shall total the Annual Price Column where indicated to calculate the Total Base Bid.

**Note: Quantities listed as "miles" are referring to "street miles".**

<b>ANNUAL CONTRACT FOR STREET SWEEPING SERVICES BASE BID</b>											
Prices bid include labor, equipment, materials, fuel, supplies, taxes, and all costs to perform street sweeping services as stated in RFB-22-23-31											
Item #	Description	Frequency	A				B		C		D
			Quantity	Unit	Exhibit	Map	Unit Price	Unit	# Annual Services	Annual Price	
<b>STREETS:</b>											
1	Streets	Monthly	520	miles	A	1	\$ 145.00 per mile		12	\$ 904,800.00 ✓	
2	Street Medians	Monthly	64.5	miles	A	1A-1D	\$ 150.00 per mile		12	\$ 116,100.00 ✓	
<b>STATE ROUTES:</b>											
3	State Route	Weekly	4.0	miles	B	2	\$ 145.00 per mile		52	\$ 30,160.00 ✓	
4	State Route Medians	Weekly	5.2	miles	B	2	\$ 150.00 per mile		52	\$ 40,560.00 ✓	
<b>DOWNTOWN:</b>											
5	Central District	2x Week	6.0	miles	C	3	\$ 145.00 per mile		104	\$ 90,480.00 ✓	
6	East District	2x Month	2.6	miles	C	4	\$ 155.00 per mile		24	\$ 9,672.00 ✓	
7	Alleys	Weekly	2.9	miles	D	5	\$ 115.00 per mile		52	\$ 17,342.00 ✓	
<b>BIKE PATHS:</b>											
8	Bike Paths - Various	2x Month	24.1	miles	E	6	\$ 105.00 per mile		24	\$ 60,732.00 ✓	
9	Delineated Bike Paths	2x Month	1.4	miles	E	6	\$ 150.00 per mile		24	\$ 5,040.00 ✓	
10	Packwood	Weekly	1.0	miles	E	6	\$ 105.00 per mile		52	\$ 5,460.00 ✓	
<b>PARKING LOTS/ROADWAYS:</b>											
11	Downtown	Weekly	667,194	sq. ft.	F1	7	\$ 0.0030 per sq. ft.		52	\$ 104,082.26 ✓	
12	Downtown	2x Month	296,648	sq. ft.	F2	7	\$ 0.0030 per sq. ft.		24	\$ 21,358.66 ✓	
13	Riverway Sports Park Parking Lots	Weekly	390,454	sq. ft.	F1	7J	\$ 0.0030 per sq. ft.		52	\$ 60,910.82 ✓	
14	Riverway Sports Park Roadway	Weekly	157,600	sq. ft.	F1	7J	\$ 0.0030 per sq. ft.		52	\$ 24,585.60 ✓	

Name of Bidding Agency: SCA of CA, LLC

Item #	Description	Frequency	A				B		# Annual Services	Annual Price
			Quantity	Unit	Exhibit	Map	Unit Price	Unit		
15	Plaza Park Rd & Parking Lots	2x month	107,490	sq. ft.	F2	7A	\$ 0.0030 per sq. ft.	24	\$ 7,739.28 ✓	
16	Whitendale Park	2x month	57,114	sq. ft.		7B	\$ 0.0030 per sq. ft.	24	\$ 4,112.21 ✓	
17	Summers Park	2x month	19,162	sq. ft.		7C	\$ 0.0030 per sq. ft.	24	\$ 1,379.66 ✓	
18	Ruiz Park	2x Month	16,077	sq. ft.		7D	\$ 0.0030 per sq. ft.	24	\$ 1,157.54 ✓	
19	Recreation Park	2x month	19,360	sq. ft.		7E	\$ 0.0030 per sq. ft.	24	\$ 1,393.92 ✓	
20	Fairview Park	2x month	9,144	sq. ft.		7F	\$ 0.0030 per sq. ft.	24	\$ 658.37 ✓	
21	Blain Park	2x Month	28,213	sq. ft.		7G	\$ 0.0030 per sq. ft.	24	\$ 2,031.34 ✓	
22	St. Johns Park @Ben Maddox	2x month	14,022	sq. ft.	F2	7H	\$ 0.0030 per sq. ft.	24	\$ 1,009.58 ✓	
23	Parking lot @ Lovers lane	2x month	8,350	sq. ft.	F2	7I	\$ 0.0030 per sq. ft.	24	\$ 601.20 ✓	
24	Parking Structure @ 300 E Acequia	Weekly	158,500	sq. ft.	F3	12	\$ 0.0030 per sq. ft.	52	\$ 24,726.00 ✓	
25	Parking Structure @ 222 W Acequia	Weekly	203,000	sq. ft.	F3	12	\$ 0.0030 per sq. ft.	52	\$ 31,668.00 ✓	
<b>CORPORATION YARD AREAS:</b>										
26	Corporation Yard Roads/Lots	Bi-weekly	364,896	sq. ft.		8	\$ 0.0030 per sq. ft.	26	\$ 28,461.89 ✓	
27	CNG slow-fill fuel line	Bi-weekly	122,850	sq. ft.		8	\$ 0.0030 per sq. ft.	26	\$ 9,582.30 ✓	
28	CNG fast fill public station	Monthly	20,625	sq. ft.		8	\$ 0.0030 per sq. ft.	12	\$ 742.50 ✓	
<b>SEASONAL/PERIODIC SWEEPS:</b>										
29	Leaf Season - Fall Leaf Route	Nov - Jan, curb to curb	205	Miles		9-9C	\$ 125.00 per mile	3	\$ 76,875.00 ✓	
30	Major intersections	quarterly	194	Ea.		10	\$ 100.00 Each	4	\$ 77,600.00 ✓	
<b>TRANSIT MAINTENANCE &amp; OPERATIONS CENTER: 525 N. Cain Street, Visalia</b>										
31	Employee Parking Lot	Quarterly	44,000	sq. ft.			\$ 88.00 Each ✓	4	\$ 352.00 ✓	
32	Bus Yard	Quarterly	166,000	sq. ft.			\$ 498.00 Each ✓	4	\$ 1992.00 ✓	
									<b>BASE BID TOTAL</b>	\$ 1,763,366.13 ✓

When additional Residential Zones, State Routes, Parking Lots and Bike Paths, etc. are added throughout the contract term, the price for each addition will be calculated by taking the unit price and multiplying it by the quantity of the unit of measurement and the number of times the area will be swept during the remainder of the contract term. Please note that all quantities are rounded to the nearest tenth of a mile.

Name of Bidding Agency: SCA of CA, LLC

Bidder is required to provide pricing for **Special Sweeping** as listed below. Special Sweeps are required on an as-needed basis and described in the RFB, Section V. Scope of Services, Specific Scopes of Work, Pg 10, item n. Since the special sweeps are requested as needed, the Awarded Contractor will be expected to list special sweeps as a separate line item on monthly invoice to the City. Invoice shall detail the date, location and hour(s) of each sweep.

<b>SPECIAL SWEEPS:</b>		
		<b>Unit Price</b>
<b>Non-Emergency Sweeps Contractor Response is required within 24 hours</b>	When requested	\$ <u>300.00</u> per hour
<b>Emergency Sweeps Contractor Response is required within 2 hours</b>	When requested	\$ <u>350.00</u> per hour

**ALTERNATE BID ITEMS**

Bidder is required to provide pricing on the **Alternate Item #1** and **Alternate Item #2**. Depending on available funding the City may choose to add one or more of the Alternate Bid Items to the awarded contract.

**ALTERNATE ITEM #1 – ADDITIONAL SWEEPING SERVICES FOR STREETS & MEDIANS**

If the City of Visalia chooses to increase sweeping frequency of streets and medians from once per month to twice per month on the areas listed below it will result in 12 additional sweeps per year for the areas specified.

**Bidder's pricing below shall reflect the cost to the City for the 2<sup>nd</sup> sweeping of the month for the areas listed.**

<b>ALTERNATE ITEM #1 (ADDITIONAL SWEEPING SERVICES FOR STREETS &amp; MEDIANS)</b>							
Prices bid include labor, equipment, materials, fuel, supplies, taxes, and all costs to perform street sweeping services as stated in RFB-22-23-31							
2 <sup>nd</sup> Sweeping	Frequency	A	Exhibit	Map	B	C	D
		Quantity			Unit Price	Additional Services Annually	Annual Price
<b>STREETS:</b>							
Streets	Monthly	520 miles	A	1	\$ <u>135.00</u> per mile	12	\$ <u>842,400.00</u> ✓
Street Medians	Monthly	63.8 miles	A	1A-1D	\$ <u>145.00</u> per mile	12	\$ <u>111,012.00</u> ✓
<b>ALTERNATE ITEM #1 TOTAL</b>							\$ <u>953,412.00</u> ✓



Name of Bidding Agency: SCA of CA, LLC

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Erin Quinn, Secretary 4141 Rockside Rd, Ste 100 Seven Hills, OH 44131

Jonathan Sisler, CEO, 4141 Rockside Rd Ste 100 Seven Hills, OH 44131

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

**BIDDING CONTRACTOR'S LICENSE INFORMATION:**

**STATE CONTRACTOR'S LIC. CLASS (if any):** General Building # 1107868 **EXP. DATE:** \_\_\_\_\_

**STATE D.I.R. REGISTRATION NO.:** PW-LR-1000880302 **FEDERAL TAX I.D. #** 86-1931812

**CITY OF VISALIA BUSINESS TAX CERTIFICATE #** BL056501 (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

**CONTRACTOR'S REFERENCES:** The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past three (3) years.

**REFERENCE 1**

**NAME OF AGENCY:** City of Reedley **CONTACT PERSON:** Russ Robertson

**AGENCY ADDRESS:** 845 G Street

Reedley, CA 93654 **PHONE #:** 559-637-2139

**REFERENCE 2**

**NAME OF AGENCY:** City of Tulare **CONTACT PERSON:** Andrew Bettencourt

**AGENCY ADDRESS:** 411 E Kern

Tulare, CA 93274 **PHONE #:** 559-684-4382

**REFERENCE 3**

**NAME OF AGENCY:** City of Kingsburg **CONTACT PERSON:** Alex Henderson

**AGENCY ADDRESS:** 1401 Draper St.

Kingsburg, CA 93631 **PHONE #:** 559-897-5821

Name of Bidding Agency: SCA of CA, LLC

**DESIGNATION OF SURETIES**

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

**COMPANY NAME:** HUB International Midwest Limited **TYPE OF INSURANCE:** \_\_\_\_\_  
**ADDRESS:** 1411 Opus Place, Ste 450, Downers Grove, IL 60515 **TELEPHONE#** 630-468-5600

**COMPANY NAME:** \_\_\_\_\_ **TYPE OF INSURANCE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_ **TELEPHONE#** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **TYPE OF INSURANCE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_ **TELEPHONE#** \_\_\_\_\_

**EXHIBIT "B-1"**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE  
(EXECUTIVE ORDER 11246)**

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

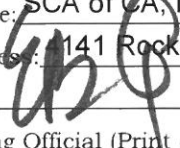
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: SCA of CA, LLC  
Business Address: 141 Rockside Road Ste. 100, Seven Hills, OH 44131  
Signature:  Date: 9/21/2023  
Name of Signing Official (Print or Type): Erin Quinn  
Title of Signing Official: Secretary Company Seal (if any):



**EXHIBIT "B-2"**

**CERTIFICATE OF NONSEGREGATED FACILITIES  
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:

- (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
- (b) Retain such certifications in its files; and
- (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

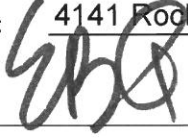
**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

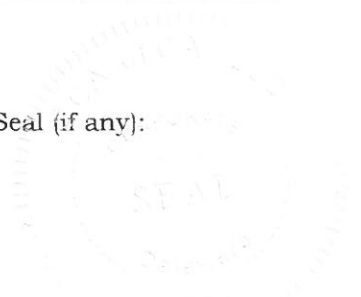
Company: SCA of CA, LLC

Business Address: 4141 Rockside Road Ste. 100, Seven Hills, OH 44131

Signature:  Date: 9/21/2023

Name of Signing Official (Print or Type) : Erin Quinn

Title of Signing Official: Secretary Company Seal (if any): \_\_\_\_\_





**EXHIBIT "B-4"**

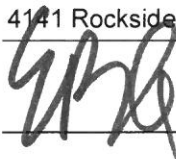
**WORKERS' COMPENSATION INSURANCE CERTIFICATE  
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA     )  
  ) ss  
CITY OF VISALIA            )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company:                             SCA of CA, LLC

Business Address:                 4141 Rockside Road Ste. 100 Seven Hills, OH 44131

Signature:                           

Name of Signing Official:         Erin Quinn

Title of Signing Official:         Secretary

Date:                                   9/21/2023

Company Seal (if any):



**EXHIBIT "B-5"**

**AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: SCA of CA, LLC

Business Address: 4147 Rockside Road Ste. 100 Seven Hills, OH 44131

Signature: 

Name of Signing Official: Erin Quinn

Title of Signing Official: Secretary

Date: 9/21/2023

Company Seal (if any):



**EXHIBIT "B-6"**

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

**OWNERSHIP DISCLOSURE**

SCA of CA, LLC

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

4141 Rockside Road Ste. 100 Seven Hills, OH 44131

Address

**NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:** List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

100% owned by SCA Acquisitions, LLC

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, [https://www.visalia.city/government/city\\_council/default.asp](https://www.visalia.city/government/city_council/default.asp). You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES: \_\_\_\_\_ NO: X. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Answering YES to the question above does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

**NOTICE:** The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

SCA of CA, LLC

9/21/2023

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Authorized Individual

Erin Quinn

Print or Type Name of Authorized Individual

**EXHIBIT "B-7"**

STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
 STD.21 (REV.12-93)

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME <b>SCA of CA, LLC</b>	FEDERAL ID NUMBER <b>86-1931812</b>
BY (Authorized Signature) 	DATE EXECUTED <b>9/21/2023</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Erin Quinn, Secretary</b>	TELEPHONE NUMBER (Include Area Code) <b>(216)777-2750</b>
TITLE <b>Secretary</b>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <b>4141 Rockside Road Ste. 100 Seven Hills, OH 44131</b>	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**EXHIBIT "B-8"****IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature:  Printed Name: Erin Quinn

Title: Secretary Agency Name: SCA of CA, LLC

Date: 9/21/2023

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



REQUEST FOR BIDS RFB-22-23-31  
ANNUAL CONTRACT FOR CITY WIDE STREET SWEEPING

ADDENDUM NO. 1

Issued: September 19, 2023

Bids Due: **2:00 P.M. on TUESDAY, SEPTEMBER 26, 2023**

This Addendum is being issued to provide responses to questions and a REVISED Bid Form. This addendum becomes part of the RFB 22-23-31 document and must be signed and submitted with proposal.

**ITEM 1: REVISED EXHIBIT A (BID FORM)**

Exhibit A, the Bid form, has been revised and included with this Addendum (see attached). Bidder is to make bid using the REVISED Exhibit A Bid Form. Bidder must also submit Exhibits B-1 through B-8 with Bid.

**ITEM 2: CHANGES/ADDITIONS:**

Added Sweeping Services for Transit Maintenance & Operations Center (525 N. Cain Street, Visalia)

- **Line item 31**, Employee Parking lot shall be swept quarterly. This 44,000 sq. ft. area must be swept between the hours of 10:00pm and 4:00 am. This area is open during normal business hours. After hours will require a vendor access code to enter through the security gates on N. Cain. Awarded Vendor can be provided with a unique access code which will be updated on an annual basis and will require a point of contact to communicate the new code when the updates occur. The service date should be confirmed with Transit contact no less than a week prior to the date the service is performed.
- **Line item 32**, Bus Yard shall be swept quarterly. This 166,000 sq. ft. area must be swept between 8:00am and 11:00am. This area will require a vendor access code to enter through the security gates on Goshen or N. Cain. Awarded Vendor can be provided with a unique access code which will be updated on an annual basis and will require a point of contact to communicate the new code when the updates occur. The service date should be confirmed with Transit contact no less than a week prior to the date the service is performed.
- **Line item 15** (Plaza Park and Park lots) changed to **24** services annually.

**ITEM 3: QUESTIONS/RESPONSES**

Q1 Regarding Rate increases, the contract renewal dates do not always match up with the updates to wages. Will the City work with the Contractor on this or are contract rate increases only done once per year? All prices bid are firm and fixed for 12 months. The Contractor can ask for an increase once per year at contract renewal time. Contract rates are adjusted by the movement of the Consumer Price Index, as outlined in the RFB, General Conditions (pg. 20) #29.

Q2 Is the performance bond only required for the first year of contract? Response: The Performance Bond shall be in force for the duration of the contract. Either submit a bond that Contractor will renew each year or one that states it will remain in effect for the life of the contract.



Q3 Are there any “replacement sites” for transfer sites that the City may lose? Response: There are no listed future replacement sites. If and when current sites are lost, the City will evaluate with the contractor if a replacement is needed and look into what is possible.

Q4 Does the square footage for parking lots and facilities include the non-parking areas that require litter and planter work? If not, please advise on the total sq.ft. for that additional service. ? Response: Only paved areas in park lots are what is being called out for sweeping service. It does not include flower beds, landscaping or other areas that are not paved.

Q5. For Plaza Park Rd. and Parking Lots, the bid sheet shows a frequency of 2X monthly, but also has # of annual services as 52. Can you please verify how many annual cycles line item 15 should have? Response: The number of annual services should be 24. The bid form has been revised to show the correct amount.

Q6. Who is the current contractor? Response: SCA of California

Q7. What is the current monthly charge of the current contractor? Response: \$69,896.67 per month, this includes all added services throughout the years under contract.

Q.8 What is the term of the current contract? Response: 3-year contract with two 1-year renewals. This expired last year, and the City has operated on a month-to-month contract while the RFB was advertised.

Q9. What is the square footage of the area/s to be serviced? Response: Please refer to the bid document. Each area under the contract have indicated square footage listed.

Q10. Is there additional locations or scope of work added from the previous contract? ? Response: There have been many streets and bike paths that have been added since the original contract. The current bid documents include all the items needed for the bid.

Q11. What is the Frequency, Day and Time cleaning schedule for this project? Response: Please see the bid document as this information is listed individually for specific areas.

Q12. Is bid bond required? Response: A Bidder’s bond is not required to submit a bid in response to this RFB. However, the Awarded Contractor will be required to submit a Performance Bond which will remain in effect throughout the contract.

**ITEM 3: UPDATED PREVAILING WAGES**

Please see attachment 1 of this addendum for updated prevailing wages.

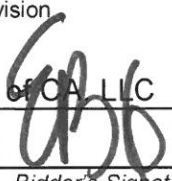
**END OF ADDENDUM NO. 1**

/s/ Purchasing Division  
(559) 713-4334

**BIDDER to sign and submit with PROPOSAL**

Firm: SCA of CA LLC

Date: 9/21/2023

By:   
Bidder's Signature

Attached to this addendum: Attachment 1, Updated Prevailing Wages  
Attachment 2, REVISED Exhibit A (Bid Form)

**Attachment to RFB-22-23-31, Addendum No. 1****California Prevailing Wages Check 9/18/23**

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website \(https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp\)](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp)

**Determination:** 2023-2**Issue Date:** 08-22-2023**Expire Date:** 06-30-2024 \*\***Craft/Classification:** Operating Engineer**Indentured/Other:** Area 1**Shift:** 1

**Counties:** Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo, Yuba

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,200	\$30.980	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$62.810
2	N/A	1,300	\$33.800	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$65.630
3	N/A	1,300	\$36.610	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$68.440
4	N/A	1,300	\$39.430	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$71.260
5	N/A	1,300	\$47.880	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$79.710

**FOOTNOTE(S)**

Apprentice basic hourly rates based on Operating Engineer (Heavy and Highway Work): Group 4. In addition to counties listed above, Area 1 includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne, and Trinity counties.

Vacation/Holiday-- Includes amount for supplemental dues.

**\*\*JOURNEYMAN PREDETERMINED INCREASES:**

Effective 7/1/2024 - an increase of \$4.00 allocated to wages and/or fringes.

Effective 6/30/2025 - an increase of \$4.00 allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to [statistics@dir.ca.gov](mailto:statistics@dir.ca.gov) or send to the following address:

Department of Industrial Relations  
Office of the Director - Research Unit  
P.O. Box 420603  
San Francisco, CA 94142-0603

Determination: 2023-2  
 Issue Date: 08-22-2023  
 Expire Date: 06-30-2024 \*\*  
 Craft/Classification: Operating Engineer  
 Indentured/Other: Area 2  
 Shift: 1  
 Counties: Modoc

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,200	\$32.980	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$64.810
2	N/A	1,300	\$35.800	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$67.630
3	N/A	1,300	\$38.610	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$70.440
4	N/A	1,300	\$41.430	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$73.260
5	N/A	1,300	\$49.880	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$81.710

**FOOTNOTE(S)**

Apprentice rates based on Operating Engineer (Heavy and Highway Work): Group 4  
 In addition to all of Modoc county, Area 2 includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne, and Trinity counties.

Vacation/Holiday-- Includes amount for supplemental dues.

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Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 \*\*

Craft/Classification: Operating Engineer

Indentured/Other: Area 1

Shift: 2

Counties: Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo, Yuba

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,200	\$34.280	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$66.110
2	N/A	1,300	\$37.400	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$69.230
3	N/A	1,300	\$40.510	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$72.340
4	N/A	1,300	\$43.630	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$75.460
5	N/A	1,300	\$52.980	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$84.810

**FOOTNOTE(S)**

Apprentice rates based on Operating Engineer (Heavy and Highway Work): Group 4

In addition to counties listed above, Area 1 includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne, and Trinity counties.

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Determination: 2023-2  
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 Craft/Classification: Operating Engineer  
 Indentured/Other: Area 2  
 Shift: 2  
 Counties: Modoc

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,200	\$36.280	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$68.110
2	N/A	1,300	\$39.400	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$71.230
3	N/A	1,300	\$42.510	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$74.340
4	N/A	1,300	\$45.630	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$77.460
5	N/A	1,300	\$54.980	\$13.380	\$9.180	\$5.460	\$2.210	\$1.600	\$86.810

**FOOTNOTE(S)**

Apprentice rates based on Operating Engineer (Heavy and Highway Work): Group 4  
 In addition to all of Modoc county, Area 2 includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne, and Trinity counties.

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