BUTTE COUNTY OFFICE OF EDUCATION

REQUEST FOR PROPOSALS

RFP NO. 2026/27-RFP-B2W001

CITY OF COMMERCE, LOS ANGELES COUNTY

ADMINISTRATION OF TRANSITIONAL EMPLOYMENT PROGRAM

COMMUNITY CLEANUP SERVICES

NOTICE OF REQUEST FOR PROPOSALS

The Butte County Office of Education ("BCOE") is requesting proposals from qualified organizations ("Proposers") to administer and operate a transitional employment program under the City of Commerce with Back 2 Work ("B2W") Program. This Request for Proposals ("RFP") seeks **one (1) qualified organization** to operate a transitional employment work crew providing community litter cleanup and beautification services within the **City of Commerce, Los Angeles County, California.**

All proposals must conform to and be responsive to the requirements outlined in this RFP. A complete copy of the RFP and applicable attachments is available on the BCOE website at:

https://www.bcoe.org/About-BCOE/BCOE-Divisions/Statewide--Local-Support-Services/Maintenance-Operations--Facilities/Request-for-Proposals--Bid-Information/

PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted electronically as one (1) complete PDF document via email to **b2w@bcoe.org** with the following subject line:

"City of Commerce Back 2 Work Cleanup RFP – [Proposer Name]"

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN NOVEMBER 23, 2026, AT 5:00 PM (PACIFIC TIME).

Late submissions will not be accepted or considered. Proposals submitted by fax, postal mail, courier, or hand delivery will not be accepted.

QUESTIONS AND ADDENDA

All questions regarding this RFP must be submitted in writing via email to **b2w@bcoe.org**.

Deadline to Submit Questions: NOVEMBER 16, 2026, at 5:00 PM (Pacific Time).

BCOE reserves the right to reject any or all proposals, waive minor informalities or irregularities in received submissions, and negotiate contract terms consistent with applicable procurement requirements.
BCOE makes no representation or guarantee that participation in this RFP process will result in the award of a contract or any other consideration. BCOE shall not be responsible for any costs incurred by Proposers in preparing or submitting a response to this RFP.

Thank you for your interest!

BUTTE COUNTY OFFICE OF EDUCATION
Request for Proposals

RFP NO. 2026/27-RFP-B2W001

ADMINISTRATION OF TRANSITIONAL EMPLOYMENT PROGRAM

BACK 2 WORK

CITY OF COMMERCE, LOS ANGELES COUNTY

Issue Date: **November 9, 2026 @ 8:00 AM**

Issued By: **Butte County Office of Education**
1859 Bird Street
Oroville, CA 95965

Schedule of Events

EVENT	DATE / TIME
RFP Published	November 9, 2026 @ 8:00 AM
Deadline for Questions from Proposers	November 16, 2026 @ 5:00 PM
Addenda and Responses Published	November 18, 2026 @ 2:00 PM
Deadline to Submit Proposals	November 23, 2026 @ 5:00 PM
Virtual Interviews	November 30, 2026 & December 1, 2026
Anticipated Award of Contract	December 8, 2026 @ 5:00 PM
Anticipated Contract Commencement	January 5, 2027

REQUEST FOR PROPOSALS FOR ADMINISTRATION OF TRANSITIONAL EMPLOYMENT PROGRAM

BCOE invites qualified organizations to propose to administer and operate a Back 2 Work transitional employment crew delivering community litter cleanup and beautification services in the City of Commerce, California. The selected organization will furnish and supervise crew personnel, coordinate deployment and safety, provide employment-related services, and furnish the supporting records required for BCOE and City grant reporting.

BCOE anticipates selecting one lead organization. Proposals may identify collaborative partners, but the lead proposer will be accountable to BCOE for the contracted services. Any further subcontracting requires prior written BCOE authorization and must be consistent with the executed City–BCOE agreement and applicable grant terms.

A. INTRODUCTION AND PROGRAM PURPOSE

BCOE's Back 2 Work program provides paid transitional employment and workforce-development support to adults facing employment barriers, including individuals who are justice-involved, experiencing homelessness, veterans, and people experiencing long-term unemployment. This procurement concerns the Commerce Community Cleanup with B2W Project, which combines public-space cleanup with supervised paid work experience and pathways to unsubsidized employment.

B. SCOPE OF WORK

The Butte County Office of Education (BCOE), through its Back 2 Work (B2W) Program, seeks to identify a single qualified organization ("Proposer") to administer and operate transitional employment and community cleanup services in the City of Commerce, Los Angeles County, in accordance with the Scope of Work attached to this RFP as Exhibit "A." **Exhibit "B" contains a sample subcontract between BCOE and the selected Proposer.** The selected Proposer must also comply with applicable requirements of the separate agreement between the City of Commerce and BCOE.

The project includes up to sixty (60) crew workdays at a rate of $2,400 per full eight (8)-hour crew day, for a maximum subcontract amount of **$144,000**. Payment shall be based on authorized services performed, and the selected Proposer must comply with all applicable BCOE program, safety, reporting, and contractual requirements.

The program is designed to provide temporary paid employment and workforce development opportunities to disadvantaged, underserved, and underrepresented populations, including veterans, individuals who are justice-involved, experiencing homelessness, or experiencing long-term unemployment. Through supervised community cleanup and beautification activities, participants will gain meaningful work experience while receiving support to transition into long-term employment.

Partnerships among agencies are encouraged to ensure high-quality services are provided to participants. Proposals may consist of multiple agencies; however, each proposal must

identify one lead agency responsible for program administration and service delivery and serving as the single contracting organization with BCOE. Further subcontracting is prohibited without prior written authorization from BCOE.

The awarded Proposer shall perform the Scope of Work attached to this RFP as Exhibit "A" under a subcontract with BCOE. A sample of the BCOE–Proposer subcontract is attached as Exhibit "B." The Proposer must also comply with applicable requirements of the separate City of Commerce–BCOE agreement and the Clean California Local Grant Program. The anticipated subcontract term is **January 5, 2027, through July 30, 2027**, subject to final approval and execution. Proposers must identify the timeframe necessary to recruit and launch a fully operational crew. No services may begin without written authorization from BCOE.

One (1) transitional employment work crew will provide up to sixty (60) workdays of community cleanup and beautification services. Services are anticipated to be scheduled during the first full week and third week of each month, with additional or adjusted workdays scheduled as needed, not to exceed sixty (60) contracted workdays.

Work crews will coordinate with City of Commerce Street Maintenance personnel to perform litter and debris removal, vegetation maintenance, and general beautification of public spaces. Designated service areas include parkways along Telegraph Road, Garfield Avenue, and Washington Boulevard, as well as alleyways within the Bandini and Rosewood residential neighborhoods. All activities shall be performed using hand tools; power tools and powered equipment are prohibited. The Proposer shall furnish crew transportation, a trailer suitable for transporting tools, supplies, and collected litter and debris, uniforms, tools, safety equipment, and other necessary operational resources. All associated costs shall be included in the daily crew rate.

Each work crew shall consist of up to eight (8) individual participants and one (1) dedicated supervisor. The supervisor shall transport participants, coordinate crew deployment and work locations, conduct daily safety checks, maintain attendance and work records, and oversee crew performance. The supervisor must remain physically present throughout the workday and coordinate operational and safety matters with City Street Maintenance personnel.

The Proposer must recruit and maintain a fully staffed crew to ensure consistent operations. A crew consisting of six (6) to eight (8) participants, plus one (1) supervisor, shall be compensated at the full daily subcontract rate of $2,400. The rate shall be reduced by $135.00 for each participant fewer than six (6). Crews with fewer than four (4) participants shall not be deployed or compensated.

Participants shall be paid no less than the applicable state or local minimum wage, whichever is higher. The Proposer shall comply with all employment laws, payroll obligations, workers' compensation, and insurance requirements.

Each authorized crew workday shall begin at 6:00 a.m. and consist of eight (8) hours, including required crew travel to and from assigned work locations and between worksites. Work schedules and locations shall be coordinated with BCOE and City personnel.

The Proposer is encouraged to provide participants with scheduling flexibility to accommodate employment interviews, training, and supportive services. Proposers are also expected to establish community partnerships with workforce agencies, training providers,

and employers to expand employment opportunities. Additional services supported through leveraged funding, organizational resources, and partnerships will be considered during proposal evaluation.

As required by Exhibit "D", the Proposer shall submit monthly performance reports and supporting documentation to BCOE, including the number of individuals employed, paid work experience hours, training hours, participant demographics, long-term employment placements, and a summary of accomplishments, challenges, and lessons learned. Supporting payroll, attendance, and training records must be maintained for verification and grant reporting purposes.

The Scope of Work attached to this RFP as Exhibit "A," as finalized following Proposer selection and completion of due diligence, will be incorporated into the subcontract between BCOE and the selected Proposer. A sample of that subcontract is attached to this RFP as Exhibit "B." Applicable requirements of the separate City of Commerce–BCOE agreement will also be incorporated into the subcontract.

C. GENERAL INFORMATION

Allocation of Funding. Funds available for this effort are allocated on a daily work crew rate. BCOE has allocated up to sixty (60) workdays at a maximum of $2,400 per eight (8)-hour full crew day, for a maximum potential subcontract amount of $144,000. Payments will be based on authorized services performed, hours worked, and the number of participants present. Invoices shall be submitted monthly in arrears for work performed and verified by BCOE. The daily rate is adjusted according to crew size as follows:

Crew Size	Daily Rate
Full Crew (6–8 Participants + 1 Supervisor)	$2,400.00
5 Participants + 1 Supervisor	$2,265.00
4 Participants + 1 Supervisor	$2,130.00
Fewer than 4 Participants	$0.00

The daily crew rate shall be reduced by $135.00 for each participant fewer than six (6). Crews with fewer than four (4) participants shall not be deployed or compensated.

The anticipated contract allocation is as follows:

Contract Period	Maximum Workdays	Maximum Subcontract Amount
January 5, 2027 – July 30, 2027	60	$144,000.00

Funding is contingent upon execution of the City–BCOE agreement and availability of funds. BCOE will not enter into a subcontract or authorize work until applicable approvals and

funding are in place. The maximum subcontract amount is a ceiling and does not guarantee sixty (60) workdays or full payment.

Contract Period. Contracted services are anticipated to commence **January 5, 2027,** and continue through **July 30, 2027**, subject to final approval and execution. No subcontract work may begin before BCOE issues written authorization to proceed.

D. PROPOSAL SUBMISSION INSTRUCTIONS

Requirements for contents of submittals are:

1. Proposers shall submit one (1) electronic copy of their complete proposal in a write-protected PDF format to b2w@bcoe.org no later than November 23, 2026, at 5:00 PM Pacific Time. The email subject line shall read: *City of Commerce Back 2 Work Cleanup RFP – [Proposer Name]*

2. Within two (2) business days of receiving a proposal via email, BCOE will send an email acknowledging receipt. If the Proposer does not receive an acknowledgment within this timeframe, the Proposer should contact b2w@bcoe.org to confirm receipt of their submission.

3. Proposals submitted in response to this RFP shall become the property of BCOE and may be considered public records under applicable California law.

4. Proposals must comply with all submission requirements outlined in this RFP. Late, incomplete, or noncompliant submissions may be deemed nonresponsive and excluded from consideration.

5. Written questions regarding this RFP must be submitted by November 16, 2026, at 5:00 PM PACIFIC STANDARD TIME. Responses and any applicable addenda will be issued by November 18, 2026, at 2:00 PM PACIFIC STANDARD TIME through the BCOE website.

6. Proposals shall be formatted on 8.5 × 11-inch pages with one-inch margins and a legible 11- or 12-point font. The proposal narrative shall not exceed six (6) pages, and the budget narrative shall not exceed four (4) pages, excluding required attachments.

E. REQUIRED PROPOSAL CONTENTS

1. COVER SHEET (use electronic template from BCOE website)

a. Complete the Contact Page attached to this RFP as Exhibit "C". Exhibit "C" must be signed by an authorized officer of the Proposer to obligate your organization to perform the commitments contained in the proposal. If Proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.

2. LETTER OF AGREEMENT

Proposer must provide a letter with the following information:

Include one (1) of the following statements that your organization is able to comply with the contract requirements: [INSERT PROPOSER'S NAME] received a copy of the BCOE's form of Agreement ("Agreement") attached as Exhibit "B" to the RFP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnification and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the BCOE, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement."
OR

"[INSERT PROPOSER'S NAME] received a copy of the BCOE's form of Agreement ("Agreement") attached as Exhibit "B" to the RFP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnification and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the BCOE, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."

b. Proposer shall certify that no official or employee of the BCOE, nor any business entity in which an official of the BCOE has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the BCOE.

c. Proposer shall certify that no official or employee of the Proposer has ever been convicted of an ethics violation.

d. Proposer shall sign and add the following language: "By virtue of submission of this proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."

3. BUSINESS INFORMATION

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number. (if applicable)
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each organization.
- A brief description and history of the organization, including number of years the organization has been in business and date organization was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of office where the bulk of services solicited will be performed.

4. PROPOSAL NARRATIVE/ STATEMENT OF QUALIFICATIONS (not to exceed 6 pages)

Organization (maximum of 4 pages)

a. Provide a detailed description of the organization and why it is qualified to provide the services described in this RFP and the sample agreement. Ensure that the following details are included:

I. Organization's statement of purpose or philosophy, including its mission and the population(s) it serves.

II. Programs and services currently offered, with an emphasis on scope and impact.

III. Most popular programs and services, highlighting high-demand or high-participation offerings.

IV. Areas of expertise or specializations, and what the organization is most recognized for.

V. Explanation of how the organization's strengths, services, and expertise align with the services outlined in this RFP and the sample agreement, demonstrating its capacity to deliver effectively.

b. Provide a detailed description of the organization's experience and proven success in serving the targeted population, including how long these services have been provided.

c. Provide the organization's capacity to provide these services in Los Angeles

d. Provide a detailed description of a time frame the organization will be able to provide services in Los Angeles County (Dates provided will be expected to be met if contract is entered into.)

e. Provide target benchmarks for each fiscal year in which services will be provided. Benchmarks must include, but are not limited to, the number of individuals expected to be served and the number expected to transition into employment or training. Describe how the organization will collect, verify, and report accurate data tied to these outcomes. Include details on the data collection methods, tools or systems used, responsible staff, and reporting timelines.

f. Performance will be tracked against these benchmarks, and ongoing participation in the partnership may be contingent upon meeting the agreed-upon outcomes and maintaining accurate, transparent data reporting.

g. List public agencies that the organization has provided similar services to over the past five (5) years. Include brief detail about services provided by Proposer to each agency. Provide them in chronological order and limit it to the most recent five (5) public agencies.

Personnel (maximum of 2 pages)

a. Describe the experience and qualifications of all key personnel who will be working under the awarded contract. Provide credentials and experience working with the targeted population and providing similar services as requested in this RFP and the sample agreement.

b. Clearly identify the individual(s) who are authorized to speak for the Proposer during the evaluation process.

5. ORGANIZATIONAL CHART

a. Provide an organizational chart of all personnel proposed to work under the awarded contract.
b. Key staff members must be included.

6. RESUMES / JOB DESCRIPTIONS

a. Provide resumes and/or job descriptions for all key personnel.
b. A resume is required for the Project Manager position.

7. BUDGET NARRATIVE (maximum of 4 pages; include sub-grantee if applicable)

a. Provide a detailed budget narrative which fulfills the requests in this RFP and the attached sample agreement for each fiscal year.

b. Detail how the proposed organization will leverage additional funds, partnerships and resources to improve services available to program Participants.

c. Provide a detailed line item budget for each fiscal year. (Not counted toward page total.)

d. Since number of crews and amount of work days may fluctuate, a proposed amount per crew per day must be submitted in the budget narrative and line item budget.

8. REFERENCES

a. Provide a list of three (3) references that have been clients of the organization within the last two (2) years and for whom services provided were similar in nature to those outlined in this RFP.

9. LETTERS OF SUPPORT

a. Provide a minimum of three (3) signed Letters of Support from agencies and/or organizations that will support your efforts as detailed in your proposal.

10. LETTERS OF AGREEMENT/ MOUs FOR SUB-GRANTEES (if applicable)

a. If there are any consultant services, sub-grantees, or additional services proposed to be provided under the contract by any organization or individual who is not the Proposer listed in the proposal, a signed Letter of Agreement or Memorandum of Understanding (MOU) must be submitted between the proposer and all other organizations or individuals.

b. The Sub-grantee Letter of Agreement/MOU should include:

i. Sub-grantee shall certify that no official or employee of the BCOE, nor any business entity in which an official of the BCOE has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the BCOE.
ii. Sub-grantee shall certify that no official or employee of the sub-grantee has ever been convicted of an ethics violation.

iii. Responsibilities of each party detailing administrative and operational duties including staffing, service delivery, data management, evaluation, etc.

iv. Any exchanged funds.

v. Lead Proposer must state that it is aware of their responsibility both fiscally and programmatically for all contract requirements if funds are awarded.
vi. Signature of director-level person or someone who has the organizational authority to enter their respective organizations into a contract.

vii. Both Sub-grantee and Proposer shall sign and add the following language: "By virtue of submission of this proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."

1. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the organization's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A proposal failing to provide the requested information on lawsuits or litigation, and responses that assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

2. NON-COLLUSION DECLARATION (Attachment 2 – Non-Collusion Declaration)

F. SELECTION PROCESS

Proposals will be subjected to an evaluation and selection process. The BCOE realizes that the proposals for the administration of the program may differ considerably in concept, design, structure, methods, and materials. The BCOE retains the sole discretion to determine
issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The BCOE may disqualify any proposer for any reason without explanation.

2. The BCOE may choose to ask clarification questions in writing and include the additional information gathered in this process.

3. The BCOE may choose to interview the most qualified respondents as determined by the BCOE.

4. Evaluation and rating of the responses will be based on the following criteria:

FACTOR	DESCRIPTION	WEIGHT
Experience - Experience providing similar services, providing services to the targeted population, and administrating government contracts.		20 points
Ability to provide services – Capacity to provide services; timeline to begin providing services; financial capacity to receive payments in arrears; ability to leverage additional funding, resources and/or partnerships to provide additional support to participants; partnerships established in service location; approach described in the proposal.		35 points
References		5 points
Quality of Response - Response is complete, thorough, accurate, organized, concise, and compliant with proposal instructions.		5 points
Proposed Fee		25 points
Interview - Interview performance, including but not limited to proposed team attendance and approach to services. (If not used, all respondents will receive 0 points.)		10 points
		MAXIMUM SCORE: 100 points

1. The BCOE may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The BCOE may request a proposer submit additional information pertinent to the review process. The BCOE also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

The BCOE reserves the right to reject any or all submittals and to negotiate contract terms with one or more Proposers. The BCOE reserves the right to award all, part, or none of the scope described in this RFP. The BCOE reserves the right to contract with any entity responding to this RFP for all or any portion of the scope described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. The BCOE makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The BCOE reserves the right to contract with any organization not participating in this process. The BCOE shall in no event be responsible for the cost of preparing any proposal in response to this RFP, including any supporting materials.

Financial Records
Prior to the award of the contract, the selected Proposer may be required to submit their most recent audited financial statement to ensure that the Proposer has the financial ability to administer the contract. If, in the BCOE's sole judgment, the selected Proposer does not have the financial capacity to administer the contract, the contract award will be canceled and the BCOE may select a different proposer to this RFP.

All financial statements submitted at the request of the BCOE for these purposes will be considered information acquired in confidence and the BCOE will maintain its confidentiality to the extent permitted by law.

A. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The selection of a Proposer, if at all, is at the sole discretion of the BCOE. The BCOE shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the BCOE.
The proposals, and any other supporting materials submitted to the BCOE in response to this RFP, will not be returned and will become the property of the BCOE unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the BCOE to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the BCOE and shall not be subject to disclosure under the California Public Records Act until after either: (1) the BCOE and the successful Proposer have completed negotiations and entered into an agreement, or (2) the BCOE has rejected all proposals. Furthermore, the BCOE will have no liability to the Proposer or any other party as a result of any public disclosure of any proposal.

B. FULL OPPORTUNITY

The BCOE hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to submit proposals in response to this RFP. No proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the

basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact any member of the BCOE's Governing Board, the Superintendent, or any selection/evaluation committee member (if applicable) to discuss this RFP, the evaluation/selection process, or the award of the contract. Any such contact shall be grounds for the disqualification of the proposer.

D. MODIFICATIONS

The Proposer may modify or withdraw a proposal after its submission by written notice via email to b2w@bcoe.org until the submission deadline. Modifications will not be considered if offered in any other manner.

E. EXAMINATION OF RFP DOCUMENTS

Proposers shall thoroughly examine and be familiar with this entire RFP packet. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document shall in no way relieve any proposer from obligations with respect to its proposal or to the contract.

Each proposer, by submitting a proposal, represents that proposer has read and understands the RFP requirements, the Agreement, and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

F. BCOE REQUIREMENTS

The successful Proposer to whom a contract is awarded shall execute and submit the following documents by 5:00 p.m. of the tenth (10th) day following the date of the award of contract. Failure to properly and timely submit these documents may entitle the BCOE to reject the proposal as being non-responsive.

Required Documentation:

1. **Agreement** (Form is attached as **Exhibit "B"** to this RFP.)
2. **Insurance Certificates and Endorsements** (Minimum requirements are set forth in the form of Agreement.)
3. **Workers' Compensation Certification**
4. **Drug-Free Workplace Certification**
5. **Tobacco-Free Environment Certification**
   In order to create a clean, healthy environment for students and employees, the BCOE has prohibited the use of tobacco or cannabis products on BCOE sites. All BCOE consultants, contractors and vendors shall inform their employees and agents that are performing services for the BCOE, of the BCOE's objectives of a smoke-free environment (Education Code 48901).
6. N**ON-COLLUSION DECLARATION**

G. QUESTIONS

1. Submit all questions regarding this RFP in writing via email to: b2w@bcoe.org

2. Questions must be received by November 16, 2026, at 5:00 p.m. All answers, along with any addenda, will be posted on the BCOE website by 2:00 p.m. on November 18, 2026.

D. RFP SCHEDULE SUMMARY

EVENT	DATE / TIME
RFP Published	November 9, 2026 @ 8:00 AM
Deadline for Questions from Proposers	November 16, 2026 @ 5:00 PM
Addenda and Responses Published	November 18, 2026 @ 2:00 PM
Deadline to Submit Proposals	November 23, 2026 @ 5:00 PM
Virtual Interviews	November 30, 2026 & December 1, 2026
Anticipated Award of Contract	December 8, 2026 @ 5:00 PM
Anticipated Contract Commencement	January 5, 2027

WE THANK YOU FOR YOUR INTEREST!

EXHIBIT "A" – SCOPE OF WORK

[EXHIBIT BEGINS ON FOLLOWING PAGE]

SCOPE OF WORK

CITY OF COMMERCE BACK 2 WORK CLEANUP

GENERAL TERMS AND CONDITIONS

It is specifically understood and agreed that the entity engaged by BCOE to perform the services described in this Scope of Work ("SUB-CONTRACTOR") shall administer a transitional employment program for disadvantaged and underserved adults through the Butte County Office of Education ("BCOE") Back 2 Work ("B2W") Program, carrying out duties and responsibilities in accordance with this Contract and applicable requirements of the City of Commerce ("City") Community Cleanup Project.

"Program" means BCOE's Back 2 Work ("B2W") program.

SUB-CONTRACTOR shall provide litter and debris removal, manual vegetation control, and community cleanup and beautification services (collectively, the "Services") within designated public rights-of-way and public spaces in the City of Commerce. SUB-CONTRACTOR shall provide ONE (1) work crew per authorized workday. Each work crew shall consist of six (6) to eight (8) transitional employment participants and one (1) dedicated Work Crew Supervisor.

SUB-CONTRACTOR acknowledges that Program needs may change and that scheduled workdays may be adjusted by BCOE in coordination with the City. The daily crew rate shall be adjusted based on the actual number of participants present, in accordance with the Rates of Reimbursement in the Professional Services Agreement between BCOE and City. Fewer than four (4) participants shall not constitute an authorized, compensable workday.

1. Work crews are expected to work an eight (8) hour day during authorized workdays. Services are anticipated to be scheduled during the first full week and third week of each month, with additional or adjusted workdays scheduled as needed. SUB-CONTRACTOR shall provide up to sixty (60) authorized workdays during the Contract term. Workdays shall be coordinated and approved in advance by BCOE. Lunch breaks shall not be included in hours worked unless otherwise required by applicable law. Alternative work hours, weekends, or holidays shall require prior BCOE authorization.
2. BCOE, in coordination with designated City Street Maintenance personnel, shall inform SUB-CONTRACTOR of the specific location and scope of work to be performed. Assigned locations shall include:
    a. Parkways along Telegraph Road;
    b. Parkways along Garfield Avenue;
    c. Parkways along Washington Boulevard;
    d. Alleyways within the Bandini neighborhood;
    e. Alleyways within the Rosewood neighborhood; and
    f. Other City-designated public rights-of-way, landscaped areas, and public spaces consistent with the approved project scope.

BCOE, in coordination with the City, may cancel, postpone, or suspend work due to inclement weather, unsafe conditions, planned or unplanned events, natural disasters, emergencies, or other operational needs. SUB-CONTRACTOR shall not perform cancelled or unauthorized Services. Any rescheduled workdays shall remain subject to the sixty (60) workday maximum.

3. Compensable work hours shall be documented from the time participants begin authorized work or other compensable duties until such duties end, in accordance with applicable wage and hour laws. SUB-CONTRACTOR shall maintain accurate records of all hours worked, including compensable preparation, training, and transportation time when required by law. Records of all hours worked, including compensable preparation, training, and transportation time when required by law.

4. SUB-CONTRACTOR shall obtain any permits, approvals, or authorizations necessary to perform assigned Services. Work requiring restricted right-of-way access, traffic control, or lane closures shall not proceed without the required City authorization and appropriate safety measures.

5. SUB-CONTRACTOR shall be solely responsible for the supervision, management, and care of work crews assigned to perform Services under this Contract.

6. SUB-CONTRACTOR shall be solely responsible for issuing participant wages, maintaining workers' compensation coverage, paying payroll taxes, providing legally required benefits, and meeting all applicable employment obligations. SUB-CONTRACTOR and its employees shall not be considered employees of BCOE or the City.

7. SUB-CONTRACTOR Work Crew Supervisors shall possess a valid California driver's license of the appropriate class and shall safely operate vehicles used to transport participants, tools, equipment, and supplies.

8. SUB-CONTRACTOR shall immediately report to the BCOE Program Manager or designee any inappropriate behavior, personal injury, property damage, near miss, vehicle accident, or other significant incident arising from Services performed under this Contract.

9. SUB-CONTRACTOR shall investigate and provide BCOE with a written report within twenty-four (24) hours of becoming aware of an incident involving personal injury or illness, property damage, a near miss, or a vehicle accident. Reports shall include, but not be limited to:

   I. Identification of deficiencies in operating policies, processes, and procedures;

   II. Identification of unsafe work practices or training deficiencies; and

   III. Identification of preventive measures to reduce similar incidents or conditions.

10. SUB-CONTRACTOR shall investigate and report incidents involving theft, disruptive behavior, or other misconduct within twenty-four (24) hours of becoming aware of

the incident. SUB-CONTRACTOR shall take appropriate corrective action, including removal of disruptive personnel from assigned worksites when warranted.

11. SUB-CONTRACTOR shall provide BCOE with monthly invoices, participant registration and participation records, time records, work activity documentation, and other supporting reports. Monthly documentation shall be submitted no later than the tenth (10th) calendar day of the following month, unless otherwise approved in writing by BCOE.

12. SUB-CONTRACTOR shall establish performance measures approved by BCOE to document authorized cleanup and beautification activities and transitional employment outcomes. Required information shall include participant employment, paid workforce hours, training hours, workdays completed, service locations, accomplishments, challenges, and other applicable grant reporting measures. No minimum monthly litter-bag collection quota shall apply unless separately established in writing by BCOE.

RATES OF REIMBURSEMENT

1. For authorized Services rendered to the satisfaction of BCOE, and upon review and approval of invoices submitted by SUB-CONTRACTOR, BCOE agrees to reimburse SUB-CONTRACTOR monthly, in arrears, at the applicable authorized daily crew rates specified in Attachment 1 – Subcontractor Funding Budget, included with the sample subcontract in Exhibit "B" to this RFP. Reimbursement shall be based on actual authorized Services performed, subject to applicable crew-size adjustments, the maximum number of authorized workdays, and the maximum subcontract amount.

2. The full daily crew rate shall be Two Thousand Four Hundred Dollars ($2,400.00) for six (6) to eight (8) participants and one (1) dedicated Work Crew Supervisor. Reduced crew rates shall apply in accordance with the Professional Services Agreement between BCOE and City.

3. The total number of authorized workdays shall not exceed sixty (60), and total compensation shall not exceed One Hundred Forty-Four Thousand Dollars ($144,000.00), unless modified through a written contract amendment.

4. The daily crew rate shall include all ordinary costs necessary to perform Services, including wages, benefits, supervision, training, transportation, fuel, equipment, tools, safety supplies, uniforms, and administrative expenses. No separate reimbursement shall be provided except as expressly authorized under this Contract.

EQUIPMENT

1. SUB-CONTRACTOR shall not permit crew members or other personnel to operate gas-powered, electric-powered, pneumatic, or other powered equipment for work under this Contract. Only hand tools shall be used unless the Parties execute an approved modification consistent with the City agreement.

2. SUB-CONTRACTOR shall provide each work crew with appropriate transportation to and from assigned work locations. Vehicles shall be legally registered, properly insured, and maintained in safe operating condition.

3. SUB-CONTRACTOR shall furnish the tools, materials, equipment, and supplies necessary to perform authorized Services, including but not limited to:

    a. Litter collection bags;

    b. Litter sticks or grabbers;

    c. Hand tools, including shovels, hoes, rakes, and brooms;

    d. Appropriate personal protective equipment;

    e. First aid supplies; and

    f. Other necessary supplies and equipment consistent with the approved Scope of Work.

4. SUB-CONTRACTOR shall ensure that all vehicles used in the Program are properly registered, insured, and maintained. SUB-CONTRACTOR shall be responsible for fuel, routine maintenance, repairs, cleaning, and associated vehicle operating expenses.

5. SUB-CONTRACTOR shall ensure that vehicles used to transport work crews contain appropriate first aid supplies and legally required emergency equipment.

6. SUB-CONTRACTOR shall provide the Work Crew Supervisor with access to a functioning cellular telephone during scheduled work hours for coordination, technical instructions, and emergencies.

7. SUB-CONTRACTOR shall coordinate with BCOE and designated City personnel regarding any worksite conditions requiring warning signs, flags, additional traffic protection, or lane closures. SUB-CONTRACTOR shall not undertake restricted traffic-control activities without the necessary authorization, training, and safety measures.

SAFETY

1. SUB-CONTRACTOR must provide one (1) dedicated Work Crew Supervisor to direct crew operations, implement safety procedures, and coordinate transportation. The Supervisor shall remain present at the assigned worksite throughout the workday. SUB-CONTRACTOR agrees to follow applicable Cal/OSHA regulations and City safety requirements communicated through BCOE.

2. SUB-CONTRACTOR shall submit its Injury and Illness Prevention Program ("IIPP") to the BCOE Program Manager or designee. The IIPP shall conform to California Code of Regulations, Title 8, Section 3203, and address workplace hazards associated with authorized Services. The IIPP shall include procedures for complying with applicable heat illness prevention standards.

3. SUB-CONTRACTOR reserves the right to refuse or suspend Services at any worksite deemed unsafe in good faith. SUB-CONTRACTOR shall immediately notify BCOE of the condition and submit a written report within twenty-four (24) hours describing the hazard and action taken.

4. SUB-CONTRACTOR's Work Crew Supervisor must be available by cellular telephone during normal work hours for technical instructions, operational coordination, and emergencies.

5. In the event that a crew member is injured on the job, SUB-CONTRACTOR shall ensure that the injured worker receives appropriate medical care and transportation when necessary. SUB-CONTRACTOR shall be responsible for workers' compensation claims and applicable reporting obligations. SUB-CONTRACTOR shall notify BCOE within twenty-four (24) hours of reportable injuries, near misses, significant safety incidents, or events requiring emergency or law enforcement services.

6. SUB-CONTRACTOR shall provide initial safety training to work crew members before they perform field Services. Training shall address safe litter and debris removal, use of hand tools, workplace hazards, heat illness prevention, emergency procedures, and personal protective equipment.

7. SUB-CONTRACTOR shall establish and follow appropriate procedures for handling litter and debris. Crew members shall be instructed to avoid suspected hazardous or unknown materials and immediately report such materials to the Work Crew Supervisor.

8. SUB-CONTRACTOR shall conduct quarterly safety meetings and maintain documentation of such meetings for submission to BCOE upon request.

9. SUB-CONTRACTOR's Work Crew Supervisor shall conduct daily “tailgate” safety briefings that identify hazards specific to assigned work locations and applicable seasonal safety concerns.

10. Daily safety briefings shall be documented on a BCOE-approved form or contractor equivalent. Copies shall be submitted to the BCOE Program Manager or designee upon request.

11. SUB-CONTRACTOR shall conduct a Job Hazard Analysis (JHA) at the beginning of each work shift to identify worksite hazards, personal protective equipment requirements, and applicable safety procedures. The JHA shall be documented and updated when conditions materially change.

12. High-heat procedures shall be documented and implemented in accordance with applicable Cal/OSHA heat illness prevention standards. SUB-CONTRACTOR shall provide required drinking water, shade, rest periods, and emergency procedures.

13. SUB-CONTRACTOR shall provide initial safety training, daily tailgate meetings, job hazard analyses, quarterly safety meetings, and other required safety training. Costs associated with these activities shall be included in the daily crew rate established in

the Professional Services Agreement between BCOE and City. Training hours shall be recorded as required by BCOE.

14. BCOE and designated City personnel may provide additional worksite information, operational guidance, and safety instructions as needed. SUB-CONTRACTOR shall remain responsible for the supervision and safety of its employees and participants.

15. SUB-CONTRACTOR shall train all crew members regarding hazards associated with assigned work environments and provide additional training when required by applicable law or worksite conditions.

16. SUB-CONTRACTOR shall not allow work crews to clean up active or abandoned encampments without specific written authorization from BCOE and the City and appropriate safety procedures.

17. SUB-CONTRACTOR shall not engage in hazardous material cleanup activities. If hazardous materials are encountered, including bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects, chemicals, or unknown substances, SUB-CONTRACTOR shall stop work in the affected area and immediately notify BCOE and designated City personnel.

18. SUB-CONTRACTOR shall ensure appropriate clothing and footwear are worn for assigned work in accordance with applicable safety requirements. Crew members shall be dressed to protect themselves from reasonably foreseeable physical and environmental hazards.

19. The following Personal Protective Equipment (PPE) shall be provided by SUB-CONTRACTOR, as appropriate to the work performed:

    a. Safety hard hats meeting applicable ANSI standards, when required;

    b. Safety glasses meeting applicable ANSI standards;

    c. Puncture-resistant protective gloves;

    d. High-visibility safety vests or garments meeting applicable ANSI/ISEA standards;

    e. Appropriate protective footwear; and

    f. Weather-appropriate protective clothing and rain gear.

20. SUB-CONTRACTOR shall furnish:

    a. Litter collection bags;

    b. Litter sticks or grabbers;

    c. Hand tools, including shovels, hoes, rakes, and brooms;

    d. Protective coveralls, when required by the approved work activity;

e. Other appropriate safety materials and supplies.

21. BCOE, in coordination with designated City personnel, shall determine whether assigned work requires additional worksite safety measures, traffic-control authorization, or restricted access. SUB-CONTRACTOR shall not begin affected work until all required approvals and safety measures are in place.

PRIORITY WORK TO BE PERFORMED BY CREWS

a. Litter and debris removal from designated public rights-of-way, parkways, landscaped areas, and alleyways within the City of Commerce, including Telegraph Road, Garfield Avenue, Washington Boulevard, and the Bandini and Rosewood neighborhoods.

STAFF

1. SUB-CONTRACTOR, at its own cost and expense, shall provide sufficient personnel to fulfill the terms and conditions of this Contract. All personnel shall remain employees of SUB-CONTRACTOR. SUB-CONTRACTOR shall be responsible for wages, benefits, payroll taxes, workers' compensation, disability insurance, unemployment insurance, and compliance with applicable employment laws. Each participant shall be paid at least the applicable minimum wage.

2. SUB-CONTRACTOR shall ensure that each work crew consists of six (6) to eight (8) participants and one (1) dedicated Work Crew Supervisor. When fewer than six (6) participants are present, the daily crew rate shall be reduced by One Hundred Thirty-Five Dollars ($135.00) per missing participant below six (6.

3. a. Six (6) to eight (8) participants: $2,400.00 per day.

   b. Five (5) participants: $2,265.00 per day.

   c. Four (4) participants: $2,130.00 per day.

   d. Fewer than four (4) participants: No authorized Services or reimbursement.

The Work Crew Supervisor shall **not** count toward the participant total. No additional compensation shall be provided for more than eight (8) participants without an approved written amendment.

4. SUB-CONTRACTOR shall ensure that total costs billed do not exceed the maximum compensation established under this Contract.

5. SUB-CONTRACTOR shall be responsible for recruiting work crew members to meet staffing requirements and shall make reasonable efforts to maintain the required crew size throughout the Contract term.

6. Within sixty (60) calendar days of hire or assignment, Work Crew Supervisors shall obtain and submit to BCOE:

   a. Valid CPR and First Aid certification;

b. Proof of completion of applicable California sexual harassment prevention training; and

c. Valid OSHA 10-Hour training certification.

Any training required by law before performing assigned duties shall be completed before such work begins. Supervisors who fail to satisfy the specified contractual qualifications within the required timeframe shall not continue supervising work crews until compliant.

7. Below are the minimum required positions with suggested duties. SUB-CONTRACTOR shall provide sufficient personnel to fulfill its obligations and establish appropriate job descriptions.

a. **Work Crew Supervisor**, one (1) per work crew, responsible for, but not limited to:

i. Driving the van used to transport work crew participants;

ii. Managing daily work assignments and participant performance;

iii. Training and managing the work and safety of the crew;

iv. Coordinating with SUB-CONTRACTOR staff, BCOE, designated City personnel, and Program partners;

v. Ensuring work crew safety and completion of authorized daily deliverables;

vi. Preparing participants for employment through work-readiness and transferable skills development;

vii. Preparing documentation and reports required under this Contract;

viii. Ensuring vehicles, tools, equipment, and supplies are maintained in safe operating condition; and

ix. Otherwise maintaining the integrity of the Program.

b. **Program Manager or Designated Program Representative**, responsible for, but not limited to:

i. Serving as the primary administrative liaison with BCOE;

ii. Maintaining adequate Program staffing;

iii. Coordinating participant recruitment, screening, and hiring;

iv. Coordinating work schedules and addressing staffing shortages;

v. Ensuring compliance with contractual and Program requirements;

vi. Reviewing invoices, participant records, and required reports for accuracy; and

vii. Addressing Program concerns, service interruptions, and corrective actions.

SUB-CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

1. SUB-CONTRACTOR shall furnish BCOE with information regarding Program operations as developments occur and no less often than weekly, including:

   a. Current problems and developments;

   b. Staffing changes under this Contract;

   c. Information regarding identified or anticipated risks;

   d. Complaints, comments, and significant concerns;

   e. Work Crew Supervisor qualifications and training status;

   f. Participant training and readiness for assigned Services; and

   g. Other operational information reasonably requested by BCOE.

Each Work Crew Supervisor shall be approved by BCOE before supervising work under this Contract. A Work Crew Supervisor shall not be counted as a participant for crew-size or reimbursement purposes.

2. SUB-CONTRACTOR shall strive to furnish effective Services to BCOE and Program participants and shall include, but not be limited to:

   a. Regular attendance at meetings requested by BCOE;

   b. Participation in applicable BCOE subcontractor meetings and training activities;

   c. Communication of applicable BCOE policies to employees and participants;

   d. Maintenance of adequate staffing;

   e. Cooperation with BCOE personnel and designated City representatives;

   f. Investigation and resolution of operational problems and complaints;

   g. Prompt handling of inquiries and correspondence; and

   h. Timely follow-up on requests received from BCOE.

3. SUB-CONTRACTOR shall document and report Program performance, including:

   a. Number of participants employed;

   b. Total paid workforce experience hours;

   c. Total job training hours;

   d. Training and certifications completed;

   e. Participant demographic information, as lawfully collected;

f. Long-term employment outcomes, when available;

g. Cleanup and beautification activities completed; and

h. Program accomplishments, challenges, and lessons learned.

4. SUB-CONTRACTOR shall submit monthly invoices and supporting documentation, and participant training and certification information.

5. SUB-CONTRACTOR shall maintain payroll records, attendance records, timesheets, training records, work activity documentation, and other records necessary for BCOE's monitoring and fiscal review.

6. SUB-CONTRACTOR shall not exceed sixty (60) authorized workdays or the maximum contract compensation without a written amendment executed by the Parties.

TRANSITIONAL EMPLOYMENT

1. SUB-CONTRACTOR shall provide adequate staffing and support necessary to deliver transitional employment Services to participants in the Program. Transitional employment Services shall include, but not be limited to:

a. Assisting participants in identifying and overcoming barriers to employment;

b. Providing or coordinating appropriate supportive and wraparound Services;

c. Supporting participants with job searches, employment applications, and career development;

d. Providing work-readiness training, including attendance, punctuality, teamwork, communication, and workplace expectations;

e. Assisting participants in identifying transferable skills developed through cleanup and beautification activities;

f. Connecting participants with training, certification, employment, or other workforce development opportunities when available; and

g. Documenting participant progress and employment outcomes as required by BCOE.

CORRECTIVE ACTION PLAN

1. In the event that BCOE identifies deficiencies in SUB-CONTRACTOR's performance or operations, the following Corrective Action Plan (CAP) process may be implemented:

a. BCOE will notify SUB-CONTRACTOR in writing of any performance or operational deficiencies identified through ongoing oversight, documentation review, or field monitoring. This notice may include a request for a written Corrective Action Plan (CAP).

b. If a CAP is requested, SUB-CONTRACTOR must respond in writing within ten (10) business days. The response must include:

i. A statement indicating whether each deficiency has been corrected or a proposed plan for correction;

ii. Specific actions SUB-CONTRACTOR will take to address each deficiency; and

iii. A timeline for achieving full compliance.

c. BCOE will review the CAP to determine whether SUB-CONTRACTOR has satisfactorily addressed each area of concern. BCOE may request clarification, additional documentation, or further corrective measures.

d. If SUB-CONTRACTOR disagrees with BCOE's findings or the requirements outlined in the CAP, it may submit a written appeal within ten (10) business days of receiving BCOE's determination. Appeals shall be reviewed by the BCOE Director or designee.

e. Failure to implement an approved CAP or correct identified deficiencies may result in further contractual remedies, including suspension or termination, in accordance with the Contract.

EXHIBIT "B"

FORM OF AGREEMENT

[Exhibit begins on following page]

CONTRACT TO PROVIDE TRANSITIONAL EMPLOYMENT AND COMMUNITY CLEANUP SERVICES CITY OF COMMERCE, LOS ANGELES COUNTY – BACK 2 WORK PROGRAM BY AND BETWEEN BUTTE COUNTY OFFICE OF EDUCATION AND [SUB-CONTRACTOR LEGAL NAME]

This Contract ("Contract") is made as of January 5, 2027, between the Butte County Office of Education ("BCOE") and [SUB-CONTRACTOR LEGAL NAME] ("SUB-CONTRACTOR"). BCOE and SUB-CONTRACTOR may be collectively referred to as the "Parties."

1. TERM OF CONTRACT

The anticipated term of this Contract shall begin on **January 5, 2027, and end on July 30, 2027**, subject to final approval and execution.

2. SUB-CONTRACTOR SERVICES

SUB-CONTRACTOR shall provide **ONE (1) transitional employment work crew** for community cleanup and beautification services in the **City of Commerce, Los Angeles County** as more specifically described in Exhibit "A" ("Services"). SUB-CONTRACTOR agrees to deliver Services to the satisfaction of BCOE in accordance with this Contract and applicable City of Commerce project requirements communicated by BCOE in writing.

3. PAYMENT PROVISIONS

a. For authorized Services rendered to the satisfaction of BCOE and supported by approved monthly invoices, BCOE shall reimburse SUB-CONTRACTOR monthly, in arrears, in accordance with the reimbursement rates specified in Exhibit "C".

b. The maximum total compensation available to SUB-CONTRACTOR for the duration of this Contract shall not exceed One Hundred Forty-Four Thousand Dollars ($144,000.00), representing up to sixty (60) authorized workdays at a maximum reimbursement rate of Two Thousand Four Hundred Dollars ($2,400.00) per full work crew per day. BCOE shall reimburse SUB-CONTRACTOR only for services actually performed, verified, and authorized by BCOE. SUB-CONTRACTOR shall not exceed the maximum contract amount without a written amendment executed by both Parties.

c. A full work crew shall consist of six (6) to eight (8) transitional employment participants and one (1) dedicated work crew supervisor. For workdays with four (4) or five (5) participants, the daily reimbursement rate shall be reduced by One Hundred Thirty-Five Dollars ($135.00) for each participant below six (6). Work crews consisting of fewer than four (4) participants shall not perform services and shall not be eligible for reimbursement. Workdays consisting of fewer than eight (8) hours shall be prorated in accordance with the applicable reimbursement schedule in Exhibit "C".

SAMPLE

B2W FUNDING BUDGET BACK 2 WORK PROGRAM Subcontractor CITY OF COMMERCE, LOS ANGELES COUNTY			
Working Days	No. Work Crews	Maximum Daily Total Reimbursement Rate Per Work Crew	Maximum Total Compensation
60	1	$2,400	$144,000
TOTAL MAXIMUM CONTRACT FUNDING			**$144,000**
Wages reflects a 6-8 person crew. Crews ranging from 4-5 personnel will be prorated.			
Daily Rate for Full Crew	5 Crew Members	4 Crew Members	
$2,400	$2,265	$2,130	
Daily Rate to be reduced by $135 per day for each crew member less than 6. Less than 4 crew members will not work nor be paid for the day.			

The work crew shall provide **up to sixty (60) workdays** during the Contract term of January 5, 2027, through July 30, 2027.

The funds for the work crew under this Contract are contingent upon an effective agreement between the City of Commerce and BCOE and the availability of project funding.

Fisal Year (2027/28):

- Maximum Workdays: Sixty (60) days
- Daily Crew Rate: $2,400.00
- Maximum Contract Amount: $144,000.00

Reimbursement shall be based on actual authorized workdays performed, subject to the crew-size and partial-day adjustments established in Exhibit "C".

d. Required initial safety training, daily tailgate safety meetings, job hazard analyses, quarterly safety meetings, and other BCOE-approved safety training shall be included in the applicable daily crew rate and shall not be separately invoiced. Training shall be directly related to the safe performance of Services under the City of Commerce Community Cleanup and Beautification Project. SUB-CONTRACTOR shall document training hours and maintain supporting records as required by BCOE.

e. SUB-CONTRACTOR shall submit the following completed documents with its monthly invoice by the tenth (10th) calendar day of the following month, using the forms included in Exhibit "D" – Monthly Invoice and Reporting Package:

i. BCOE Cover Invoice;

ii. City of Commerce Monthly Crew Summary;

iii. Back 2 Work Program Register of Participation;

iv. Back 2 Work Program Weekly Time/Production Sheet;

v. Monthly Billing Summary and supporting expenditure documentation; and

SAMPLE

vi. Participant Training and Certification Status Report, as required under Exhibit "D".

f. SUB-CONTRACTOR shall submit invoices for services performed during the preceding month no later than the tenth (10th) calendar day of the following month. Invoices and supporting documentation shall be submitted electronically to b2w@bcoe.org. If an invoice is incomplete, inaccurate, or requires additional clarification, BCOE may return the invoice to SUB-CONTRACTOR for correction before processing payment.

g. BCOE shall process payment for authorized services rendered upon receipt, review, and approval of a complete and accurate invoice, subject to the payment provisions of this Contract. BCOE shall not be liable to SUB-CONTRACTOR for any costs or expenses incurred in performing services other than those expressly authorized under this Contract. Any reimbursement shall be subject to the maximum contract amount and availability of applicable project funding.

4. ALLOWABLE COSTS

a. Reimbursement of SUB-CONTRACTOR expenditures shall be authorized only for allowable costs incurred in the performance of Services expressly identified in the approved Scope of Work under Exhibit "A" and within the effective dates of this Contract. All reimbursable Services shall be subject to the approved work schedule, daily crew reimbursement rates, and maximum contract amount established in Exhibit "C".

b. The agreed-upon daily crew rate established in Exhibit "C" shall include all ordinary costs necessary for SUB-CONTRACTOR to perform the Services, including, but not limited to, participant wages, supervisor wages, payroll taxes, employee benefits, workers' compensation, required safety training, transportation, vehicles, fuel, uniforms, personal protective equipment, tools, supplies, equipment, administrative expenses, overhead, and other operational costs directly associated with the approved Services.

c. The daily crew reimbursement rate shall constitute compensation for the allowable costs associated with providing the approved work crew and performing the required Services. Costs included within the established daily crew rate shall not be separately invoiced or reimbursed. Duplicate billing shall not be permitted.

d. Required initial employee safety training, daily tailgate safety meetings, job hazard analyses, quarterly safety meetings, and other BCOE-approved safety training shall be considered allowable activities when directly related to the performance of Services under this Contract. Such training costs shall be included within the agreed-upon daily crew rate unless a separate reimbursement arrangement is expressly authorized in writing by BCOE and is consistent with the City of Commerce agreement and applicable funding requirements.

e. Extraordinary out-of-pocket expenses, including out-of-town travel and lodging, that are above and beyond the ordinary expenses associated with performing the Services shall not be separately reimbursable unless requested and authorized in writing by the City of Commerce and approved in writing by BCOE prior to being incurred. Any such reimbursement shall require supporting receipts and documentation of the applicable written authorization and shall be subject to the

SAMPLE

maximum compensation established under this Contract unless otherwise amended in writing.

f. SUB-CONTRACTOR shall maintain complete and accurate records supporting all Services performed and costs associated with this Contract, including, as applicable, payroll records, employee timesheets, attendance records, training records, invoices, receipts, and documentation of crew deployment and work performed. Such records shall be made available to BCOE for review, monitoring, verification, or audit upon request.

g. SUB-CONTRACTOR shall not be reimbursed for Services performed outside the approved Scope of Work, unauthorized workdays, expenses unrelated to the Project, duplicate charges, or costs exceeding the applicable daily crew reimbursement rates established in Exhibit "C". Any additional Services or separately reimbursable expenses must receive prior written authorization from BCOE and must be permitted under the City of Commerce agreement.

h. All allowable costs and reimbursement under this Contract shall be subject to the applicable terms and conditions of the agreement between the City of Commerce and BCOE, including applicable requirements of the Clean California Local Grant Program Restricted Grant Agreement between the City of Commerce and the California Department of Transportation, dated April 15, 2026, to the extent applicable to SUB-CONTRACTOR's Services.

i. Total reimbursement under this Contract shall not exceed **One Hundred Forty-Four Thousand Dollars ($144,000.00)** for up to sixty (60) authorized workdays, at a maximum daily reimbursement rate of Two Thousand Four Hundred Dollars ($2,400.00) per full work crew, subject to the crew-size and workday adjustments established in Exhibit "C", unless modified through a written amendment executed by both Parties.

5. COST PRINCIPLES

a. SUB-CONTRACTOR shall comply with all applicable cost principles, financial management requirements, and audit provisions established under this Contract, the agreement between the City of Commerce and BCOE, and the Clean California Local Grant Program Restricted Grant Agreement between the City of Commerce and the California Department of Transportation, dated April 15, 2026, to the extent applicable to the Services performed under this Contract.

b. SUB-CONTRACTOR shall ensure that all costs associated with the performance of Services are reasonable, necessary, properly documented, and directly related to the approved Scope of Work. Reimbursement shall be based on the agreed-upon daily crew rates established in Exhibit "C", subject to the maximum compensation authorized under this Contract.

c. SUB-CONTRACTOR shall maintain complete and accurate financial records supporting all invoices and expenditures associated with this Contract, including payroll records, timesheets, receipts, invoices, and other supporting documentation required by BCOE. Such records shall be maintained in accordance with applicable accounting standards and shall be made available to BCOE and authorized funding or oversight agencies for review, monitoring, or audit.

SAMPLE

d. Any costs or payments determined through review, monitoring, or audit to be unauthorized, unsupported, duplicative, or otherwise unallowable under this Contract or applicable funding requirements shall be subject to repayment by SUB-CONTRACTOR to BCOE. BCOE shall provide written notice identifying the amount and basis for repayment. SUB-CONTRACTOR shall reimburse BCOE within thirty (30) calendar days of receipt of such notice, unless otherwise agreed upon in writing by the Parties.

e. SUB-CONTRACTOR shall comply with applicable audit and record-retention requirements established under the City of Commerce–BCOE agreement and the governing grant requirements. Financial records and supporting documentation shall be retained for the period required by the applicable funding source, but not less than three (3) years following final payment, unless a longer retention period is required by law, grant conditions, or an unresolved audit.

f. SUB-CONTRACTOR shall ensure that any contractors, consultants, or other entities engaged to perform Services under this Contract comply with the applicable cost principles, financial documentation, record-retention, and audit requirements of this Contract and the governing funding agreements, to the extent applicable to their respective Services.

6. EQUIPMENT PURCHASE

a. SUB-CONTRACTOR shall provide all equipment, tools, vehicles, supplies, uniforms, personal protective equipment (PPE) and other materials necessary to perform the Services described in Exhibit "A". All ordinary equipment and operational expenses shall be included within the agreed-upon daily crew reimbursement rate established in Exhibit "C".

b. SUB-CONTRACTOR shall not purchase or lease equipment, supplies, or services for separate reimbursement under this Contract without prior written authorization from BCOE. Any proposed purchase or expenditure outside the approved Scope of Work or established daily crew rate shall require a written request identifying the item or service, its estimated cost, justification, and necessity for performance of the Services. Such expenditures shall be subject to the terms of the City of Commerce–BCOE agreement and applicable funding requirements.

c. SUB-CONTRACTOR shall maintain and properly operate all equipment, tools, vehicles, and safety materials used in performing the Services. All cleanup and beautification activities shall be performed using hand tools only, including shovels, hoes, and rakes. Power tools and powered equipment shall not be used in performing cleanup activities under this Contract.

d. Any equipment separately purchased or funded through this Contract with prior written authorization from BCOE shall be properly documented and inventoried by SUB-CONTRACTOR in accordance with applicable funding requirements. Inventory records shall include, as applicable, the date of acquisition, purchase cost, description, serial number or other identifying information, and location of the equipment. Such records shall be made available to BCOE upon request.

SAMPLE

e. Ownership, use, transfer, sale, or disposition of any equipment separately purchased or funded under this Contract shall be subject to prior written agreement between BCOE and SUB-CONTRACTOR and any applicable requirements of the City of Commerce–BCOE agreement and governing grant documents. SUB-CONTRACTOR shall not sell, transfer, or otherwise dispose of separately funded equipment without BCOE's prior written authorization.

f. SUB-CONTRACTOR shall ensure that any contractors or other entities engaged to perform Services under this Contract comply with the applicable equipment, purchasing, safety, and documentation requirements established in this Section.

7. MONTHLY AND FINAL REPORTS

a. SUB-CONTRACTOR shall submit written monthly progress reports, expenditure reports, and supporting documentation with its monthly invoice, no later than the tenth (10th) calendar day of each month for Services performed during the preceding month. Such reports shall allow the BCOE Program Manager to evaluate SUB-CONTRACTOR's performance, verify work completed, monitor expenditures, assess compliance with the approved Scope of Work and work schedule, and identify any operational challenges requiring corrective action.

b. SUB-CONTRACTOR shall provide monthly reports and, upon request by BCOE, additional data pertaining to Services rendered under this Contract, including, but not limited to:

i. Number of participants employed through the Back 2 Work Program;

ii. Number of workdays completed and locations where Services were performed;

iii. Total hours of paid workforce experience, supported by payroll records and timesheets;

iv. Total hours of job training provided, including required safety training and other approved training activities;

v. Participant demographic information, as lawfully collected and required for program reporting;

vi. Number of participants securing long-term employment, including employer information and wages, when available;

vii. Participant enrollment, participation, and exit information, including reasons for leaving the Program, when available;

viii. Summary of cleanup and beautification activities performed, including accomplishments, challenges, and lessons learned; and

ix. Any additional program performance measures or supporting documentation required by BCOE to meet the City of Commerce's applicable grant reporting obligations.

SAMPLE

c. SUB-CONTRACTOR shall utilize the BCOE-provided database or other BCOE-approved reporting system to enter and maintain participant information, employment outcomes, training records, and other program data required under this Contract. SUB-CONTRACTOR shall ensure that all information entered is accurate, complete, and submitted within the reporting deadlines established by BCOE.

d. SUB-CONTRACTOR shall submit all required monthly fiscal and program documentation in accordance with Exhibit "D" – Monthly Invoice and Reporting Package, including attendance records, timesheets, payroll documentation, participant demographic information as lawfully collected, training and certification information, and other supporting records necessary to verify Services performed and reimbursement requested.

e. SUB-CONTRACTOR shall promptly notify BCOE of any significant delays, operational difficulties, safety incidents, staffing shortages, or other circumstances that may affect the performance of Services, authorized work schedule, or completion of the sixty (60) contracted workdays. SUB-CONTRACTOR shall cooperate with BCOE in identifying and implementing appropriate corrective actions.

f. SUB-CONTRACTOR shall provide one (1) electronic final written performance report to the BCOE Program Manager upon completion or termination of this Contract, within the timeframe specified by BCOE. The final report shall summarize total workdays completed, participants served, paid workforce hours, training hours, employment outcomes, cleanup and beautification accomplishments, expenditures, challenges, and lessons learned.

g. SUB-CONTRACTOR shall maintain complete and accurate records supporting all monthly and final reports and shall make such records available to BCOE for review, monitoring, verification, or audit in accordance with the requirements of this Contract and applicable funding agreements.

8. PROMPT PAYMENT

Payment shall be processed in accordance with applicable California law and BCOE fiscal procedures.

9. DRUG FREE WORKPLACE

a. SUB-CONTRACTOR shall maintain a drug-free workplace in accordance with applicable federal, state, and local laws and regulations, including the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), to the extent applicable to this Contract.

b. SUB-CONTRACTOR shall establish and maintain a written workplace policy prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace and shall communicate such policy to employees performing Services under this Contract.

c. SUB-CONTRACTOR shall provide employees with information regarding the dangers of drug abuse in the workplace, its drug-free workplace policy, available counseling, rehabilitation, or employee assistance programs, if any, and the consequences of violating workplace substance-use policies, as applicable.

SAMPLE

d. SUB-CONTRACTOR shall ensure that employees assigned to perform Services under this Contract receive notice of the applicable workplace policy and comply with its requirements while performing Contract Services.

e. Failure to comply with applicable drug-free workplace requirements or established workplace safety policies may constitute grounds for corrective action, suspension of Services, or termination of this Contract, subject to the applicable provisions of this Contract and governing law.

10. USE OF OFFICE SPACE

SUB-CONTRACTOR will allow BCOE and its authorized representatives to utilize office space at SUB-CONTRACTOR's office or facilities during regular business hours, for purposes of program administration, monitoring, meetings, and other activities necessary and related to the Back 2 Work Program. Such use shall be coordinated between BCOE and SUB-CONTRACTOR and shall not unreasonably interfere with SUB-CONTRACTOR's normal business operations.

11. INSURANCE

a. Commercial General Liability Insurance. During the term of this Contract, SUB-CONTRACTOR shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate for bodily injury, personal injury, and property damage. Defense costs shall be paid in addition to policy limits. Coverage shall include contractual liability and shall not contain exclusions for cross-liability claims between insured parties.

b. Automobile Liability Insurance. SUB-CONTRACTOR shall maintain Business Automobile Liability Insurance covering all owned, hired, non-owned, and rented vehicles used in connection with Services performed under this Contract, with limits of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Workers' Compensation and Employer's Liability Insurance. SUB-CONTRACTOR shall maintain Workers' Compensation Insurance in accordance with the statutory requirements of the State of California and Employer's Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident. SUB-CONTRACTOR shall be responsible for maintaining all required coverage for its employees and transitional employment participants.

d. Professional Liability Insurance. To the extent required by BCOE and applicable to the Services performed, SUB-CONTRACTOR shall maintain Professional Liability or Errors and Omissions Insurance with limits of not less than One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any applicable retroactive date shall precede the effective date of this Contract, and coverage shall be maintained for at least three (3) years following completion of Services.

e. Additional Insured. The Butte County Office of Education, the City of Commerce, and their respective officers, officials, employees, agents, and volunteers shall be named as additional insureds under SUB-CONTRACTOR's Commercial General Liability and Automobile Liability policies for liability arising from Services performed

SAMPLE

under this Contract, as applicable. SUB-CONTRACTOR shall provide the required additional-insured endorsements to BCOE.

f. Insurance Carrier Requirements. Insurance policies shall be issued by insurers authorized to transact insurance business in the State of California or otherwise approved by BCOE, with an A.M. Best rating of not less than A- and Financial Size Category VI or higher, unless otherwise approved in writing by BCOE.

g. Evidence of Insurance. SUB-CONTRACTOR shall provide BCOE with certificates of insurance and all required endorsements demonstrating compliance with this Section prior to commencing Services under this Contract. SUB-CONTRACTOR shall maintain the required insurance coverage throughout the Contract term and shall provide updated documentation upon renewal or request by BCOE.

h. Primary Coverage. SUB-CONTRACTOR's applicable liability insurance shall be primary with respect to claims arising from SUB-CONTRACTOR's performance of Services under this Contract. Any insurance or self-insurance maintained by BCOE or the City of Commerce shall be excess and noncontributory to the extent required by the applicable insurance endorsements.

i. Cancellation or Modification of Coverage. SUB-CONTRACTOR shall notify BCOE promptly of any cancellation, nonrenewal, reduction, or material modification of required insurance coverage and shall comply with any additional notice requirements established under the City of Commerce–BCOE agreement and approved by BCOE.

j. Failure to Maintain Insurance. Failure to maintain the required insurance coverage or provide satisfactory evidence of coverage may result in suspension of Services or termination of this Contract in accordance with its applicable provisions.

12. INDEMNIFICATION AND HOLD HARMLESS

SUB-CONTRACTOR shall indemnify, defend, protect, and hold harmless the Butte County Office of Education (BCOE), the City of Commerce, and their respective officers, officials, employees, agents, and representatives from and against claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of or caused by the negligent or willful acts or omissions of SUB-CONTRACTOR, its officers, employees, agents, or lower-tier subcontractors in the performance of Services under this Contract.

SUB-CONTRACTOR shall not be required to indemnify a party to the extent a claim is caused by that party's own negligence or willful misconduct.

The obligations under this Section shall survive the expiration or termination of this Contract.

13. LIMITATION OF BCOE LIABILITY

Other than as expressly provided in this Contract, BCOE's financial obligations to SUB-CONTRACTOR shall be limited to payment for authorized Services satisfactorily performed in accordance with Section 3 and Exhibit "C".

Total compensation shall not exceed One Hundred Forty-Four Thousand Dollars ($144,000.00), unless modified through a written amendment executed by both Parties.

SAMPLE

To the extent permitted by applicable law, BCOE shall not be liable for special, consequential, indirect, or incidental damages, including lost profits or revenue, arising out of or in connection with this Contract.

14. NONDISCRIMINATION CLAUSE

a. During the performance of this Contract, SUB-CONTRACTOR shall not unlawfully discriminate against any employee, applicant for employment, program participant, or other person receiving Services on the basis of any characteristic protected under applicable federal, California, or local law.

b. SUB-CONTRACTOR shall comply with applicable nondiscrimination and equal employment opportunity laws, including the California Fair Employment and Housing Act and other applicable employment and civil rights requirements.

c. SUB-CONTRACTOR shall ensure that recruitment, hiring, compensation, training, promotion, termination, and participation in program activities are administered in accordance with applicable nondiscrimination requirements.

d. SUB-CONTRACTOR shall cooperate with BCOE and authorized agencies in reviewing compliance with applicable nondiscrimination requirements and shall maintain relevant employment and program records as required by law.

e. SUB-CONTRACTOR shall include applicable nondiscrimination and equal employment opportunity requirements in any authorized lower-tier subcontract for Services performed under this Contract.

15. AMERICANS WITH DISABILITIES ACT

By signing this Contract, SUB-CONTRACTOR assures BCOE that it complies with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

16. PERMITS AND LICENSES

SUB-CONTRACTOR and its employees or agents shall obtain and maintain all licenses, permits, certifications, and authorizations required by applicable federal, California, and local laws for performance of the Services described in Exhibit "A".

All cleanup and beautification activities shall be performed in accordance with the approved Scope of Work and applicable City of Commerce requirements.

SUB-CONTRACTOR shall coordinate with BCOE and the City of Commerce regarding work locations, access, safety requirements, and any activities requiring special authorization. Traffic-control activities, lane closures, or other restricted operations shall not be performed without the necessary approvals.

17. FEDERAL, STATE, AND LOCAL REGULATIONS

SUB-CONTRACTOR shall perform all Services under this Contract in compliance with applicable federal, California, and local laws, ordinances, codes, regulations, and requirements affecting the performance of Services.

SAMPLE

SUB-CONTRACTOR shall comply with applicable requirements of the City of Commerce–BCOE agreement and the Clean California Local Grant Program Restricted Grant Agreement between the City of Commerce and the California Department of Transportation, dated April 15, 2026, to the extent such requirements apply to SUB-CONTRACTOR's Services and are incorporated into this Contract.

SUB-CONTRACTOR shall remain responsible for compliance with applicable employment, workplace safety, workers' compensation, environmental, and operational requirements.

18. IRAN CONTRACTING ACT

SUB-CONTRACTOR must complete and submit to BCOE the Iran Contracting Act Certification certifying that it is not on the most current Department of General Services (DGS) list to Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf), before this Contract is executed, unless the Contractor is exempted from the certification requirement by Public Contract Code section 2205(c) or (d). If claiming an exemption, the SUB-CONTRACTOR shall provide written evidence that supports the exemption under Public Contract Coe section 2203(c) or (d) before execution of this Contract.

19. RECORDS RETENTION

a. SUB-CONTRACTOR shall establish and maintain complete and accurate accounting, payroll, personnel, program, and financial records relating to Services performed under this Contract. Records shall be maintained in accordance with generally accepted accounting principles, as applicable, and shall adequately support invoices, expenditures, participant activities, and performance reports.

b. SUB-CONTRACTOR shall retain all records and supporting documentation for the period required by the applicable funding source, but not less than three (3) years following receipt of final payment, unless a longer retention period is required by law, grant conditions, or an unresolved audit.

c. SUB-CONTRACTOR shall permit BCOE, the City of Commerce, and other duly authorized oversight or funding agencies to inspect, examine, and audit records directly related to this Contract at reasonable times, subject to applicable confidentiality and privacy requirements.

d. SUB-CONTRACTOR shall provide copies of relevant records and supporting documentation upon reasonable request by BCOE and shall cooperate with applicable monitoring, compliance reviews, and audits.

20. DATA SECURITY AND CONFIDENTIALITY

a. SUB-CONTRACTOR shall maintain the confidentiality of participant records, personal information, employment information, and other confidential information obtained or maintained in connection with Services performed under this Contract, except as disclosure is authorized or required by applicable law.

b. SUB-CONTRACTOR shall use BCOE-approved systems and reasonable administrative, technical, and physical safeguards to protect confidential information against unauthorized access, use, disclosure, alteration, or loss.

SAMPLE

c. Access to confidential program information shall be limited to authorized personnel with a legitimate need to access such information for performance of Services under this Contract.

d. SUB-CONTRACTOR shall promptly notify BCOE of any known or reasonably suspected unauthorized access, disclosure, loss, or compromise of confidential information associated with this Contract and shall cooperate with BCOE in responding to such incidents.

e. Upon expiration or termination of this Contract, SUB-CONTRACTOR shall return, transfer, retain, or securely dispose of confidential information in accordance with BCOE's written instructions and applicable law, including any mandatory record-retention requirements.

21. INDEPENDENT CONTRACTOR

SUB-CONTRACTOR shall perform all Services under this Contract as an independent contractor and shall not be considered an employee, officer, agent, partner, or joint venturer of BCOE or the City of Commerce.

SUB-CONTRACTOR shall serve as the employer of record for all personnel and transitional employment participants assigned to perform Services under this Contract and shall be solely responsible for wages, payroll taxes, employee benefits, workers' compensation, employment-related obligations, and compliance with applicable employment laws.

Neither BCOE nor the City of Commerce shall be deemed the employer of SUB-CONTRACTOR's personnel or participants solely by reason of this Contract.

SUB-CONTRACTOR shall remain responsible for the supervision, management, safety, and performance of its employees and participants.

22. EMPLOYMENT WITH PUBLIC AGENCY

To the extent applicable, SUB-CONTRACTOR shall ensure that any individual performing Services under this Contract who is concurrently employed by another public agency does not receive duplicate compensation for the same hours of work in violation of applicable law or public agency requirements.

SUB-CONTRACTOR shall remain responsible for ensuring that all personnel assigned to this Contract comply with applicable employment and compensation requirements.

23. ASSIGNMENT

SUB-CONTRACTOR shall not assign, transfer, or delegate any rights, duties, obligations, or interests under this Contract, whether by operation of law or otherwise, without the prior written consent of BCOE.

Any unauthorized assignment or transfer shall be considered a violation of this Contract.

24. CHANGES IN TERMS / AMENDMENT

This Contract may be amended or modified only by written agreement executed by authorized representatives of both Parties.

25. NOTICE

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Unless otherwise indicated in this Contract, any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt requested, or sent by overnight delivery service, addressed as follows:

Butte County Office of Education	SUB-CONTRACTOR
Back 2 Work Program	[INSERT SUB-CONTRACTOR NAME]
Attention: Jerry Hight	Attention: [INSERT AUTHORIZED REPRESENTATIVE]
2015 J Street, Suite 205	[INSERT STREET ADDRESS]
Sacramento, CA 95811	[INSERT CITY, STATE, ZIP CODE]

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

Either Party may change its designated address or contact person by providing written notice to the other Party in accordance with this Section.

26. FORCE MAJEURE

The Parties to the Contract shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, natural disaster, strike, loss, accident, or any other cause beyond the control of the Parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the SUB- CONTRACTOR.

27. TERMINATION

This Contract may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to SUBCONTRACTOR will include all authorized, non-cancelable obligations and prior costs incurred.

28. ENTIRE CONTRACT

This Contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this Contract will not be valid or binding on the Parties. Any modification to the terms of this Contract must be made in writing and signed by the Parties. Services shall not be rendered until this Contract is approved by the Butte County Superintendent of Schools.

29. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing within the provisions of this Contract is intended to create duties or obligations to or rights in third parties not parties to this Contract or affect the legal

liability of either party to this Contract by imposing any standard of care respecting the Project different from the standard of care imposed by law.

30. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the BCOE determine that SUB-CONTRACTOR is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The BCOE shall provide Contractor advance written notice of such termination, allowing SUB-CONTRACTOR at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the BCOE.

31. ATTORNEYS' FEES

The prevailing party, as defined by California law, shall be entitled to any and all attorneys' fees and costs related to any disputes arising under this Contract, and the attorneys' fees and cost relating to the resolution of such disputes whether or not any such dispute proceeds to final judgment.

32. APPLICABLE LAW

This Contract is made and entered into in the State of California and shall in all respects be interpreted and enforced under California law. The Parties agree that venue for any legal proceedings hereunder will be in Butte County, California.

33. WAIVER

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

34. SEVERABILITY

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

35. COUNTERPARTS

This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

SAMPLE

36. SIGNATURES

By affixing its signature to this Contract, each party warrants and represents that each has the authority to enter into this Contract and to perform all obligations under the Contract, and further that signatory of this Contract is authorized to legally bind the party.

BUTTE COUNTY OFFICE OF EDUCATION	SUB-CONTRACTOR
By: _____	By: _____
Name / Title: _____	Name / Title: _____
Date: _____	Date: _____

SAMPLE

EXHIBIT "A" – SCOPE OF WORK

CITY OF COMMERCE COMMUNITY CLEANUP AND BEAUTIFICATION

GENERAL TERMS AND CONDITIONS

It is specifically understood and agreed that SUB-CONTRACTOR shall administer a transitional employment program for disadvantaged and underserved adults through the Butte County Office of Education ("BCOE") Back 2 Work ("B2W") Program, carrying out duties and responsibilities in accordance with this Contract and applicable requirements of the City of Commerce ("City") Community Cleanup Project.

SUB-CONTRACTOR shall provide litter and debris removal, manual vegetation control, and community cleanup and beautification services within designated public rights-of-way and public spaces in the City of Commerce. SUB-CONTRACTOR shall provide ONE (1) work crew per authorized workday. Each work crew shall consist of six (6) to eight (8) transitional employment participants and one (1) dedicated Work Crew Supervisor.

SUB-CONTRACTOR acknowledges that Program needs may change and that scheduled workdays may be adjusted by BCOE in coordination with the City. The daily crew rate shall be adjusted based on the actual number of participants present, in accordance with Exhibit "C" – Rates of Reimbursement. Fewer than four (4) participants shall not constitute an authorized, compensable workday.

1. Work crews are expected to work an eight (8) hour day during authorized workdays. Services are anticipated to be scheduled during the first full week and third week of each month, with additional or adjusted workdays scheduled as needed. SUB-CONTRACTOR shall provide up to sixty (60) authorized workdays during the Contract term. Workdays shall be coordinated and approved in advance by BCOE. Lunch breaks shall not be included in hours worked unless otherwise required by applicable law. Alternative work hours, weekends, or holidays shall require prior BCOE authorization.
2. BCOE, in coordination with designated City Street Maintenance personnel, shall inform SUB-CONTRACTOR of the specific location and scope of work to be performed. Assigned locations shall include:
    a. Parkways along Telegraph Road;
    b. Parkways along Garfield Avenue;
    c. Parkways along Washington Boulevard;
    d. Alleyways within the Bandini neighborhood;
    e. Alleyways within the Rosewood neighborhood; and
    f. Other City-designated public rights-of-way, landscaped areas, and public spaces consistent with the approved project scope.
3. BCOE, in coordination with the City, may cancel, postpone, or suspend work due to inclement weather, unsafe conditions, planned or unplanned events,

SAMPLE

natural disasters, emergencies, or other operational needs. SUB-CONTRACTOR shall not perform cancelled or unauthorized Services. Any rescheduled workdays shall remain subject to the sixty (60) workday maximum.

4. Compensable work hours shall be documented from the time participants begin authorized work or other compensable duties until such duties end, in accordance with applicable wage and hour laws. SUB-CONTRACTOR shall maintain accurate records of all hours worked, including compensable preparation, training, and transportation time when required by law.

5. SUB-CONTRACTOR shall obtain any permits, approvals, or authorizations necessary to perform assigned Services. Work requiring restricted right-of-way access, traffic control, or lane closures shall not proceed without the required City authorization and appropriate safety measures.

6. SUB-CONTRACTOR shall be solely responsible for the supervision, management, and care of work crews assigned to perform Services under this Contract.

7. SUB-CONTRACTOR shall be solely responsible for issuing participant wages, maintaining workers' compensation coverage, paying payroll taxes, providing legally required benefits, and meeting all applicable employment obligations. SUB-CONTRACTOR and its employees shall not be considered employees of BCOE or the City.

8. SUB-CONTRACTOR Work Crew Supervisors shall possess a valid California driver's license of the appropriate class and shall safely operate vehicles used to transport participants, tools, equipment, and supplies.

9. SUB-CONTRACTOR shall immediately report to the BCOE Program Manager or designee any inappropriate behavior, personal injury, property damage, near miss, vehicle accident, or other significant incident arising from Services performed under this Contract.

10. SUB-CONTRACTOR shall investigate and provide BCOE with a written report within twenty-four (24) hours of becoming aware of an incident involving personal injury or illness, property damage, a near miss, or a vehicle accident. Reports shall include, but not be limited to:

    I. Identification of deficiencies in operating policies, processes, and procedures;

    II. Identification of unsafe work practices or training deficiencies; and

    III. Identification of preventive measures to reduce similar incidents or conditions.

11. SUB-CONTRACTOR shall investigate and report incidents involving theft, disruptive behavior, or other misconduct within twenty-four (24) hours of becoming aware of the incident. SUB-CONTRACTOR shall take appropriate

SAMPLE

corrective action, including removal of disruptive personnel from assigned worksites when warranted.

12. SUB-CONTRACTOR shall provide BCOE with monthly invoices, participant registration and participation records, time records, work activity documentation, and other supporting reports required under Exhibit "D". Monthly documentation shall be submitted no later than the tenth (10th) calendar day of the following month, unless otherwise approved in writing by BCOE.

13. SUB-CONTRACTOR shall establish performance measures approved by BCOE to document authorized cleanup and beautification activities and transitional employment outcomes. Required information shall include participant employment, paid workforce hours, training hours, workdays completed, service locations, accomplishments, challenges, and other applicable grant reporting measures. No minimum monthly litter-bag collection quota shall apply unless separately established in writing by BCOE.

RATES OF REIMBURSEMENT

1. For Services rendered to the satisfaction of BCOE, and upon approval of invoices submitted by SUB-CONTRACTOR, BCOE agrees to reimburse SUB-CONTRACTOR monthly, in arrears, at the applicable authorized daily crew rates established in Exhibit "C".

2. The full daily crew rate shall be Two Thousand Four Hundred Dollars ($2,400.00) for six (6) to eight (8) participants and one (1) dedicated Work Crew Supervisor. Reduced crew rates shall apply in accordance with Exhibit "C".

3. The total number of authorized workdays shall not exceed sixty (60), and total compensation shall not exceed One Hundred Forty-Four Thousand Dollars ($144,000.00), unless modified through a written contract amendment.

4. The daily crew rate shall include all ordinary costs necessary to perform Services, including wages, benefits, supervision, training, transportation, fuel, equipment, tools, safety supplies, uniforms, and administrative expenses. No separate reimbursement shall be provided except as expressly authorized under this Contract.

EQUIPMENT

1. SUB-CONTRACTOR shall not permit crew members or other personnel to operate gas-powered, electric-powered, pneumatic, or other powered equipment for work under this Contract. Only hand tools shall be used unless

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the Parties execute an approved modification consistent with the City agreement.

2. SUB-CONTRACTOR shall provide each work crew with appropriate transportation to and from assigned work locations. Vehicles shall be legally registered, properly insured, and maintained in safe operating condition.

3. SUB-CONTRACTOR shall furnish the tools, materials, equipment, and supplies necessary to perform authorized Services, including but not limited to:

    a. Litter collection bags;

    b. Litter sticks or grabbers;

    c. Hand tools, including shovels, hoes, rakes, and brooms;

    d. Appropriate personal protective equipment;

    e. First aid supplies; and

    f. Other necessary supplies and equipment consistent with the approved Scope of Work.

4. SUB-CONTRACTOR shall ensure that all vehicles used in the Program are properly registered, insured, and maintained. SUB-CONTRACTOR shall be responsible for fuel, routine maintenance, repairs, cleaning, and associated vehicle operating expenses.

5. SUB-CONTRACTOR shall ensure that vehicles used to transport work crews contain appropriate first aid supplies and legally required emergency equipment.

6. SUB-CONTRACTOR shall provide the Work Crew Supervisor with access to a functioning cellular telephone during scheduled work hours for coordination, technical instructions, and emergencies.

7. SUB-CONTRACTOR shall coordinate with BCOE and designated City personnel regarding any worksite conditions requiring warning signs, flags, additional traffic protection, or lane closures. SUB-CONTRACTOR shall not undertake restricted traffic-control activities without the necessary authorization, training, and safety measures.

SAFETY

1. SUB-CONTRACTOR must provide one (1) dedicated Work Crew Supervisor to direct crew operations, implement safety procedures, and coordinate transportation. The Supervisor shall remain present at the assigned worksite throughout the workday. SUB-CONTRACTOR agrees to follow applicable

SAMPLE

Cal/OSHA regulations and City safety requirements communicated through BCOE.

2. SUB-CONTRACTOR shall submit its Injury and Illness Prevention Program ("IIPP") to the BCOE Program Manager or designee. The IIPP shall conform to California Code of Regulations, Title 8, Section 3203, and address workplace hazards associated with authorized Services. The IIPP shall include procedures for complying with applicable heat illness prevention standards.

3. SUB-CONTRACTOR reserves the right to refuse or suspend Services at any worksite deemed unsafe in good faith. SUB-CONTRACTOR shall immediately notify BCOE of the condition and submit a written report within twenty-four (24) hours describing the hazard and action taken.

4. SUB-CONTRACTOR's Work Crew Supervisor must be available by cellular telephone during normal work hours for technical instructions, operational coordination, and emergencies.

5. In the event that a crew member is injured on the job, SUB-CONTRACTOR shall ensure that the injured worker receives appropriate medical care and transportation when necessary. SUB-CONTRACTOR shall be responsible for workers' compensation claims and applicable reporting obligations. SUB-CONTRACTOR shall notify BCOE within twenty-four (24) hours of reportable injuries, near misses, significant safety incidents, or events requiring emergency or law enforcement services.

6. SUB-CONTRACTOR shall provide initial safety training to work crew members before they perform field Services. Training shall address safe litter and debris removal, use of hand tools, workplace hazards, heat illness prevention, emergency procedures, and personal protective equipment.

7. SUB-CONTRACTOR shall establish and follow appropriate procedures for handling litter and debris. Crew members shall be instructed to avoid suspected hazardous or unknown materials and immediately report such materials to the Work Crew Supervisor.

8. SUB-CONTRACTOR shall conduct quarterly safety meetings and maintain documentation of such meetings for submission to BCOE upon request.

9. SUB-CONTRACTOR's Work Crew Supervisor shall conduct daily "tailgate" safety briefings that identify hazards specific to assigned work locations and applicable seasonal safety concerns.

10. Daily safety briefings shall be documented on a BCOE-approved form or contractor equivalent. Copies shall be submitted to the BCOE Program Manager or designee upon request.

11. SUB-CONTRACTOR shall conduct a Job Hazard Analysis (JHA) at the beginning of each work shift to identify worksite hazards, personal protective equipment

SAMPLE

requirements, and applicable safety procedures. The JHA shall be documented and updated when conditions materially change.

12. High-heat procedures shall be documented and implemented in accordance with applicable Cal/OSHA heat illness prevention standards. SUB-CONTRACTOR shall provide required drinking water, shade, rest periods, and emergency procedures.

13. SUB-CONTRACTOR shall provide initial safety training, daily tailgate meetings, job hazard analyses, quarterly safety meetings, and other required safety training. Costs associated with these activities shall be included in the daily crew rate established in Exhibit "C". Training hours shall be recorded as required by BCOE.

14. BCOE and designated City personnel may provide additional worksite information, operational guidance, and safety instructions as needed. SUB-CONTRACTOR shall remain responsible for the supervision and safety of its employees and participants.

15. SUB-CONTRACTOR shall train all crew members regarding hazards associated with assigned work environments and provide additional training when required by applicable law or worksite conditions.

16. SUB-CONTRACTOR shall not allow work crews to clean up active or abandoned encampments without specific written authorization from BCOE and the City and appropriate safety procedures.

17. SUB-CONTRACTOR shall not engage in hazardous material cleanup activities. If hazardous materials are encountered, including bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects, chemicals, or unknown substances, SUB-CONTRACTOR shall stop work in the affected area and immediately notify BCOE and designated City personnel.

18. SUB-CONTRACTOR shall ensure appropriate clothing and footwear are worn for assigned work in accordance with applicable safety requirements. Crew

SAMPLE

members shall be dressed to protect themselves from reasonably foreseeable physical and environmental hazards.

19. The following Personal Protective Equipment (PPE) shall be provided by SUB-CONTRACTOR, as appropriate to the work performed:

    a. Safety hard hats meeting applicable ANSI standards, when required;

    b. Safety glasses meeting applicable ANSI standards;

    c. Puncture-resistant protective gloves;

    d. High-visibility safety vests or garments meeting applicable ANSI/ISEA standards;

    e. Appropriate protective footwear; and

    f. Weather-appropriate protective clothing and rain gear.

20. SUB-CONTRACTOR shall furnish:

    a. Litter collection bags;

    b. Litter sticks or grabbers;

    c. Hand tools, including shovels, hoes, rakes, and brooms;

    d. Protective coveralls, when required by the approved work activity;

    e. Other appropriate safety materials and supplies.

21. BCOE, in coordination with designated City personnel, shall determine whether assigned work requires additional worksite safety measures, traffic-control authorization, or restricted access. SUB-CONTRACTOR shall not begin affected work until all required approvals and safety measures are in place.

PRIORITY WORK TO BE PERFORMED BY CREWS

a. Litter and debris removal from designated public rights-of-way, parkways, landscaped areas, and alleyways within the City of Commerce, including Telegraph Road, Garfield Avenue, Washington Boulevard, and the Bandini and Rosewood neighborhoods.

STAFF

1. SUB-CONTRACTOR, at its own cost and expense, shall provide sufficient personnel to fulfill the terms and conditions of this Contract. All personnel shall remain employees of SUB-CONTRACTOR. SUB-CONTRACTOR shall be responsible for wages, benefits, payroll taxes, workers' compensation,

SAMPLE

disability insurance, unemployment insurance, and compliance with applicable employment laws. Each participant shall be paid at least the applicable minimum wage.

2. SUB-CONTRACTOR shall ensure that each work crew consists of six (6) to eight (8) participants and one (1) dedicated Work Crew Supervisor. When fewer than six (6) participants are present, the daily crew rate shall be reduced by One Hundred Thirty-Five Dollars ($135.00) per missing participant below six (6), in accordance with Exhibit "C".

   a. Six (6) to eight (8) participants: $2,400.00 per day.

   b. Five (5) participants: $2,265.00 per day.

   c. Four (4) participants: $2,130.00 per day.

   d. Fewer than four (4) participants: No authorized Services or reimbursement.

The Work Crew Supervisor shall **not** count toward the participant total. No additional compensation shall be provided for more than eight (8) participants without an approved written amendment.

3. SUB-CONTRACTOR shall ensure that total costs billed do not exceed the maximum compensation established under this Contract.

4. SUB-CONTRACTOR shall be responsible for recruiting work crew members to meet staffing requirements and shall make reasonable efforts to maintain the required crew size throughout the Contract term.

5. Within sixty (60) calendar days of hire or assignment, Work Crew Supervisors shall obtain and submit to BCOE:

   a. Valid CPR and First Aid certification;

   b. Proof of completion of applicable California sexual harassment prevention training; and

   c. Valid OSHA 10-Hour training certification.

Any training required by law before performing assigned duties shall be completed before such work begins. Supervisors who fail to satisfy the specified contractual

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qualifications within the required timeframe shall not continue supervising work crews until compliant.

6. Below are the minimum required positions with suggested duties. SUB-CONTRACTOR shall provide sufficient personnel to fulfill its obligations and establish appropriate job descriptions.

a. **Work Crew Supervisor**, one (1) per work crew, responsible for, but not limited to:

i. Driving the van used to transport work crew participants;

ii. Managing daily work assignments and participant performance;

iii. Training and managing the work and safety of the crew;

iv. Coordinating with SUB-CONTRACTOR staff, BCOE, designated City personnel, and Program partners;

v. Ensuring work crew safety and completion of authorized daily deliverables;

vi. Preparing participants for employment through work-readiness and transferable skills development;

vii. Preparing documentation and reports required under this Contract;

viii. Ensuring vehicles, tools, equipment, and supplies are maintained in safe operating condition; and

ix. Otherwise maintaining the integrity of the Program.

b. **Program Manager or Designated Program Representative**, responsible for, but not limited to:

i. Serving as the primary administrative liaison with BCOE;

ii. Maintaining adequate Program staffing;

iii. Coordinating participant recruitment, screening, and hiring;

iv. Coordinating work schedules and addressing staffing shortages;

v. Ensuring compliance with contractual and Program requirements;

vi. Reviewing invoices, participant records, and required reports for accuracy; and

vii. Addressing Program concerns, service interruptions, and corrective actions.

SUB-CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

1. SUB-CONTRACTOR shall furnish BCOE with information regarding Program operations as developments occur and no less often than weekly, including:

SAMPLE

a. Current problems and developments;

b. Staffing changes under this Contract;

c. Information regarding identified or anticipated risks;

d. Complaints, comments, and significant concerns;

e. Work Crew Supervisor qualifications and training status;

f. Participant training and readiness for assigned Services; and

g. Other operational information reasonably requested by BCOE.

Each Work Crew Supervisor shall be approved by BCOE before supervising work under this Contract. A Work Crew Supervisor shall not be counted as a participant for crew-size or reimbursement purposes.

2. SUB-CONTRACTOR shall strive to furnish effective Services to BCOE and Program participants and shall include, but not be limited to:

   a. Regular attendance at meetings requested by BCOE;

   b. Participation in applicable BCOE subcontractor meetings and training activities;

   c. Communication of applicable BCOE policies to employees and participants;

   d. Maintenance of adequate staffing;

   e. Cooperation with BCOE personnel and designated City representatives;

   f. Investigation and resolution of operational problems and complaints;

   g. Prompt handling of inquiries and correspondence; and

   h. Timely follow-up on requests received from BCOE.

3. SUB-CONTRACTOR shall document and report Program performance, including:

   a. Number of participants employed;

   b. Total paid workforce experience hours;

   c. Total job training hours;

   d. Training and certifications completed;

   e. Participant demographic information, as lawfully collected;

   f. Long-term employment outcomes, when available;

   g. Cleanup and beautification activities completed; and

SAMPLE

h. Program accomplishments, challenges, and lessons learned.

4. SUB-CONTRACTOR shall submit monthly invoices, supporting documentation, and participant training and certification information in accordance with Exhibit "D" – Monthly Invoice and Reporting Package, by the tenth (10th)

5. SUB-CONTRACTOR shall maintain payroll records, attendance records, timesheets, training records, work activity documentation, and other records necessary for BCOE's monitoring and fiscal review.

6. SUB-CONTRACTOR shall not exceed sixty (60) authorized workdays or the maximum contract compensation without a written amendment executed by the Parties.

TRANSITIONAL EMPLOYMENT

1. SUB-CONTRACTOR shall provide adequate staffing and support necessary to deliver transitional employment Services to participants in the Program. Transitional employment Services shall include, but not be limited to:

a. Assisting participants in identifying and overcoming barriers to employment;

b. Providing or coordinating appropriate supportive and wraparound Services;

c. Supporting participants with job searches, employment applications, and career development;

d. Providing work-readiness training, including attendance, punctuality, teamwork, communication, and workplace expectations;

e. Assisting participants in identifying transferable skills developed through cleanup and beautification activities;

f. Connecting participants with training, certification, employment, or other workforce development opportunities when available; and

g. Documenting participant progress and employment outcomes as required by BCOE.

CORRECTIVE ACTION PLAN

1. In the event that BCOE identifies deficiencies in SUB-CONTRACTOR's performance or operations, the following Corrective Action Plan (CAP) process may be implemented:

a. BCOE will notify SUB-CONTRACTOR in writing of any performance or operational deficiencies identified through ongoing oversight, documentation

SAMPLE

review, or field monitoring. This notice may include a request for a written Corrective Action Plan (CAP).

b. If a CAP is requested, SUB-CONTRACTOR must respond in writing within ten (10) business days. The response must include:

i. A statement indicating whether each deficiency has been corrected or a proposed plan for correction;

ii. Specific actions SUB-CONTRACTOR will take to address each deficiency; and

iii. A timeline for achieving full compliance.

c. BCOE will review the CAP to determine whether SUB-CONTRACTOR has satisfactorily addressed each area of concern. BCOE may request clarification, additional documentation, or further corrective measures.

d. If SUB-CONTRACTOR disagrees with BCOE's findings or the requirements outlined in the CAP, it may submit a written appeal within ten (10) business days of receiving BCOE's determination. Appeals shall be reviewed by the BCOE Director or designee.

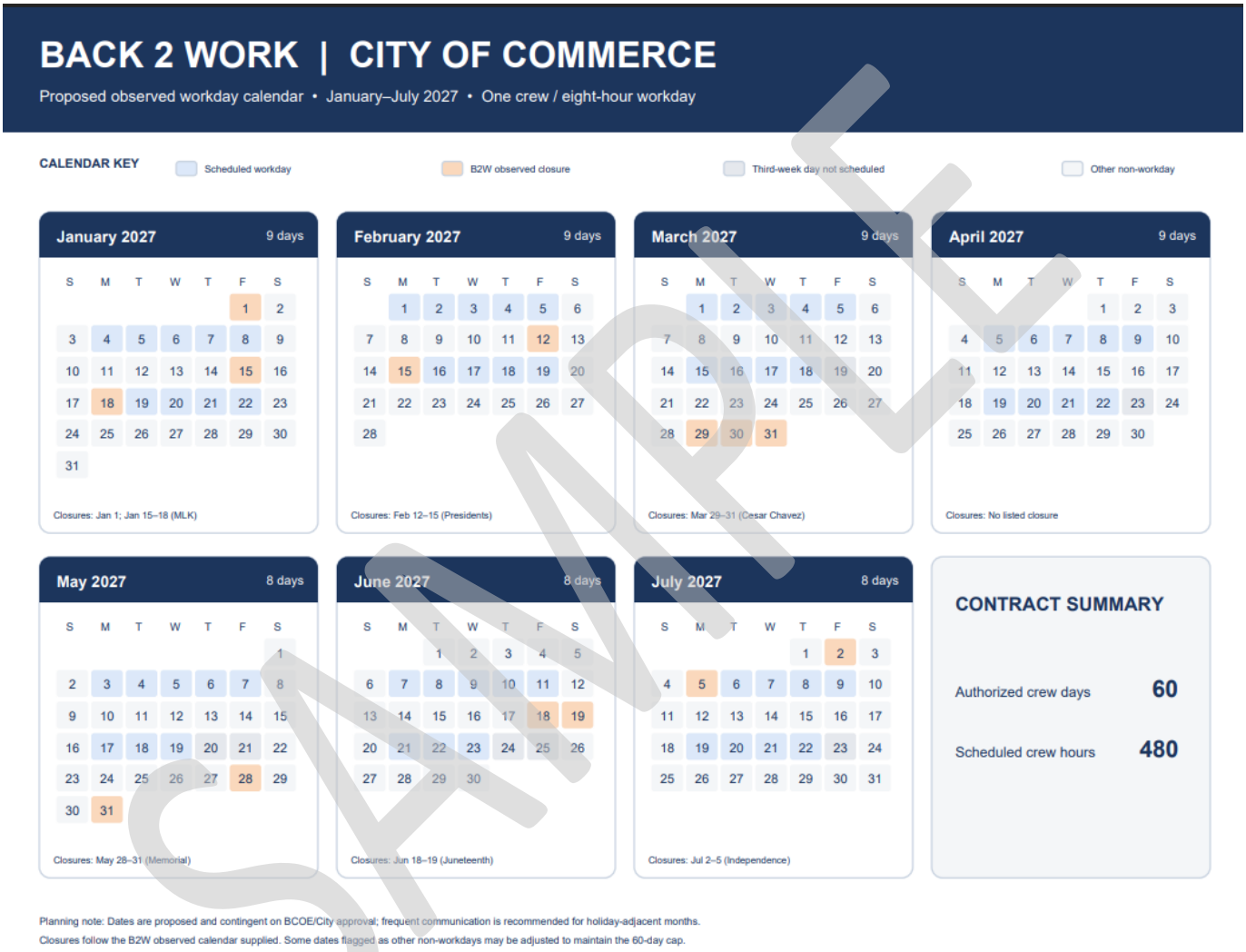
e. Failure to implement an approved CAP or correct identified deficiencies may result in further contractual remedies, including suspension or termination, in accordance with the Contract.

SAMPLE

EXHIBIT "B" – WORK CALENDAR/OBSERVED DAYS OFF

[Exhibit begins on following page]

SAMPLE


BACK 2 WORK | CITY OF COMMERCE
Proposed observed workday calendar • January–July 2027 • One crew / eight-hour workday
CALENDAR KEY
Scheduled workday
B2W observed closure
Third-week day not scheduled
Other non-workday
January 2027
9 days
Closures: Jan 1; Jan 15–18 (MLK)
February 2027
9 days
Closures: Feb 12–15 (Presidents)
March 2027
9 days
Closures: Mar 29–31 (Cesar Chavez)
April 2027
9 days
Closures: No listed closure
May 2027
8 days
Closures: May 28–31 (Memorial)
June 2027
8 days
Closures: Jun 18–19 (Juneteenth)
July 2027
8 days
Closures: Jul 2–5 (Independence)
CONTRACT SUMMARY
Authorized crew days
60
Scheduled crew hours
480
Planning note: Dates are proposed and contingent on BCOE/City approval; frequent communication is recommended for holiday-adjacent months.
Closures follow the B2W observed calendar supplied. Some dates flagged as other non-workdays may be adjusted to maintain the 60-day cap.

SAMPLE

EXHIBIT "C"- FUNDING BUDGET

[*Exhibit begins on following page*]

SAMPLE

Attachment 1

B2W FUNDING BUDGET BACK 2 WORK PROGRAM Subcontractor CITY OF COMMERCE, LOS ANGELES COUNTY			
Working Days	No. Work Crews	Maximum Daily Total Reimbursement Rate Per Work Crew	Maximum Total Compensation
60	1	$2,400	$144,000
TOTAL MAXIMUM CONTRACT FUNDING			**$144,000**
Wages reflects a 6-8 person crew. Crews ranging from 4-5 personnel will be prorated.			
Daily Rate for Full Crew	5 Crew Members	4 Crew Members	
$2,400	$2,265	$2,130	
Daily Rate to be reduced by $135 per day for each crew member less than 6. Less than 4 crew members will not work nor be paid for the day.			

SAMPLE

EXHIBIT "D"

MONTHLY DOCUMENT PACKAGE

[*Exhibit begins on following page*]

SAMPLE

Subcontractor Name

INVOICE

REMIT TO:
Subcontractor Address

DATE:

BILL TO:
Butte County Office of Education
1859 Bird Street
Oroville, CA 95965
Phone: (530) 532-5650

City of Commerce B2W Work Crew Program
Contract #
Service Locations:

Service for month ending: _____
Service days: _____

Number of Days Worked during billing period: _____

Location	# of Crews	Rate	[illegible]rs	Weekly Total by Location
				$
				$

TAL P[illegible]MENT: _____

SAMPLE

CITY OF COMMERCE CLEAN CALIFORNIA LITTER ABATEMENT PROGRAM
MONTHLY CREW SUMMARY

SERVICE MONTH: _____
CONTRACT NUMBER: _____
BCOE PO #

NAME OF CONTRACTOR
STREET ADDRESS
CITY, STATE ZIP CODE
CITY OF COMMERCE WORK LOCATION
In accordance with Agreement, payment is requested for satisfactory services provided on the following dates:

Crew Identifier

Number of Days Worked During Billing Period 0

Number of Days Worked During Billing Period (based on crew sizes)	Crew Size	Rate	Days	Amounts
	6 to 8		0	$0
	5		0	$0
	4		0	$0
	3		0	$0

TOTAL PAYMENT REQUESTED $0

SAMPLE

CITY OF COMMERCE CLEAN CALIFORNIA LITTER ABATEMENT REGISTER OF PARTICIPATION				
City of Commerce Work Location				
Month/Year				
Crew Identifier				
Crew Supervisors Name				
Date	Crew Size	Site Location	# Filled Trash Bags	Cubic Yards
1	0	0	0	0.00
2	0	0	0	0.00
3	0	0	0	0.00
4	0	0	0	0.00
5	0	0	0	0.00
6	0	0	0	0.00
7	0	0	0	0.00
8	0	0	0	0.00
9	0	0	0	0.00
10	0	0	0	0.00
11	0	0	0	0.00
12	0	0	0	0.00
13	0	0	0	0.00
14	0	0	0	0.00
15	0	0	0	0.00
16	0	0	0	0.00
17	0	0	0	0.00
18	0	0	0	0.00
19	0	0	0	0.00
20	0	0	0	0.00
21	0	0	0	0.00
22	0	0	0	0.00
23	0	0	0	0.00
24	0	0	0	0.00
25	0	0	0	0.00
26	0	0	0	0.00
27	0	0	0	0.00
28	0	0	0	0.00
29	0	0	0	0.00
30	0	0	0	0.00
31	0	0	0	0.00

Monthly Crew Size Summary	
Days Crew Size (6/3)	0
Days Crew Size (5)	0
Days Crew Size (4)	0
Days Crew Size (3)	0
Daily Average Crew Size	#DIV/0!

Production	
Number of days worked	0
Trash Bag Total	0
Daily Average of Trash Bags	0.00
Average per crew member	#DIV/0!
Total cubic yard	0.00

Total Production Time	
Travel Time	0
Trash Time	0
Landscape Time	0
Safety Training	0
Other	0

Crew Supervisor Signature: _____ Date: _____

City of Commerce Supervisor Signature: _____ Date: _____

by signing this I am verifying I have reviewed all corresponding timesheets that correlate with this document

SAMPLE

CITY OF COMMERCE CLEAN CALIFORNIA LITTER ABATEMENT
WEEKLY TIME/PRODUCTION SHEET

Timesheet Ending: #NAME? Daily Tailgate Completed
Crew Identifier 0 click on dropdown yes or no

#NAME?
#NAME?
#NAME?
#NAME?
#NAME?
#NAME?
#NAME?

Crew Member Name	#####	#####	#####	#####	#####	#####	#####	Hours
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Hours	0	0	0	0	0	0	0	0
Crew Size	0	0	0	0	0	0	0	

		Totals
Production	Number of	0
	Travel Time	0
	Trash Time	0
	Landscape Time	0
	Safety Training	0
	Other	0
	Total Hours	0

Crew Supervisor Signature: _____ Date: _____

City of Commerce Supervisor Signature: _____ Date: _____

SAMPLE

CITY OF COMMERCE LITTER ABATEMENT PROGRAM

Each organization utilizing City of Commerce funds must keep a record on file that includes a listing of all costs incurred each month and the total costs of ea iem. Following is an example of a breakdown of City of Commerce costs included in a daily total reimbursement rate.

MONTHLY EXPENSE REPORT

	Crew Members	Approx Hours	Pay Rate	Actual Costs
Crew Member Daily Wages				
Wages	16	2000	13	$416,000.00
Taxes/Workers Comp				$124,800.00
				$540,800.00
Crew Supervisor Wages (drivers and supervisor)				
Wages	2	2000	25	$100,000.00
Taxes/Workers Comp/Benefits				$35,000.00
Benefits				
				$135,000.00
Insurance				
Liability				$0.00
				$0.00
				$0.00
				$0.00
Operational Costs				
Facilities				$7,500.00
Telephone and Utilities				$3,000.00
Consumables				$1,500.00
Safety Gear				$1,200.00
				$13,200.00
Vans/Trailers				
Vans (leasing, insurance, maintenance)				$20,000.00
Trailer				$5,000.00
Fuel				$11,500.00
				$36,500.00
Administrative Oversight				
Management and Admin Staff				$62,500.00
Benefits				$21,875.00
Indirect Costs				$58,040.00
				$142,415.00
Total Cost Per Crew				**$867,915.00**
				$1,735.83

EXAMPLE

EXHIBIT "E"

COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMMERCE AND THE BUTTE COUNTY OFFICE OF EDUCATION

The Cooperative Agreement between the City of Commerce and the Butte County Office of Education (BCOE) is available through the https://www.bcoe.org/About-BCOE/BCOE-Divisions/Statewide--Local-Support-Services/Maintenance-Operations--Facilities/Request-for-Proposals--Bid-Information/

SAMPLE

ATTACHMENT "1"- SUBCONTRACTOR FUNDING BUDGET

[Attachment 1 begins on following page]

Attachment 1

B2W FUNDING BUDGET BACK 2 WORK PROGRAM Subcontractor CITY OF COMMERCE, LOS ANGELES COUNTY			
Working Days	No. Work Crews	Maximum Daily Total Reimbursement Rate Per Work Crew	Maximum Total Compensation
60	1	$2,400	$144,000
TOTAL MAXIMUM CONTRACT FUNDING			**$144,000**

Wages reflects a 6-8 person crew. Crews ranging from 4-5 personnel will be prorated.

Daily Rate for Full Crew	5 Crew Members	4 Crew Members
$2,400	$2,265	$2,130

Daily Rate to be reduced by $135 per day for each crew member less than 6.
Less than 4 crew members will not work nor be paid for the day.

EXHIBIT "C"

CONTACT PAGE

[Exhibit begins on following page]

Public Agency Contact List		
Public Agency #1		**Description of Services**
Name of Public Agency		
Designated Contact Person		
Title		
Email		
Telephone Number		
Public Agency #2		**Description of Services**
Name of Public Agency		
Designated Contact Person		
Title		
Email		
Telephone Number		
Public Agency #3		**Description of Services**
Name of Public Agency		
Designated Contact Person		
Title		
Email		
Telephone Number		
Public Agency #4		**Description of Services**
Name of Public Agency		
Designated Contact Person		
Title		
Email		
Telephone Number		
Public Agency #5		**Description of Services**
Name of Public Agency		
Designated Contact Person		
Title		
Email		
Telephone Number		

Contact Page

Proposer Information	
Proposer:	
Address:	
City/State/Zip:	
Phone:	
President/Director (or Authorized Designee)	
Name:	
Title:	
Email:	
Phone:	
Program Manager	
Name:	
Title:	
Email:	
Phone:	

Reference Contact List

Provide three organizational references and briefly describe the services provided.

Reference #1		Description of Services
Name of Agency:		
Designated Contact Person:		
Title:		
Email:		
Telephone Number:		

Reference #2		Description of Services
Name of Agency:		
Designated Contact Person:		
Title:		
Email:		
Telephone Number:		

Reference #3		Description of Services
Name of Agency:		
Designated Contact Person:		
Title:		
Email:		
Telephone Number:		

EXHIBIT "D"- MONTHLY DOCUMENT PACKAGE

[Exhibit begins on following page]

Subcontractor Name

INVOICE

REMIT TO:
Subcontractor Address

DATE:

BILL TO:
Butte County Office of Education
1859 Bird Street
Oroville, CA 95965
Phone: (530) 532-5650

City of Commerce B2W Work Crew Program
Contract #
Service Locations:

Service for month ending: _____
Service days: _____

Number of Days Worked during billing period: _____

Location	# of Crews	Rate	[illegible]rs	Weekly Total by Location
		$		
		$		

[illegible]TAL P[illegible]MENT: _____

SAMPLE

CITY OF COMMERCE CLEAN CALIFORNIA LITTER ABATEMENT PROGRAM
MONTHLY CREW SUMMARY

SERVICE MONTH: _____
CONTRACT NUMBER: _____
BCOE PO #

NAME OF CONTRACTOR
STREET ADDRESS
CITY, STATE ZIP CODE
CITY OF COMMERCE WORK LOCATION
In accordance with Agreement, payment is requested for satisfactory services provided on the following dates:

Crew Identifier

Number of Days Worked During Billing Period 0

	Crew Size	Rate	Days	Amounts
Number of Days Worked During Billing Period (based on crew sizes)	6 to 8		0	$0
	5		0	$0
	4		0	$0
	3		0	$0

TOTAL PAYMENT REQUESTED $0

SAMPLE

CITY OF COMMERCE CLEAN CALIFORNIA LITTER ABATEMENT
REGISTER OF PARTICIPATION

City of Commerce Work Location				
Month/Year				
Crew Identifier				
Crew Supervisors Name				
Date	**Crew Size**	**Site Location**	**# Filled Trash Bags**	**Cubic Yards**
1	0	0	0	0.00
2	0	0	0	0.00
3	0	0	0	0.00
4	0	0	0	0.00
5	0	0	0	0.00
6	0	0	0	0.00
7	0	0	0	0.00
8	0	0	0	0.00
9	0	0	0	0.00
10	0	0	0	0.00
11	0	0	0	0.00
12	0	0	0	0.00
13	0	0	0	0.00
14	0	0	0	0.00
15	0	0	0	0.00
16	0	0	0	0.00
17	0	0	0	0.00
18	0	0	0	0.00
19	0	0	0	0.00
20	0	0	0	0.00
21	0	0	0	0.00
22	0	0	0	0.00
23	0	0	0	0.00
24	0	0	0	0.00
25	0	0	0	0.00
26	0	0	0	0.00
27	0	0	0	0.00
28	0	0	0	0.00
29	0	0	0	0.00
30	0	0	0	0.00
31	0	0	0	0.00

Monthly Crew Size Summary	
Days Crew Size (6/3)	0
Days Crew Size (5)	0
Days Crew Size (4)	0
Days Crew Size (3)	0
Daily Average Crew Size	#DIV/0!

Production	
Number of days worked	0
Trash Bag Total	0
Daily Average of Trash Bags	0.00
Average per crew member	#DIV/0!
Total cubic yard	0.00

Total Production Time	
Travel Time	0
Trash Time	0
Landscape Time	0
Safety Training	0
Other	0

Crew Supervisor Signature: _____ Date: _____

City of Commerce Supervisor Signature: _____ Date: _____

by signing this I am verifying I have reviewed all corresponding timesheets that correlate with this document

SAMPLE

CITY OF COMMERCE CLEAN CALIFORNIA LITTER ABATEMENT
WEEKLY TIME/PRODUCTION SHEET

Timesheet Ending: #NAME? Daily Tailgate Completed

Crew Identifier 0 click on dropdown yes or no

#NAME?

#NAME?

#NAME?

#NAME?

#NAME?

#NAME?

#NAME?

Crew Member Name	#####	#####	#####	#####	#####	#####	#####	Hours
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Hours	0	0	0	0	0	0	0	0
Crew Size	0	0	0	0	0	0	0	

		Totals
Production	Number of	0
	Travel Time	0
	Trash Time	0
	Landscape Time	0
	Safety Training	0
	Other	0
	Total Hours	0

Crew Supervisor Signature: _____ Date: _____

City of Commerce Supervisor Signature: _____ Date: _____

SAMPLE

CITY OF COMMERCE LITTER ABATEMENT PROGRAM

Each organization utilizing City of Commerce funds must keep a record on file that includes a listing of all costs incurred each month and the total costs of ea iem. Following is an example of a breakdown of City of Commerce costs included in a daily total reimbursement rate.

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	Crew Members	Approx Hours	Pay Rate	Actual Costs
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				$540,800.00
Crew Supervisor Wages (drivers and supervisor)				
Wages	2	2000	25	$100,000.00
Taxes/Workers Comp/Benefits				$35,000.00
Benefits				
				$135,000.00
Insurance				
Liability				$0.00
				$0.00
				$0.00
				$0.00
Operational Costs				
Facilities				$7,500.00
Telephone and Utilities				$3,000.00
Consumables				$1,500.00
Safety Gear				$1,200.00
				$13,200.00
Vans/Trailers				
Vans (leasing, insurance, maintenance)				$20,000.00
Trailer				$5,000.00
Fuel				$11,500.00
				$36,500.00
Administrative Oversight				
Management and Admin Staff				$62,500.00
Benefits				$21,875.00
Indirect Costs				$58,040.00
				$142,415.00
Total Cost Per Crew				**$867,915.00**
				$1,735.83

EXAMPLE

ATTACHMENT 2- NON-COLLUSION DECLARATION

[Attachment 2 begins on following page]

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)

PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the_____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
DATE

at _____, _____.
CITY STATE

Date: _____

Proposer Proper Name: _____

Signature: _____

Print Name: _____

Title: _____