



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AE-3**

September 2, 2015

NOTICE OF REQUEST FOR PROPOSALS FOR AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES (2015-AN021)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Solid Waste and Franchise Fees Verification Services (2015-AN021). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial three-year term and two potential additional one-year option renewals. The total contract amount of this service is estimated to be up to \$300,000 annually, including option years or up to \$900,000 for the three-year term. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Erik Macias at (626) 458-2530 or emacias@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or its Contract Representative must have a minimum of three years of experience providing fee verification services similar or same as described in the Scope of Work.
2. The use of Subcontractors is prohibited in this Contract with the exception of the services of a Certified Public Accountant (CPA).

A Proposers' Conference will be held on **Wednesday, September 16, 2015, at 2 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and Contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, September 30, 2015, at 5:30 p.m. Please direct your questions to Mr. Macias at the number listed on the previous page.

Follow-us on Twitter:

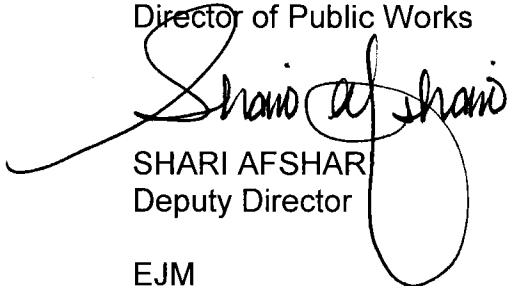
We encourage you to follow-us on Twitter at [LACoBuildings](#) and [LAPublicWorks](#) for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AE-3.

Very truly yours,

GAIL FARBER
Director of Public Works



SHARI AFSHAR
Deputy Director

EJM

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COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
AS-NEEDED SOLID WASTE AND FRANCHISE FEES
VERIFICATION SERVICES (2015-AN021)



Approved September 2, 2015
Gail Farber
Director of Public Works

By: Shaw A. Shaw
Deputy Director

REQUEST FOR PROPOSALS
FOR
AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES
(2015-AN021)
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP), Contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum and/or informational update, to all who attended the conference.

B. Minimum Mandatory Requirements

Interested and qualified Proposers, who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirement at the time of proposal submission:

1. Proposer or its Contract Representative must have a minimum of three years of experience providing fee verification services similar or same as described in the Scope of Work.
2. The use of Subcontractors is prohibited in this Contract with the exception of the services of a Certified Public Accountant (CPA).

C. Contract Analyst

Proposers are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this

RFP or any matter relating thereto must be in writing and may be mailed or e-mailed to:

County of Los Angeles Department of Public Works
Architectural Engineering Division – 8th Floor
Attention Mr. Erik Macias
P.O. Box 1460
Alhambra, California 91802-1460
E-mail: emacias@dpw.lacounty.gov
Telephone: (626) 458-2530

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the Contract Analyst named in the Notice of Request for Proposals and above, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

D. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Contract and/or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202).

E. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful Contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property

Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.

2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Form PW-17). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. SPARTA Program

A County program, known as SPARTA (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll-free at (800) 420-0555 or can access their website directly at www.2sparta.com.

I. Indemnification and Insurance

The successful Contractor will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The Contractor will be required to procure, maintain, and provide the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed Contract without interruption or break in coverage.

J. Injury and Illness Prevention Program

The successful Contractor will be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

K. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFP.

L. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation,

or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

M. Local Small Business Enterprise Preference Program

1. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) a business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Small Business as meeting the requirements set forth in Nos. 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
2. To apply for certification as a Local SBE, businesses may register at the Los Angeles County Office of Small Business' website at:

<http://www.laosb.org>

3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE

A/N Fees Verification Services

Firm/Organization Information Form with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

4. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.dgs.ca.gov/pd/program/osds.aspx>.

N. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. The proposed Contract will only be awarded to the entity that submitted the proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.

O. Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

P. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include

similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective Contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete

the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective Contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County Contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County Contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both (County Code, Chapter 2.202).

Q. Proposal Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFP by submitting a proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for proposals are explained in Part I of this RFP.
3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

R. Security and Background Investigations

Each of the Contractor's or Subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice or other agency or entity acceptable to County to include State and local-level review, which may include, but shall not be limited to, criminal conviction information.

The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information.

S. Transitional Job Opportunities Preference Program

To the extent permitted by State and Federal law in evaluating proposals and when the price category is scored, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c)(3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their proposal response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

T. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at <https://camisvr.co.la.ca.us/webven/default.asp> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

U. Disabled Veteran Business Enterprise (DVBE) Preference Program

1. The County will give Disabled Veteran Business Enterprise (DVBE) Preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles

County Code. A DVBE is defined as: 1) a business which is certified by the State of California as a DVBE; or 2) a business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran-Owned Small Business (SDVOSB).

2. Certified DVBEs must request the DVBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed.
3. In no case shall the DVBE Preference Program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.
4. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain, or maintain certification as a certified DVBE.
5. To request the DVBE Preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Form PW-18 with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at <http://www.vetbiz.gov>.

V. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be bound and presented in the sequence, with the content tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the proposal as nonresponsive at the County's sole discretion:

1. Title page

The title page shall show the Proposer's name, title of the service requested, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the proposal.

3. Letter of Transmittal

A person legally authorized to enter into Contracts for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, e-mail addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. The "Statement of Information" must list the corporate officers. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers.

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most

recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas:

- Background.
- Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position).
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded.
- Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work.
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

6. Work Plan

FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the project and their qualifications. If possible, list them by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. These may include personnel management, training, subcontracting, emergency and contingency planning, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

The County may award higher points to the proposers that successfully demonstrated the following in their proposal:

- A detailed description of the methodology that shall be used to determine the accurate and timely remittance of the Solid Waste Management Fees (SWMF) and franchise fees.
- A detailed description on how Proposer shall track the daily in- and out-bound of solid waste tonnage/cubic yards to ensure it is accurately reported.
- A sample findings report(s) of work performed similar to the scope and type of services requested under this Contract.
- A detailed description of how the Proposer shall verify the accuracy of the monthly disposal tonnage reports submitted to the County by franchisees.
- A detailed description of how the Proposer shall verify franchisee customer lists.
- Proposer's plan to provide a Contract Representative (CR) who is a full-time employee of the Contractor. The CR shall provide the overall management and coordination of this Contract and act as the central contact for Public Works.
- Proposer's plan to have access to a CPA licensed by the California Board of Accountancy, who must have a minimum of two years of experience providing fee verification services similar or same as described in the Scope of Work.

The staffing plan must designate a qualified quality control inspector (see Quality Assurance, Section 7 below.)

7. Quality Assurance Program

Describe Proposer's Quality Assurance Program that will be utilized by the Proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, Subcontractors, if any, and suppliers must be described. If a Subcontractor is to perform work, the Program must detail how that Subcontractor will interface with the Proposer and how the Proposer will ensure that the Subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

8. Subcontractors

Subcontractors are allowed only for CPA work; no other work may be subcontracted.

9. Licenses and Certifications

Submit copies of the Proposer's, employees', and/or Subcontractors' licenses and certifications required to perform the work.

10. Insurance

Submit completed and signed Form PW-16, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals if awarded the Contract. In Form PW-16, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

11. Forms List

Complete and submit the following forms, which are included in the RFP package:

PW-1 Verification of Proposal

PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification form if requesting SBE preference)
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)
PW-12	Charitable Contributions Certification
PW-13	Transitional Job Opportunities Preference Application
PW-14	Proposer's List of Terminated Contracts
PW-15	Proposer's Pending Litigations and Judgments
PW-16	Proposer's Insurance Compliance Affirmation
PW-17	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-18	Request for Disabled Veteran Business Enterprise (DVBE) Preference Program Consideration Form
PW-19	Proposer's Compliance with the Minimum Requirements of the RFP

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County.)

12. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to Contractors in general. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each Subcontractor contemplated:

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-7	Proposer's Equal Employment Opportunity Certification
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only)
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification

13. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the proposal and be labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

1. Proposals shall be submitted with **seven** complete sets of the proposal that includes all related information in the following formats:
 - Paper: One original and four copies.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.
 - One redacted electronic copy – Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the proposal such as Social Security numbers.

Please note: The two electronic copies of your proposal will not be used for evaluation purposes. The evaluators will evaluate the content of the original, hard copies of the submitted proposal only. Proposers are responsible to include paper copies of all information, including information on the electronic copies, to the hard copies of the proposal for such information to be evaluated.

Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the proposal submission deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all proposals that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. The County further reserves the right to cancel this request for proposals at any time at its sole discretion. In the event of any such rejection of proposals or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the proposal may be rejected as unauthorized and nonresponsive.

No proposal will be considered unless the Proposer submits a proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed Contract unless such understanding or representation is included in the proposed Contract.

D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible Contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts including, but not limited to, County Contracts. Particular attention will be given to violations of labor laws related to employee

compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest-rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to any proposed Subcontractors of Proposer on County Contracts.

E. Disqualification of Proposers

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated may cause the rejection of all proposals in which such Proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed Contract.
2. A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a proposal, Proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their proposal in accordance therewith. If Proposer's proposal is accepted, the Proposer will enter into a written Contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices, and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) Contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of proposal submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the proposals.
3. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the

responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not

entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their proposal, on Form PW-4, Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended Contract, based both on financial strength and experience as a Contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the proposal on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each Subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D, of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

Q. Term of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of proposals.

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for the rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

S. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

T. Consultant Independent

Proposers that assisted the County in developing or preparing a solicitation document, pursuant to a consultant Contract, are precluded from subsequently being involved in the bidding process on that solicitation document.

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a proposal, the terms of any resultant Contract/agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract, or to award a Contract to a Proposer other than the highest-rated Proposer.

C. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon receipt of the proposal as specified and evaluation of proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting proposals. The proposed Contract may be submitted to the Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of proposed Contract over the entire Contract term. This determination will be based on, but not limited to, an evaluation of the Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The County reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful proposal(s).
4. The County may make on-site inspections of Proposer's current jobs and/or facilities.
5. The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

D. Pass/Fail Review

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer is signed in as attending the Proposers' Conference.
2. Proposal was time stamped by the Cashier prior to the deadline for submission of the proposal. Any proposal without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.
3. Proposer has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-19.
4. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A.
5. Proposer and Subcontractors, if any, have completed and signed all appropriate forms.

E. Evaluation Criteria

All proposals will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

1. Proposed Price (50 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the Transitional Job Opportunities Preference, the Local Small Business Preference, or the Disabled Veteran Business Enterprise Preference, as applicable.

- Transitional Job Opportunities Preference. To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Proposer's payment, which will be based on the Proposer's bid amount.
- Local Small Business Enterprise (SBE) Preference. To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.
- Disabled Veteran Business Enterprise (DVBE) Preference Program. To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Disabled Veteran Business Enterprise (DVBE) Preference (Form PW-18), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all DVBE Proposers who requested and were granted the DVBE Preference. The DVBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a Contract.

2. Performance History/References (10 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of
A/N Fees Verification Services

Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 10/4 points for each responding reference up to a total of 4 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous three years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by either the County's Contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (25 points)

Proposers will be evaluated on the Experience submitted as part of Section 2.A.5 (Experience). The evaluators may give reduced scores to any Experience that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFP above. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, and Subcontractors, if any,

in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-14, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

4. Work Plan (15 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A.6 of this RFP above. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents. If an interview or presentation is scheduled, it may also be considered.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality

control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a Subcontractor is to perform Quality Assurance, the Program must detail how that Subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

5. Optional Interview/Clarification

The County may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the one or more Proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

6. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

1. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in Sections below. Additionally, any Proposer may obtain copies of proposals and Public Works evaluation documents as provided in Part I, Section 3, paragraph H. Under any such review, it is the responsibility of the Proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the time frame specified in the written determination.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting a Disqualification Review is a Proposer.
 - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination).
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where proposals are evaluated and scored in accordance to Section 4, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.
2. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Works may inform the requesting Proposer of its relative ranking.
3. During or following the Debriefing, Public Works will instruct the requesting Proposer of the manner and time frame in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer.

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. Public Works made identifiable mathematical or other errors in evaluating bids/proposals, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
 - c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by State or Federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review Process

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by

Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting review by a County Independent Review is a Proposer.
 - b. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - c. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.
3. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
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PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
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PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: , 2015		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service:			
DECLARANT INFORMATION			
3. Name Of declarant:			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is:			
PROPOSER INFORMATION			
6. Proposer's full legal name:		Telephone No.:	
Physical Address (NO P.O. BOX):		Mobile No.:	
e-mail:		Fax No.:	
County WebVen No.:	IRS No.:	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent:			Date:
Type name and title:			

SCHEDULE OF PRICES
AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES (2015-AN021)

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

DESCRIPTION		Proposed Price		
Task 1 & 2: Work Location Visit, Data Collection, Analysis, Review, Findings Reports (Per Exhibit A - Scope of Work, Section F, Task 1 & 2)		Unit Price	Annual Estimated # of Units	Annual Proposed Price (Unit Price x Estimate # of Units = Annual Proposed Price)
a. Solid Waste Management Fee	Task 1: Work Location Visit, Data Collection, Analysis, Review, and Draft Findings Report	\$ Per Audit	36	\$
	Task 2: Final Findings Report	\$ Per Audit	36	\$
b. Residential Franchise Fee and Disposal Tonnage	Task 1: Work Location Visit, Data Collection, Analysis, Review, and Draft Findings Report	\$ Per Audit	12	\$
	Task 2: Final Findings Report	\$ Per Audit	12	\$
c. Commercial Franchise Fee and Disposal Tonnage	Task 1: Work Location Visit, Data Collection, Analysis, Review, and Draft Findings Report	\$ Per Audit	24	\$
	Task 2: Final Findings Report	\$ Per Audit	24	\$
SUBTOTAL TASK 1 & 2				\$
Task 3 & 4: As-Needed Status Updates and Meetings (Per Exhibit A - Scope of Work, Section F, Task 3 & 4)		Unit Price	Annual Estimated # of Units	Annual Proposed Price (Unit Price x Estimate # of Units = Annual Proposed Price)
a. As-Needed Status Update		\$ Each	12	\$
b. Meetings with Public Works (includes Meeting Minutes)	Kick-off Meeting & As-Needed Meetings	\$ Each	12	\$
SUBTOTAL TASK 3 & 4				\$

As-Needed Additional Work (Per Exhibit A - Scope of Work, Section E, Item 5)		Unit Price	Annual Estimated # of Units	Annual Proposed Price (Unit Price x Estimate # of Units = Annual Proposed Price)
a. As-Needed Certified Public Accountant	Findings Report CPA review and Signatures	\$ Per Hour	40	\$
b. Technical/Professional Staff	Analysts, Accountants	\$ Per Hour	40	\$
c. Support Staff	Assistants, Secretaries	\$ Per Hour	40	\$
SUBTOTAL AS-NEEDED ADDITIONAL WORK				\$
TOTAL PROPOSED ANNUAL PRICE (Total of Subtotal Task 1 & 2 plus Subtotal Task 3 & 4 plus Subtotal As-Needed Additional Work)				\$

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

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY PROPOSER: _____
 PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2010	2011	2012	2013	2014	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

 Name of Proposer or Authorized Agent (print) Signature Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

of _____

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within ten business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)
(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR**YES****NO**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- ☐ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*).
- ☐ I have submitted my three most recent annual tax returns with my application.
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants.
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

☐ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

- ☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ Date: _____

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES (2015-AN021)**

Proposer's Name

Address

- ☐ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: _____ Date: _____

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- ☐ **I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- ☐ **I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm:	County WebVen No.
Print Authorized Name:	Title:
Authorized Signature:	Date:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS
AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES (2015-AN021)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of Proposal submission, Proposer must meet the following minimum requirements:

1. The Proposer or its Contract Representative must have a minimum of three years of experience providing fee verification services similar or same as described in the Scope of Work.

- ☐ Yes. Proposer or its Contract Representative does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer or Contract Representative	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*

*List the page number in the proposal containing the Proposer's experience.

- ☐ No. Proposer or Contract Representative does not meet the experience requirement stated above.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature	Title
Firm Name	Date



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate, and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

AS-NEEDED SOLID WASTE AND FRANCHISE FEES
VERIFICATION SERVICES (2015-AN021)

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AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES (2015-AN021)

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SAMPLE AGREEMENT FOR

AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES
(2015-AN021)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2015, hereby agrees to provide services as described in this Contract for Solid Waste and Franchise Fees Verification Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Facilities Lists; Exhibit H, Sample Letters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$_____ per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of three years commencing on _____. The COUNTY shall have the sole option to renew this Contract term for up to two additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments (COLAs) shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

AS-NEEDED SOLID WASTE AND FRANCHISE FEES VERIFICATION SERVICES
(2015-AN021)

A. County of Los Angeles Department of Public Works Representatives

The Public Works Contract Manager will be Ms. Joyce Fang of Environmental Programs Division who may be contacted at (626) 458-6573, e-mail address: jofang@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5:30 p.m. Ms. Fang will also be the Public Works Contact for the Solid Waste Management Fee (SWMF) verification.

The Public Works Contact for the Residential Franchise Fee and Disposal Tonnage verifications will be Ms. Christine Wong of Environmental Programs Division who may be contacted at (626) 458-2190, e-mail address: ccwong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5:30 p.m.

The Public Works Contact for the Commercial Franchise Fee and Disposal Tonnage verification will be Ms. Vivian Hoang of Environmental Programs Division who may be contacted at (626) 458-2539, e-mail address: vhoang@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5:30 p.m.

The Contract Manager and the Contacts are the only representatives authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager or Contacts. The Contractor will be notified in writing when there is a change in Contract Manager or Contacts.

B. Background

1. Solid Waste Management Fee

In 1989 the California State Legislature enacted Public Resources Code Sections 41900 thru 41902 to enable cities and/or counties to impose fees for costs incurred as a result of preparing, adopting, and implementing a Countywide Integrated Waste Management Plan. As a result of this action, the Board amended Chapter 20.88 of the Los Angeles County Code to increase the SWMF, which is used to fund the preparation, maintenance, and administration of the County's Integrated Waste Management Plan.

County Code Section 20.88.050 requires disposal sites, transfer/processing stations, and/or waste exporters operating in the County to remit \$1.50 per ton of solid waste received, collected, conveyed, or hauled during a calendar month. Additionally,

Section 20.88.050 requires inert waste landfills to pay \$0.52 per cubic yard of inert waste. Invoices are mailed monthly to the operators of these facilities. The operators complete the monthly invoices by indicating the tonnage/cubic yards for the month and calculating the payment amount. The SWMF is remitted directly to Public Works.

There are currently over 90 solid waste facilities within Los Angeles County, which include landfills, transformation facilities, and transfer/processing stations. Also, there are currently 136 County-permitted waste haulers operating in this County.

2. Franchise Fee

The County's unincorporated area encompasses more than 2,600 square miles with a population of approximately one million. The area is composed of approximately 137 communities with individual characteristics and needs. Waste collection service in the County unincorporated areas was provided through an open-market system in which residents directly arrange for services with the waste hauler. However, this open-market system has been unable to meet the needs of area residents and lacks the structure needed to assist the County in meeting the waste reduction mandate issued by the State.

In 2006 the Board approved a Franchise Ordinance (Los Angeles County Code, Section 20.70), which provides the legal framework to implement a Countywide system designed to provide solid waste collection and recycling services to all residents and businesses. Under this system, the County has the authority to enter into franchise agreements between one or more waste haulers to provide trash collection services in various service areas in the County's unincorporated area.

Commercial Waste Collection Franchise:

The Commercial Waste Collection Franchise System is a nonexclusive system where an agreement is awarded to waste haulers to provide nonexclusive trash collection services for business and multifamily property owners and customers who utilize dumpsters and roll-off services throughout the unincorporated areas of Los Angeles County. There are currently 39 commercial franchisees providing services within the unincorporated areas of Los Angeles County.

Residential Waste Collection Franchise:

The Residential Waste Collection Franchise System is an exclusive system where an agreement is awarded to a waste hauler to provide trash collection and recycling services to all single-family residences and

duplexes who utilize cart services within specific unincorporated communities, excluding the Garbage Disposal Districts (GDDs). There are currently 21 residential franchise agreements for servicing various unincorporated areas within Los Angeles County.

Franchise Fees

Under these agreements, the hauler or franchisee must remit a percentage of the gross receipts collected in the franchise service area to the County on a monthly basis. The franchisee must pay a franchise fee to the County in an amount determined by the Board of Supervisors. The amount will be a percentage of the monthly gross receipts of the franchise arising from the use, operation, or possession of the franchise.

3. Franchise Disposal Tonnage

In 1989 Assembly Bill (AB) 939, known as the California Integrated Waste Management Act, was passed because of the increase in waste stream and the decrease in landfill capacity. This bill mandates a reduction of waste being disposed and requires jurisdictions to meet certain diversion goals.

To assist the County with the compliance of Federal and State laws and regulations governing solid waste management, including the mandates of the California Integrated Waste Management Act of 1989, as amended, the residential franchise system was formed and a three-cart system was developed. This three-cart system enables the residents to sort their trash, thereby reducing the residual waste that goes to the landfills.

To meet the County's mandatory waste diversion requirements under the California Integrated Waste Management Act of 1989, and to comply with the State's mandatory commercial recycling law of 2011, AB 341, which requires certain business to recycle, the County's Commercial Waste Franchise system was implemented in July 2012.

In order to determine the success of the residential and commercial franchise systems in terms of diversion, franchisees are required, pursuant to their franchise agreements, to submit on a monthly basis the following information:

- Respective total quantities of refuse (in tons), recyclables (in tons), and any green waste (in tons or, if not weighed at the Solid Waste Facility where it is delivered, in cubic yards); abandoned waste (in tons or measure approved by the Director of Public Works) collected by the franchisee.

- Materials recovered from those recyclables, abandoned waste (such as covered electronic devices or e-waste), and residual refuse remaining after processing recyclables.
- Final destination of that refuse.
- Where franchisee delivered those recyclables.

C. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Work Location

The majority of the work locations will be within Los Angeles County and shall require the Contractor to visit specified franchisees, disposal sites, transfer/processing stations, and/or waste exporter operations to conduct the verification as specified by the County. There may be a few occasions when the Contractor may need to visit an operator/franchisee outside Los Angeles County. Some operators/franchisees may be conducting business within the County, their offices are located in adjacent counties, such as Kern County, Orange County, Riverside County, San Bernardino County, and Ventura County. There may also be occasions when the Contractor may need to visit an operator/franchisee on Catalina Island.

The Contractor shall travel to all work locations which includes, but is not limited to, those listed in Exhibit G, Facility Lists.

The County will not provide transportation to and from these work locations. The County will not pay the Contractor's personnel for travel time to and from work locations.

E. Work Overview

1. Solid Waste Management Fee Verification

The Contractor shall review and verify the accuracy of the SWMF invoices and applicable fees remitted to the County on a monthly basis by disposal sites, transformation facilities, transfer/processing stations, and/or waste exporters operating in the County. The purpose of this verification is to determine the accuracy and timely remittance of the SWMF paid to the County and to identify possible underpayment or overpayment, if any.

This verification shall include, but is not limited to, a review of the monthly invoices, weight tickets, and method used by the operators of these facilities to calculate said fees as outlined and in accordance with the County Ordinance (Los Angeles County Code, Section 20.88). The Contractor shall also review and verify the operator's tonnage records against the Los Angeles County's Solid Waste Information Management System (SWIMS) tonnage reports. The SWIMS tonnage reports will be provided by the Contract Manager.

The typical review period is three years. However, the review period may vary and shall be determined at the sole discretion of the Contract Manager. The County expects to conduct up to three SWMF verifications per month.

2. Residential Waste Collection Franchise Fee and Disposal Tonnage Verifications

The Contractor shall review and verify the accuracy of the franchise fee and tonnage reports that were remitted to the County on a monthly basis by the various residential franchisees. The purpose of this verification is to determine the accuracy and timely remittance of the franchise fee paid to the County and to identify possible underpayment or overpayment, if any.

Additionally, the verification shall include, but is not limited to, a comprehensive review of the method used by the franchisee to track solid waste data and to report these figures to the County, landfill, and transfer/processing station, and/or the State. The Contractor shall review and verify the accuracy of monthly disposal tonnage reports submitted to the County by the various franchisees. The Contractor shall also review and verify the franchisee's tonnage records against the County's SWIMS tonnage reports. The SWIMS tonnage reports will be provided by the Contract Manager.

The review period will vary and shall be determined at the sole discretion of the Contract Manager. The maximum review period shall not exceed the term of each franchise agreement, which range from seven to ten years. The County expects to conduct about one Residential Waste Collection Franchise Fee and Disposal Tonnage verification per month.

3. Commercial Waste Collection Franchise Fee and Disposal Tonnage Verifications

The Contractor shall review and verify the accuracy of the franchise fee and tonnage reports that were remitted to the County on a monthly basis by the various commercial waste franchisees. The purpose of this

verification is to determine the accuracy and timely remittance of fees paid to the County, to identify possible underpayments or overpayments, if any, and to confirm that franchisees accurately identified and reported all customers served in the unincorporated areas of Los Angeles County.

This verification shall include, but is not limited to, a comprehensive review of the methods used by the franchisee (waste hauler) to track Commercial Franchise customers and the monthly gross receipts of the franchisee arising from the customer service agreement and use, operation, or possession of the franchise. Additionally, the Contractor shall methodically review tonnage records, weight tickets, monthly billing statements, monthly gross receipts, monthly invoices, complete customer lists, customer account/billing statement, route maps, customer subscription order to determine the timeliness of franchise fee remittances, and the accuracy of fees paid. The Contractor shall also review and verify the franchise's tonnage records against the County's SWIMS tonnage reports. The SWIMS tonnage reports will be provided by the Contract Manager.

The review period will vary and shall be determined at the sole discretion of the Contract Manager. The County expects to conduct up to two Commercial Waste Collection Franchise Fee verifications per month.

4. Work Plan

The Work Plan shall reflect completion of all work under this Contract within the specified time and in accordance with work requirements in this Contract. During the kick-off meeting, the Contract Manager may request revisions to the Work Plan to fully reflect all work under this Contract. The Contractor shall revise the Work Plan submitted in its proposal at no additional cost to the County. The Contract Manager will review and approve the revised Work Plan prior to commencement of any work. Any adjustments to the Work Plan shall be preapproved by the Contract Manager. The Contractor shall conduct the first verification after the approval of the Work Plan. The Contractor shall execute the work in accordance with the Work Plan approved by the Contract Manager.

F. Work Descriptions

1. Task 1: Work Location Visit, Data Collection, Analysis, and Review

As a part of this Task, the Contractor shall:

- a. Contact the operators/franchises, after the County has notified the operator/franchisee and the Contractor of the proposed visit date and verification's review period to confirm the visit date and location

of the verification. If the operator/franchisee cannot meet on the proposed date, or if the operator/franchisee needs more time to compile the required documents, the Contractor shall coordinate with the Contract Manager and the operator/franchisee to schedule another visit date. The Contractor shall be notified of the revised visit date at least two week prior to the visit date.

- 1) The Contractor will be notified with a letter from the Environmental Programs Division. See Exhibit H, Sample Letters, for examples.

Once the visit date and location of the verification have been finalized, the Contractor shall send an electronic meeting invite for the visit to the Contract Manager and the operator/franchisee.

The Contractor shall notify the Contract Manager regarding any noncooperating operators/franchisees.

- b. Prior to the scheduled visit, the Contractor shall inform the operator/franchisee of the documentation that is to be available for review at the confirmed date and location. The documentation shall cover the entire verification's review period. The documentation should include at a minimum:

- 1) Solid Waste Management Fee
 - i. Monthly tonnage summary reports showing the total inbound and outbound tonnage.
 - ii. Solid Waste Management Fee invoices.
 - iii. Daily tickets/invoices for the Contractor's randomly selected days. The Contractor will randomly select nine months from the review period and randomly select two work days from each of these nine months for a total of 18 days' worth of records.
 - iv. Recycled material documentation with information on where material was taken to, and documentation on solid waste tonnage taken outside Los Angeles County.
 - v. Any other documents stated in the County's notification letter

- 2) Residential Franchise Fee and Disposal Tonnage

- i. Monthly customers list containing all of the following:
 - Current accounts.
 - Closed accounts with reason for being closed
 - Account numbers.

- Names associated with each account Customer addresses.
 - Payments received itemized into basic service fees, additional service fees, late fees, etc.
 - Customer lists shall not be shared or released without written approval from Contract Manager. Refer to Exhibit B, Section 2.H, Confidentiality.
- ii. Monthly revenue statements
 - iii. Truck routes and schedule
 - iv. Weight tickets
 - v. Monthly disposal quantity reports for the franchise area services provided in the unincorporated area(s) showing total of solid waste, organic waste, electronic waste, and recycled material received with commodity breakdown and showing waste material destinations inside and outside of Los Angeles County.
 - vi. Any other documents stated in the County's notification letter.
- 3) Commercial Franchise Fee and Disposal Tonnage
- i. Monthly customer lists (current accounts and closed accounts with date closed) of all customers in Los Angeles County and Los Angeles County unincorporated areas.
 - Customer lists shall not be shared or released without written approval from Contract Manager. Refer to Exhibit B, Section 2.H, Confidentiality.
 - ii. List of all service areas include communities and cities in Los Angeles County where trash collection services are being provided.
 - iii. Monthly billing statements for the services provided in the Los Angeles County unincorporated area(s), including all fees, charges, and other compensation received directly or indirectly.
 - iv. Monthly gross payments received from customers in the Los Angeles County unincorporated area(s).
 - v. Monthly disposal quantity reports for the services provided in the unincorporated area(s) showing total of solid waste, organic waste, electronic waste, and recycled material received with commodity breakdown and showing waste material destinations inside and outside of Los Angeles County.
 - vi. Truck route maps.

- vii. Billing invoices for service rendered to customers Customer subscription order.
 - viii. Any other documents stated in the County's notification letter.
- c. Travel to the operator/franchisee's work location. The Contractor's personnel shall not be paid for travel time to and from the operator/franchisee's work location. All travel costs are included in the rates in PW-2, Schedule of Prices.
- d. Interview the operator/franchisees staff to gain an understanding of its operations and their internal tracking procedures.
- e. Verify that the operator/franchisee has provided all required documents and records necessary for verification. Contact the operator/franchisee to transmit any missing information.
- f. Provide the Contract Manager with one set of paper copies and electronic copies of the required documents. The required documents are listed in the Section F.1.b, of this Scope of Work.
 - 1) Any paper and electronic copies prepared by the Contractor under this Contract shall become the property of the County. Refer to this Exhibit's Section I, Ownership and Format, for more information.
- g. Review the operator/franchisee's records and work with operator/franchisee to clarify any inconsistencies in the Contractor's calculated values and the values submitted by the operator/franchisee.

The review will include:

- 1) Solid Waste Management Fee

The Contractor shall review daily and monthly tonnage reports records to ensure they are properly supported by invoices, disposal weight tickets, recycling invoices, or appropriate source documents for the specified verification period.

Review at least 14 of the randomly selected 18 dates' weight tickets/invoices. If there are any discrepancies, such as missing invoices or the sum of the day's weights tickets not being the same as the day's totals listed in the monthly reports, with two or more of the randomly selected days, the

Contractor shall review the tickets for all the selected 18 dates' weight tickets.

Review the remittance statements and the SWIMS tonnage reports provided by the Contract Manager and compare them against the monthly tonnage summary reports showing in-bound and out-bound solid waste tonnages provided by the waste hauler enterprise, disposal site, transformation facility, or transfer/processing facility. This comparison is to ensure the facilities reported accurate tonnage/cubic yards, and to ensure the fees were calculated correctly during the period reviewed.

2) Residential Franchise Fee and Disposal Tonnage

The Contractor shall review customer lists (current and closed accounts) for all unincorporated customers in Los Angeles County, review monthly billing statements for services provided in the Los Angeles County unincorporated area(s), including all fees, charges, and other compensation received, verify service address, service levels, route maps and schedules to support allocation if the originating receipt falls within the franchise area boundaries and to determine the timeliness of franchise fee remittances, and the accuracy of fees paid.

Review the weight tickets and other related documents provided by the franchisee and compare them with the SWIMS monthly tonnage reports provide by the Contract Manager for accuracy.

3) Commercial Franchise Fee and Disposal Tonnage

The Contractor shall review the completeness of customer list, accuracy of customers addresses, monthly customer number, SWIMS monthly tonnage records provided by the Contract Manager, monthly invoices, weight tickets, monthly billing statements, monthly gross payments received, route maps, and customer subscription order to determine the timeliness of franchise fee remittances, and the accuracy of fees paid.

The Contractor shall also review records, documentation, and procedures used by the franchisee to quantify refuse, recyclables, and green waste collected, hauled, recycled, or disposed of by the franchisee.

2. Task 2: Findings Report

a. Minimum Findings Report Requirements

- 1) A summary of the findings from the work location visit based on the interview with operator/franchisee staff on their internal tracking procedures and operation.
- 2) A summary of the results after verifying the operator/franchise's records and identifying any underpayment or overpayment.
- 3) An Excel spreadsheet with the following columns:
 - i. The fees paid based on the remitted invoices.
 - ii. The fees based on the review of the operator/franchisee's records.
 - iii. The differences between the Contractor's figures and those reported by the operator/franchisee.
 - iv. The tonnages from the weight tickets/records provided by the operator/franchisee and the monthly tonnage forms submitted by the operator/franchisee on the SWMS with any discrepancies identified.
 - v. For only the SWMF verification.
 - The solid waste tonnages based on the remitted invoices and the solid waste tonnages based on the operator's records with any discrepancies identified.
 - vi. For only the Commercial Franchise Fee and Disposal Tonnage verifications.
 - Monthly billing statements and gross payments with any discrepancies identified.
 - Customer subscription order forms and customer monthly invoices with any discrepancies identified.

b. Due Dates

1) Draft Findings Report

The Contractor shall submit the draft Findings Report and supporting documents to the Contract Manager within 60 calendar days following the work location visit date.

2) Findings Report

The Contract Manager may request revisions upon their review and provide comments on the draft Findings Report.

Following receipt of the Contract Manager's revisions and comments on the draft Findings Report, the Contractor shall address the Contract Manager's revisions and comments, and submit the revised draft Findings Report to the Contract Manager within 14 calendar days. The revision and commenting process may need to be repeated several times before the Contract Manager approves the final Findings Report. Following the Contract Manager's approval of Findings Report, the Contractor shall submit the signed final Findings Report to the Contract Manager within 14 calendar days.

3) Time Extension

If necessary, the Contractor may request additional time to complete the Findings Report with a justification and the number of additional days required to complete the Report. The approval of the time extension shall be determined at the sole discretion of the Contract Manager.

3. Task 3 – As-Needed Status Update

The Contractor shall prepare and submit via e-mail an as-needed Status Update to the Contract Manager within seven calendar days following a written request by the Contract Manager. The Status Update shall be an Excel spreadsheet with the statuses of all pending and completed verifications.

4. Task 4 – Meetings

i. Kick-off Meeting

The Contractor's Contract Representative and the Contractor's staff performing the verifications shall attend a face-to-face "kick-off" meeting with the Contract Manager, Contacts, and other County staff at Public Works Headquarters to establish procedures for implementing this Scope of Work. The scope, objectives, and other aspects of this Scope of Work will be discussed in the Kick-off Meeting.

ii. As-Needed Meeting

Upon a written request from the Contract Manager or County Contacts, the Contractor shall attend a face-to-face meeting with the Contract Manager at Public Works Headquarters. The Contractor's Contract Representative and the

Contractor's staff performing the verifications shall attend such meetings. The length of the meetings is expected to be approximately two hours. However, regardless of the meeting length, the Contractor shall stay for the entire meeting. The Contractor shall be available to meet with the County during the Hours of Service, in accordance with Section J of this Scope of Work within one week of written request.

If the Contractor wants a face-to-face meeting with the Contract Manager or Contacts, the Contractor shall submit a written request with the meeting objectives to the Contract Manager at least two weeks prior to the requested meeting date. The Contractor shall wait for approval from the Contract Manager prior to scheduling the meeting.

The Contractor shall prepare and submit the meeting minutes to the Contract Manager within five business days following the meeting.

5. As-Needed Additional Work

The County reserves the right to determine if any additional work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor shall bill at the As-Needed Additional Work hourly rates in the Form PW-2, Schedule of Prices, for any as-needed services. The number of hours for any as-needed services will be determined by the Contract Manager and requires the Contract Manager's written approval.

a. Certified Public Accountant

Upon a written request from the Contract Manager, the Contractor will arrange for a Certified Public Accountant (CPA) to perform as-needed work such as reviewing the Findings Report and providing the CPA's signature to support the Contractor's findings. This additional as-needed service will be charged based on the CPA's hourly rate listed in the Form PW-2, Schedule of Prices. The CPA review will not be needed for the majority of the verifications.

b. Future Litigation

The Contractor shall assist County Counsel with any litigation matters that may arise from the verification and the findings submitted by the Contractor, if needed. This additional as-needed assistance will be charged based on the As-Needed Additional

Work hourly rates as Technical/Professional Staff and Support Staff
in the Form PW-2, Schedule of Prices.

G. Compensation

The amounts in the Form PW-2, Schedule of Prices, are a flat rate per verification regardless of the actual amount of time spent and shall not exceed the rates specified in Form PW-2 submitted by the Contractor. The Contractor understands and acknowledges that the actual amount of time spent on verifications will vary and simpler verifications will be more profitable than the complicated verifications.

1. Work Location Visit, Data Collection, Analysis, and Review

After the work location visit, data collection, analysis, and review is complete, and a draft Findings Report has been submitted to the Contract Manager, the County shall remit payment through the Contractor's monthly invoice.

2. Findings Report

Upon the Contract Manager's receipt of the signed final Findings Report, the County shall remit payment for the final Findings Report through the Contractor's monthly invoice.

If the Contractor encounters an extraordinary situation, such as having to redo a verification because all the records provided were inaccurate, the Contractor may submit a written request to the Contract Manager for additional compensation at the As-Needed Additional Work hourly rates in the Form PW-2, Schedule of Prices. The request shall include the following: a narrative identifying the extraordinary situation, projected time frame for completion, and the number of hours required to complete the verification. The request may be approved at the sole discretion of the Contract Manager. The Contractor understands and acknowledges that the verifications must be completed regardless of the outcome of the approval request for additional compensation.

H. Certified Public Accountant

The Contractor shall have access to a CPA with valid and active CPA certification with the California Board of Accountancy during the entire contract period.

I. Ownership and Format

All documents, reports, and other materials prepared by the Contractor under this Contract shall be delivered to Public Works and shall become the property of the

County. All legal rights and privileges of the verification process, in whole or in part, are retained by the County. Reports shall be submitted in the Microsoft Word format. Databases shall be submitted in Microsoft Excel format. Any fonts used in the materials (other than Arial, Courier, Calibri, and Times New Roman) shall be provided in TrueType format. All graphics, if any, shall be in electronic format, such as Adobe Illustrator, Adobe InDesign, or Adobe Photoshop file format. Images shall be maintained in an editable format with no constraints on County's ability to use the materials. All reports and other documentation shall be submitted to the County in an electronic format, such as Microsoft Word, Microsoft Excel, or Portable Document Format (PDF) file formats. In addition to electronic copies, one set of paper copies of the required documents listed in Section F.1.b of this Scope of Work shall be provided to the Contract Manager.

Refer to Exhibit B, Section 13, Proprietary Considerations, for more information.

J. Hours and Days of Service

The Contractor's hours of services shall primarily be 8 a.m. to 5 p.m., Monday through Friday except holidays observed by the County of Los Angeles, listed in this Exhibit A, Scope of Work, Section K. Work hours may be altered, when necessary, with the approval of the Director of Public Works.

K. Responsiveness to County

The Contractor shall return telephone calls and e-mails from the Contract Manager and contacts no later than three County business days unless the telephone call or e-mail is denoted as urgent by the Contract Manager or Contacts where in which the Contractor shall respond to the Contract Manager and/or Contacts no later than the next County business day. The Contractor shall respond to written correspondence from the Contract Manager and/or Contacts within five business days upon receipt. A County business day is Monday to Thursday, 7 a.m. to 5:30 p.m., except holidays observed by the County of Los Angeles. If the Contractor cannot attend or expects to be late to a scheduled meeting or work location visit, the Contractor shall inform the Contract Manager as early as possible or at least two hours prior to the scheduled meeting or work location visit.

The holidays observed by the County of Los Angeles are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

L. Utilities

The County will not provide utilities for the Contractor.

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Special Safety Requirements

In the performance of this Contract, the Contractor shall exercise precautions for the protection of persons (including employees) and property. The Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide all safety devices, safeguards, protective equipment, and take any other necessary actions on its own violation, or as Public Works may determine reasonably necessary, to protect property in connection with the performance of the work covered by this Contract. The Contractor's personnel shall observe all applicable Cal/OSHA regulations while at any demonstration facility or other County jobsite. Suitable clothing, hats, gloves, and shoes that meet Cal/OSHA requirements are required, if determined to be necessary.

O. Responsibilities of the Contractor

1. Contractor must have a minimum of three years of experience providing fee verification services similar or same as described in this Scope of Work.
2. Contractor shall have access to a CPA licensed by the California Board of Accountancy.
3. This Contract's CPA must have a minimum of two years of experience providing fee verification services similar or same as described in this Scope of Work.
4. The Contractor shall provide a Contract Representative (CR) who is a full-time employee of the Contractor. The CR shall provide the overall management and coordination of this Contract and act as the central contact for Public Works. The CR shall have the full authority to act for the Contractor on all Contract matters relating to the daily operation, including answering questions, responding to emergencies, and approving reports. The Contractor shall notify the Contract Manager in writing when there is a change in its CR.
5. The use of Subcontractors is prohibited in this Contract with the exception of the services of a CPA.

P. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

Q. Liquidated Damages

1. In any case of that the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
 - d. The parties are not under any compulsion to Contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by

agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.

- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day for each incident that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance and impose deductions as stated therein.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegatee or assignee on any

claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to

Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all

such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered

employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such

party (such events are referred to in this subparagraph as "force majeure events").

2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope

addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Architectural Engineering Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted

in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's or Subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice or other agency or entity acceptable to County to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information.

II. Subcontracting

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract

without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Architectural Engineering Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy

Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense

(including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Architectural Engineering Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf

of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each

Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability: insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability: insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability: insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
4. Professional Liability/Errors and Omissions: insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than two years following this Agreement's expiration, termination, or cancellation.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing Contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so,

the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately

implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a Contract award.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 12

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference (DVBE) Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - a. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Public Works of this information prior to responding to a solicitation or accepting a Contract award.

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses,

rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor shall defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2014)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

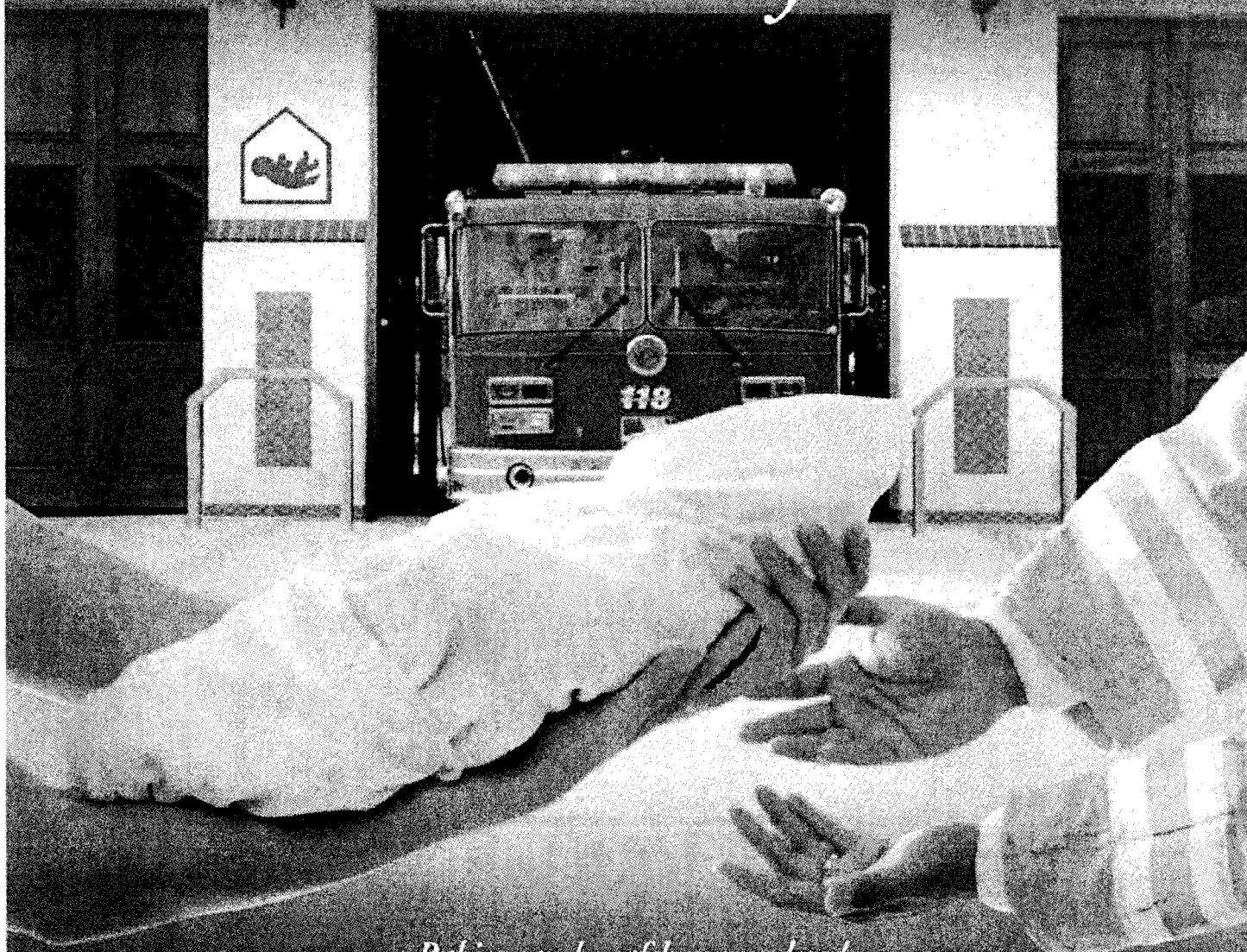
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeLA.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

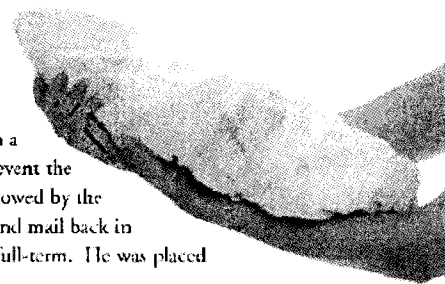
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

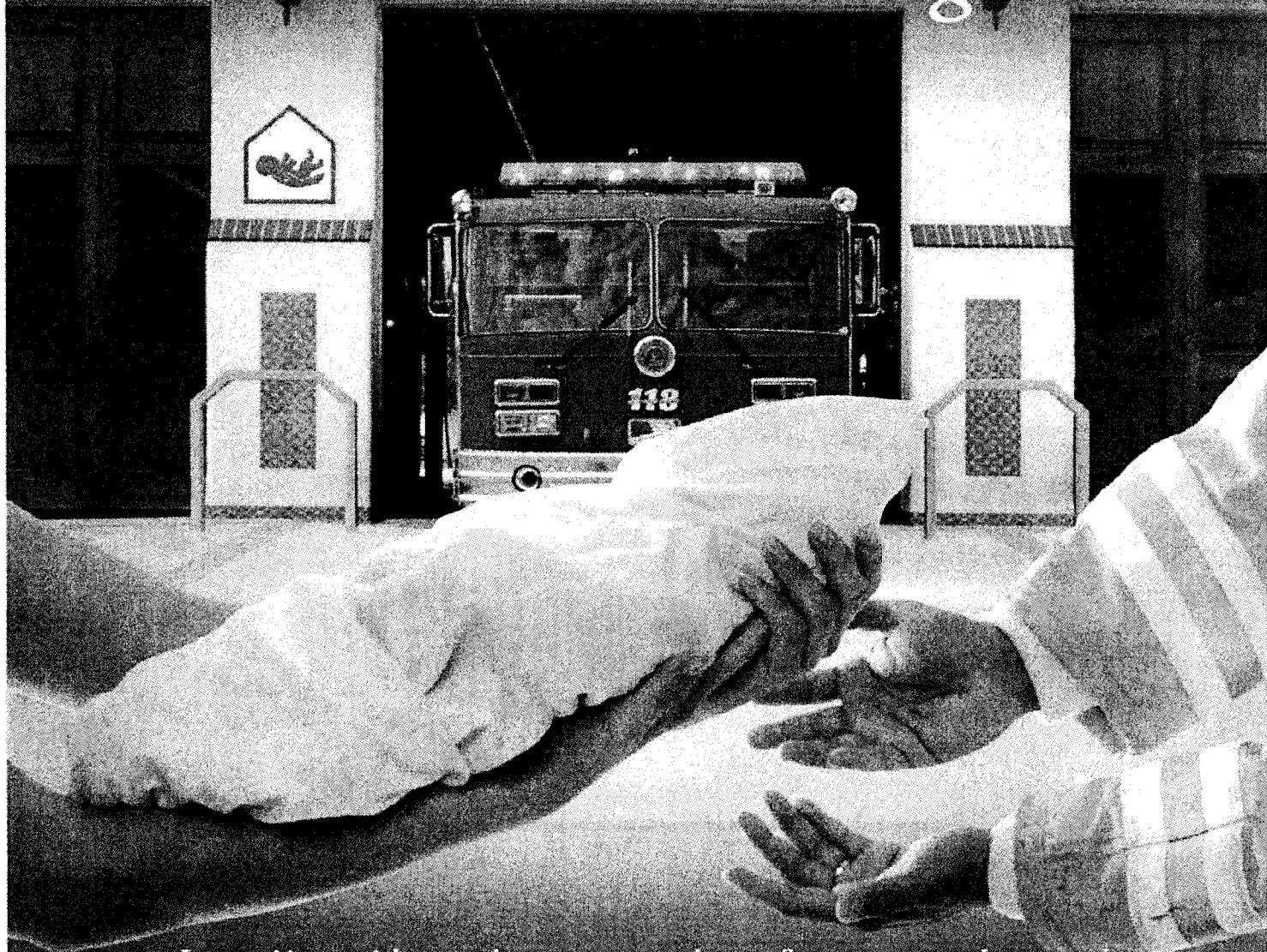
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

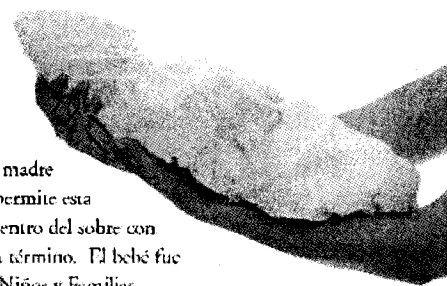
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
3. A purchase made through a State or Federal contract;
4. A contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Draft Findings Report	Submitted to the Contract Manager within 60 calendar days after the work location visit date.	\$100 per business day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Findings Report	Following receipt of the Contract Manager's revisions and comments on the draft Findings Report, the Contractor shall address the Contract	\$100 per business day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	<p>Manager's revisions and comments, and submit the revised draft Findings Report to the Contract Manager within 14 calendar days.</p> <p>Following the Contract Manager's approval of Findings Report, the Contractor submit the signed final Findings Report to the Contract Manager within 14 calendar days.</p>			
3. Status Update	Submitted to the Contract Manager within 7 calendar days following written request from Contract Manager	\$100 per business day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Report Accuracy	Reports submitted to the Contract Manager must not contain any numeric data entry or mathematical error that impacts the total fees remitted to the County	\$100 per numeric data entry or mathematical error beyond the third error for each report	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. CONTRACTOR				
1. Responsiveness to the County	Respond to County phone calls, emails, and written correspondences within the time frame outlined in Section L of the Scope of Work.	\$100 per day that Contractor fails to respond to County communication beyond the first occurrence for any calendar month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Meetings	Attend meeting with the Contract Manager or Contacts in accordance with Section F Task 4 of the Scope of Work.	\$500 per occurrence that Contractor fails to attend a meeting with the County beyond the first occurrence for any contract year	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Work Location Visit	Attend scheduled Work Location Visit on scheduled date and time in accordance with Section D of the Scope of Work.	\$500 per occurrence that Contractor fails to attend Work Location Visit beyond the first occurrence for any contract year.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	Justice to include State and local-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.			
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
F. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

FACILITIES LISTS

WASTE HAULERS FACILITIES INFORMATION (By Alphabetical Order)			
Waste Hauler	SWIS No.	Mailing Address	Facility Address
A & B Disposal Serv.	19-AS-0054	821 S. 4th Avenue La Puente, CA 91746-2826	2360 Durfee Ave. El Monte, CA 91732
A M Disposal	19-AS-0356	P.O. Box 675 Montebello, CA 90640-0675	4725 Durfee Avenue Pico Rivera, CA 90660
AAA Rubbish Inc.	19-AS-0192	P.O. Box 2158 AVFD Bell Gardens, CA 90202-2158	6920 Foster Bridge Blvd. Bell Gardens, CA 90201
ACE Roll-Off Service	19-AS-0038	22022 Moneta Ave Carson, CA 90745-2813	22022 Moneta Ave Carson, CA 90745
Adivari Inc.	19-AS-0039	P.O. Box 1289 Wilmington, CA 90748-1289	1733 E Robidoux Street Los Angeles, CA 90744
American Reclamation Inc.	19-AS-0446	4560 Doran Street Los Angeles, CA 90039-1006	4560 Doran Street Los Angeles, CA 90039-1006
Ancon Env. Service Inc.	19-AS-0041	18518 Susana Road Rancho Dominguez, CA 90221	18518 Susana Road Rancho Dominguez, CA 90221
Anderson Rubbish Disposal	19-AS-0514	4590 Industrial Street Simi Valley, CA 93063-3467	4590 Industrial Street Simi Valley, CA 93063-3467
Apex Waste Systems, Inc.	19-AS-0562	2400 East 70th Street Long Beach, CA 90805	2400 East 70th Street Long Beach, CA 90805
Arakelian Enterprises, Inc.	19-AS-0091	P.O. Box 60009 City of Industry, CA 91716	15045 Salt Lake Avenue City of Industry CA 91746
Arrow Disp. Services Inc	19-AS-0087	P.O. Box 2917 La Puente, CA 91746-0917	14330 E. Valley Bl #B La Puente, CA 91746
Athens Disposal Services	19-AS-0557	P.O. Box 60009 City of Industry, CA 91716	12221 N. Lopez Cyn. Rd. Sylmar, CA 91342
Atlas Consolidated Serv.	19-AS-0128	1131 N. Blue Gum Street Anaheim, CA 92806	9200 Glenoaks Blvd. Sun Valley, CA 91352
Azteca Rubbish Control	19-AS-0025	1768 E 43rd St Los Angeles, CA 90058	1768 E 43rd Street Los Angeles, CA 90058
Bay West Refuse Rem. Serv.	19-AS-0016	P.O. Box 25119 Los Angeles, CA 90025	2529 S. Santa Fe Avenue Vernon, CA 90058
Benny's Disposal Service, Inc.	19-AS-0630	1532 Fishburn Ave. Los Angeles, CA 90063	1532 Fishburn Ave. Los Angeles, CA 90063
Benz Sanitation Inc.	19-AS-0484	P.O Box 1750 Tehachapi, CA 93581	416 N. Dennison Road Tehachapi, CA 93561
Beverly Hills Dept. of Pub. Works	19-AS-0444	345 Foothill Road Beverly Hills, CA 90210-3713	9355 W Third Street Beverly Hills, CA 90210
BG's Big Box Serv.	19-AS-0413	12087-50 Lopez Cyn. Road Sylmar, CA 91342	12087-50 Lopez Cyn. Rd Sylmar, CA 91342
BinsBinsBins, Inc.	19-AS-0607	PO Box 1088 Sun Valley, CA 91353	11835 Sheldon St. Sun Valley, CA 91352
Burbank Public Works	19-AS-0371	124 S Lake Street Burbank, CA 91510	124 S Lake Street Burbank, CA 91510

FACILITIES LISTS

EXHIBIT G

WASTE HAULERS FACILITIES INFORMATION (By Alphabetical Order)

Waste Hauler	SWIS No.	Mailing Address	Facility Address
Burrtec Waste Industries, INC.	19-AS-0535	9890 Cherry Avenue Fontana, CA 92335	26000 Springbrook Ave Saugus, CA 91350
Burrtec Waste Industries, INC.	19-AS-0537	9890 Cherry Avenue Fontana, CA 92335	1250 E. Holt Avenue Pomona, CA 91767
Burrtec Waste Industries, INC.	19-AS-0587	9890 Cherry Avenue Fontana, CA 92335	9890 Cherry Avenue Fontana, CA 92335
Burtec Waste Services	19-AS-0490	9400 Cherry Avenue, Bldg. C Fontana, CA 92335	9400 Cherry Avenue, Bldg. C Fontana, CA 92335
Burtec Waste Services, LLC	19-AS-0553	9890 Cherry Avenue Fontana, CA 92335	1017 W. Gladstone Street Azusa, CA 91702
California Waste Services, LLC	19-AS-0513	621 W 152nd Street Gardena, CA 90247-2732	621 W 152nd Street Gardena, CA 90247-2732
Calsan Inc/Metropolitan Waste Calmet Services	19-AS-0520	P.O. Box 2137 Paramount, CA 90723	7202 Petterson Lane Paramount, CA 90732
Canyon Rubbish Disposal Company	19-AS-0501	P.O. Box 341244 Arleta, CA 91334-1244	13177 W Van Nuys Blvd. Pacoima, CA 91331
Canyon Rubbish Disposal Company	19-AS-0538	P.O. Box 341244 Arleta, CA 91334-1244	9871 San Fernando Road Pacoima, CA 91331
City of Culver City	19-AS-0367	9255 W. Jefferson Blvd. Culver City, CA 90232	9815 W. Jefferson Blvd. Culver City, CA 90232
City of Industry, Co. Inc.	19-AS-0060	17445 E. Railroad Street Industry, CA 91748	17445 E. Railroad Street Industry, CA 91748
City of Pomona Solid Waste Division - Waste Hauler	19-AS-0079	505 S Garey Avenue Pomona, CA 91766-3320	636 W. Monterey Avenue Pomona, CA 91768
City of Santa Monica	19-AS-0365	2500 Michigan Avenue Santa Monica, CA 90404	2500 Michigan Avenue Santa Monica, CA 90404
City of Whittier	19-AS-0362	Whittier City Hall 13230 Penn Street, Whittier, CA 90602	12016 Hadley Street Whittier, CA 90601-3910
Claremont Department of Community Services	19-AS-0063	1616 Monte Vista Ave Claremont, CA 91711	1616 Monte Vista Ave Claremont, CA 91711
Cleanup America, Inc.	19-AS-0629	P.O. Box 23315 Los Angeles, CA 90023	2900 East Lugo St., Los Angeles, CA 90023
Commercial Waste Services, Inc.	19-AS-0523	P.O. Box 820 Montebello, CA 90640	1530 Date Street Montebello, CA 90640
Consolidated Disp. LLC Rep Serv.	19-AS-0265	1131 N. Blue Gum Street Anaheim, CA 92806	2531 E. 67th Street Long Beach, CA 90805
Consolidated Disp. Serv. LLC-Rep. Ser.	19-AS-0510	1131 N. Blue Gum Street Anaheim, CA 92806	14905 S. San Pedro St. Gardena, CA 90248
Cordova Construction Services, Inc.	19-AS-0550	P.O. Box 923250 Sylmar, CA 91392-3250	12506 Montague Street Pacoima, CA 91331

FACILITIES LISTS

WASTE HAULERS
FACILITIES INFORMATION
 (By Alphabetical Order)

Waste Hauler	SWIS No.	Mailing Address	Facility Address
CR & R, Inc._Pinon Hills	19-AS-0095	P.O. Box 290309 Phelan, CA 92329	9828 Buckwheat Road Pinon Hills, CA 92371
C R & R, Inc._Santa Fe Springs	19-AS-0528	12739 Lakeland Road Santa Fe Springs, CA 90670	12739 Lakeland Road Santa Fe Springs, CA 90670
D'Angelus Disposal	19-AS-0518	P.O. Box 1727 Montebello, CA 90640-7727	140 E. Whittier Blvd Montebello, CA 90640
Direct Disposal Inc.	19-AS-0540	5901 Warner Ave PMB 229 Huntington Beach, CA 92649-4659	3720 Noakes Street Los Angeles, CA 90023
Frank's Disposal	19-AS-0066	P.O. Box 4271 Sunland, CA 91041	7214 Scot Avenue Bell Gardens, CA 90201
G & B Rubbish Serv.	19-AS-0233	P.O. Box 1026 Montebello, CA 90640-1026	904 S Vail Avenue Montebello, CA 90640
G I Industries	19-AS-0120	P.O. Box 940430 Simi Valley, CA 93094-0430	195 W. Los Angeles Avenue Simi Valley, CA 93094
City of Glendale Intergrated Waste Mgt.	19-AS-0375	548 W Chevy Chase Drive Glendale, CA 91204	548 W Chevy Chase Drive Glendale, CA 91204
Goodwill Disposal Co., Inc.	19-AS-0212	4743 E. Olympic Blvd Los Angeles, CA 90022	4743 E. Olympic Blvd Los Angeles, CA 90022
Haul-Away Rubbish	19-AS-0254	1205 Date Street Montebello, CA 90640	1205 Date Street Montebello, CA 90640
Heritage Disposal Inc.	19-AS-0414	704 S Date Avenue Alhambra, CA 91803	704 S Date Avenue Alhambra, CA 91803
Interior Removal Specialist Inc.	19-AS-0534	8990 Atlantic Ave., South Gate, CA 90280	9309 Rayo Avenue South Gate, CA 90280
I-V Disposal Roll Off Service	19-AS-0536	2141 Scott Avenue Palmdale, CA 93550	8520 E Ave S-8 Littlerock, CA 93543
JJK Roll Off	19-AS--0481	1617 W. Sepulveda Blvd. #3 Torrance, CA 90501-5169	1914 169th Street, Gardena, CA 90247
Key Disposal Inc.	19-AS-0257	P.O. Box 459 Montebello, Ca 90640-6022	1141 S. Taylor Montebello, CA 90640
Looney Bins, Inc. Aka USA Waste of California	19-AS-0482	9081 Tujunga Avenue Sun Valley, CA 91352	2424 E. Olympic Blvd, Bldg 3 Los Angeles, CA 90021
Metropolis Disposal Inc.	19-AS-0509	7740 Burnet Avenue Van Nuys, CA 91405	7740 Burnet Avenue Van Nuys, CA 91405
Mountainside Disposal Inc.	19-AS-0464	8665 S Union Avenue Bakersfield, CA 93307-6035	8665 S Union Avenue Bakersfield, CA 93307
Murk Bros Disp.	19-AS-0460	P.O Box 9651 Brea, CA 92822-9651	5440 Van Norman Pico Rivera, CA 90660

FACILITIES LISTS

WASTE HAULERS
FACILITIES INFORMATION
 (By Alphabetical Order)

Waste Hauler	SWIS No.	Mailing Address	Facility Address
Nasa Serv. Inc.	19-AS-0182	1100 S Maple Ave. Montebello, CA 90640	1701 Gage Road Montebello, CA 90640
New Green Day LLC	19-AS-0489	P.O. Box 72147 Los Angeles, CA 90002	1710 E. 111th Street Los Angeles, CA 90059
Pacific Coast Waste & Recycling LLC	19-AS-0584	1105 S. Alameda Street Compton, CA 90220	1105 S. Alameda Street Compton, CA 90220
Pasadena Dept of Public Works	19-AS-0448	P. O. Box 7115 Pasadena, CA 91109-9866	233 W. Mountain Street Pasadena, CA 91103
Patriot Waste Services, Inc.	19-AS-0560	P.O. Box 145 Montebello, CA 90640	3041 Vail Avenue Commerce, CA 90040
Perez Disposal Co., Inc.	19-AS-0467	12000 Blucher Avenue Granada Hills, CA 91344	12000 Blucher Avenue Granada Hills, CA 91344
R Big Continental (AKA RJL RENT-A-BIN)	19-AS-0115	P.O. Box 4822 Chatsworth, CA 91313-4822	10555 Vassar Avenue Chatsworth, CA 91311
Rancho Disposal Service	19-AS-0082	9890 Cherry Avenue Fontana, CA 92335	9820 Cherry Avenue Fontana, CA 92335
Randfam Inc/Rent-A-Bin	19-AS-0133	P.O. Box 4463 Chatsworth, CA 91313-4463	9643 Cozycroft Avenue Chatsworth, CA 91311
RDS-Rivas Disposal Services	19-AS-0516	P.O. Box 48-0086 Gardena, CA 90248	15601 S. Atlantic Ave. Compton, CA 90221
Recology Los Angeles	19-AS-0101	9189 De Garmo Avenue Sun Valley Ca 91353	9147 De Garmo Avenue Sun Valley Ca 91353
Reduce Price Disposal	19-AS-0531	P.O. Box 15034 North Hollywood, CA 91615	36517 Quail Street Palmdale, CA 93552
Republic Services Anaheim		1131 N. Blue Gum Street Anaheim, CA 92806	1131 N. Blue Gum Street Anaheim, CA 92806
S & S Disposal Service	19-AS-0545	14445 Domart Avenue Norwalk, CA 90650	10127 S. Alameda Street Los Angeles, CA 90002
Segovia Roll Off, Inc.	19-AS-0579	P.O. Box 330027 Pacoima, CA 91333	20609 Placerita Cyn. Rd. Santa Clarita, CA 91321
Serv-West Disposal Co., Inc. AKA Olympic Disposal	19-AS-0218	116 Maynard Road Montebello, CA 90640	116 Maynard Road Montebello, CA 90640
Serv-Well Displ.Serv/A Rt-A-Bin	19-AS-0217	901 S Maple Avenue Montebello, CA 90640	901 S Maple Avenue Montebello, CA 90640
ShelterClean Services, Inc.	19-AS-0556	11065 Penrose Street Sun Valley, CA 91352	2475 Lemon Avenue Signal Hill, CA 90755
Southern California Disposal Co.	19-AS-0005	P.O. Box 25666 W Los Angeles, CA 90025-0666	2329 Delaware Avenue Santa Monica, CA 90404
Southern California Environmental Inc.	19-AS-0496	9151 Atlanta Ave., #5695 Huntington Beach,	13912 E. Valley Blvd La Puente, CA 91746
Southland Disposal Company	19-AS-0526	P.O. Box 86786 Los Angeles, CA 90086-0786	1525 Fishburn Avenue Los Angeles, CA 90063

FACILITIES LISTS

WASTE HAULERS

FACILITIES INFORMATION

(By Alphabetical Order)

Waste Hauler	SWIS No.	Mailing Address	Facility Address
Specialty Bin Rental	19-AS-0169	P.O. Box 58045 Vernon, CA 90058-0045	2460 E 24th Street Los Angeles, CA 90058
City of Torrance DPW, Street Maintenance WH Waste Hauler (City of Torrance)	19-AS-0382	20500 Madrona Avenue Torrance, CA 90503	20500 Madrona Avenue Torrance, CA 90503
United Pacific Waste	19-AS-0522	P.O. Box 908 Pico Rivera, CA 90660	4320 San Gabriel River Pkwy Pico Rivera, CA 90660
Universal Waste System Inc.	19-AS-0561	P.O. Box 3038 Whittier, CA 90605-3038	9016 Norwalk Blvd. Santa Fe Springs, CA 90670
Valley Vista Disposal Services	19-AS-0552	17445 E. Railroad Street City of Industry, CA 91748	17445 E. Railroad Street City of Industry, CA 91748
Van Disposal	19-AS-0419	632 N 7th Street Montebello, CA 90640-3537	632 N 7th Street Montebello, CA 90640-3537
Ware Disposal Co., Inc.	19-AS-0593	P.O. Box 8089 Newport Beach, CA 92658-8206	1451 Manhattan Avenue Fullerton, CA 92831-5221
Waste & Recycling Services	19-AS-0486	13714 Chestnut Street Whittier, CA 90605-1914	13714 Chestnut Street Whittier, CA 90605
Waste Management - LA Metro	19-AS-0037	9081 Tujunga Avenue Sun Valley, CA 91352	1970 E 213th St Long Beach, CA 90810
Waste Management of Lancaster - Waste Hauler	19-AS-0071	P.O. Box 4040 Palmdale, CA 93590-4040	1200 W City Ranch Road Palmdale, CA 93590
Waste Management/Blue Barrel	19-AS-0093	25772 Springbrook Avenue Saugus, CA 91350	25772 Springbrook Avenue Saugus, CA 91350
Waste Management-Compton	19-AS-0474	9081 Tujunga Avenue Sun Valley, CA 91352	407 E El Segundo Blvd Compton, CA 90222
Waste Mangmt of Sun Valley - Waste Hauler	19-AS-0072	9081 Tujunga Avenue Sun Valley, CA 91352	9081 Tujunga Avenue Sun Valley, CA 91352
Waste Mgmt./San Gabriel/Pomona	19-AS-0090	13940 E Live Oak Avenue Baldwin Park, CA 91706	13940 E Live Oak Avenue Baldwin Park, CA 91706
Waste Resources, Inc.	19-AS-0544	P.O. Box 2410 Gardena, CA 90247	9109 Miner Street Los Angeles, CA 90002
West Coast Waste Roll Off Service	19-AS-0530	3100 Puente Street Fullerton, CA 92835	14930 S. Main Street Gardena, CA 90248

TRANSLOADING SOLID WASTE THROUGH CLARTS

Athens Services	19-AS-0091	P.O. Box 60009 City of Industry, CA 91716	15045 Salt Lake Avenue City of Industry CA 91746
Commercial Waste Services, Inc.	19-AS-0650	P.O. Box 820 Montebello, CA 90640	1530 Date Street Montebello, CA 90640
Universal Waste System Inc.	19-AS-0561	P.O. Box 3038 Whittier, CA 90605-3038	9016 Norwalk Blvd. Santa Fe Springs, CA 90670

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
TRANSFER/PROCESSING STATIONS			
Active Recycling MRF and Transfer Station	19-AR-1250	2000 West Slauson Ave. Los Angeles, CA 90047	2000 West Slauson Ave. Los Angeles, CA 90047
Alabama Street Tree Yard	19-AA-0804	1149 S. Broadway, Suite 400 Los Angeles, CA 90015	7725 Alabama Ave Canoga Park, CA 91304
Alhambra Roll-Off Bin Trans. Stat	19-AA-0839	900 S. New Ave Alhambra, CA 91801	900 S. New Ave Alhambra, CA 91801
Allan Company Baldwin Park	19-AA-1110	14620 Joanbridge Street Baldwin Park, CA 91706	14618 Arrow Highway Baldwin Park, CA 91706
American Waste Transfer Station	19-AA-0001	1131 N. Blue Gum Street Anaheim, CA 92806	1449 W. Rosecrans Ave Gardena, CA 90249
Angelus Western Paper Fibers Inc.	19-AR-1185	2474 Porter St Los Angeles, CA 90021	2474 Porter St Los Angeles, CA 90021
Athens Services	19-AA-0863	P.O. Box 60009 Industry, CA 91716-0009	14048 E. Valley Blvd Industry, CA 91746
Athens Sun Valley Mat. Rec. & TS	19-AR-5581	P.O. Box 60009 Industry, CA 91716	11121 Pendleton Street Sun Valley, CA 91353
Azteca Roll-Off	19-AR-0010	1768 E 43rd St Los Angeles, CA 90058	1768 E 43rd Street Los Angeles, CA 90058
Azusa Transfer and Material Recovery Facility	19-AA-1127	Azusa Land Reclamation, Inc. 9227 Tujunga Avenue Sun Valley, CA 91352	1501 West Gladstone Azusa, CA 91702
Bel Air District Yard	19-AA-0802	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	11165 Missouri Ave. West Los Angeles, CA 90025
Bel-Art Transfer Station	19-AK-0001	1131 N. Blue Gum Street Anaheim, CA 92806	2501 E. 68th St. Long Beach, CA 90805
Bradley Transfer Station	19-AR-1237	9081 Tujunga Ave. Sun Valley, Ca 91352	9227 Tujunga Ave. Sun Valley, CA 91352
Compton Recycling & T/F (Allied BFI - Compton)	19-AA-0048	1131 N. Blue Gum Street Anaheim, CA 92806-2408	2509 W Rosecrans Ave Compton, CA 90220
Cahuenga Pass Service Yard	19-AA-0803	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	2770 N. Cahuenga Blvd Los Angeles, CA 90068
California Waste Services, LLC.	19-AR-1225	621 W. 152nd Street Gardena, CA 90247	621 W. 152nd Street Gardena, CA 90247
Canoga Park Yard	19-AR-1212	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	7453 Canoga Avenue, Canoga Park, CA 90303

FACILITIES LISTS

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
Central District Yard	19-AA-0805	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	1274 West 2nd St Los Angeles, CA 90026
Central LA Recycling & Transfer Station	19-AR-1182	1149 South Broadway, 5th Fl. Los Angeles, CA 90015	2201 E. Washington Blvd. Los Angeles, CA 90021
Central LA Recycling & Transfer Station	19-AR-1182	1149 South Broadway, 5th Fl. Los Angeles, CA 90015	2201 E. Washington Blvd. Los Angeles, CA 90021
Clean Up America, Inc.	19-AR-1252	P.O. BOX 23315 Los Angeles, CA 90023	2900 E Lugo St Los Angeles, CA 90023
City Fibers - LA Plant No. 2	19-AR-1236	2500 S. Santa Fe Avenue Los Angeles, CA 90058	2545 East 25th St. Los Angeles, CA 91343
City Fibers - West Valley Plant	19-AR-1235	16714 Schoenborn St. Los Angeles, CA 91343	16714 Schoenborn St. Los Angeles, CA 91343
City of Inglewood Transf Stat	19-AA-0067	One Manchester Blvd. Inglewood, CA 90301	222 W. Beach Avenue Inglewood, CA 90303
City of Irwindale Manning Pit LF	19-AA-1080	5050 North Irwindale Avenue Irwindale, CA 91706-2133	5100 Allen Drive Irwindale, CA 91706-2133
City of Lancaster Maintenance Yard, MVTs	19-AA-1053	615 W Avenue H Lancaster, CA 93534	615 W Avenue H Lancaster, CA 93534
City of San Fernando Corp. Yard	19-AA-1058	117 Macneil Street San Fernando, CA 91340	501 First Street San Fernando, CA 91340
City of San Gabriel Public Works	19-AA-0004	425 S. Mission Drive San Gabriel, CA 91776	927 E. Grand Ave San Gabriel, CA 91776
City of Santa Monica Transfer Station	19-AA-0008	2500 Michigan Ave Santa Monica, CA 90404	2401 Delaware Avenue, Santa Monica, CA 90404
City of South Gate PW Dept. (Salt Lake Transfer Station)	19-AA-0837	4244 Santa Ana St South Gate, CA 90280	9599 Salt Lake Ave South Gate, CA 90280
City of Torrance City Services Facility	19-AA-1045	20500 Madrona Avenue Torrance, Ca 90503	20500 Madrona Avenue Torrance, CA 90503
City Terrace Transfer Station	19-AA-0859	1525 Fishburn Avenue Los Angeles, CA 90063	1525 Fishburn Avenue Los Angeles, CA 90063
Commerce Refuse-to-Energy Facility	19-AA-0506	1955 Workman Mill Rd Whittier, CA 90601-1415	5926 Sheila St Commerce, CA 90040
Community Recycling & Res. Rec.	19-AR-0303	9147 De Garmo Ave Sun Valley, CA 91352	9147 De Garmo Ave Sun Valley, CA 91352
Construction & Demolition Recycling	19-AA-1077	8990 Atlantic Avenue South Gate, CA 90280	9309 Rayo Avenue South Gate, CA 90280
Cordova Construction Services	19-AR-5587	12506 Montague St Pacoima, CA 91331	12506 Montague St Pacoima, CA 91331

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
Direct Disposal C&D Recycling	19-AR-1228	5901 Warner Avenue #229 Huntington Beach, CA 92649	3720 Noakes Street Los Angeles, CA 90023
Downey Area Recycling & Trans. Station (DART)	19-AA-0801	1955 Workman Mill Rd Whittier, CA 90601	9770 Washburn Rd Downey, CA 90241
Eagle Rock District Yard	19-AA-0806	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	2231 Fair Park Ave Los Angeles, CA 90041
East District Yard	19-AA-0816	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	452 N San Fernando Road Los Angeles, CA 90031
East LA Rec & Transf. Station	19-AA-0845	1131 N. Blue Gum Street Anaheim, CA 92806	1512 N. Bonnie Beach Pl. Los Angeles, CA 90063
EDCO Recycling and Transfer	19-AA-1112	224 S. Las Posas Road San Marcos, CA 92078	2755 California Avenue Signal Hill, CA 90755
Falcon Refuse Center, Inc. (Allied BFI - Falcon)	19-AR-0302	1131 N. Blue Gum Street Anaheim, CA 92806	3031 East "I" St Wilmington, CA 90744
Glendale Recycling Center	19-AA-1130	14620 Joanbridge St. Baldwin Park, CA 91706	540 W. Chevy Chase Dr. Glendale, CA 91204
Granada Hills District Yard	19-AA-0817	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	10210 Etiwanda Ave Northridge, CA 91325
Grand Central Recycling & Transfer Station, Inc.	19-AA-1042	999 Hatcher Ave. City of Industry, CA 91748-1016	999 Hatcher Ave. City of Industry, CA 91748-1016
Hollywood District Yard	19-AA-0807	1149 S. Broadway, Suite 400 Los Angeles, CA 90015	6640 Romaine St Los Angeles, CA 90038
Harbor Street Maint. District Yard	19-AR-1211	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	1400 N. Gaffey Street, San Pedro, CA 90731
Innovative Waste Control Inc.	19-DE-0001	1131 N. Blue Gum Street Anaheim, CA 92806	4133 Bandini Blvd Vernon, CA 90058
Lindley Avenue District Yard	19-AA-0808	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	6351 Lindley Ave Reseda, CA 91335
Looney Bins/Downtown Diversion	19-AR-1224	9081 Tujunga Ave Sun Valley, CA 91352	2424 East Olympic Blvd. Los Angeles, CA 90021
Looney Bins/East Valley Diversion	19-AR-1223	9081 Tujunga Ave Sun Valley, CA 91352	11616 Sheldon Street Sun Valley, CA 91352
Los Angeles Materials Recovery Facility	19-AR-1234	6625 Stanford Ave Los Angeles, CA 90001	6625 Stanford Ave Los Angeles, CA 90001
Mission Recycling/West Coast Recycling Services	19-AA-1107	101 W. Mission Blvd #110-297 Pomona, CA 91766-1711	1326 East 9th Street Pomona, CA 91766

FACILITIES LISTS

EXHIBIT G

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
Mission Recycling/West Coast Recycling Services	19-AA-1108	102 W. Mission Blvd #110-297 Pomona, CA 91766-1711	1341 E. Mission Blvd. Pomona, CA 91766
Mission Road Recycling & Tr. Sta	19-AR-1183	840 S Mission Road Los Angeles, CA 90023	840 S Mission Road Los Angeles, CA 90023
North Hollywood Yard	19-AA-0809	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	10811 Chandler Blvd North Hollywood, CA 91601
Norwalk Transfer Station	19-AI-0002	14150 Vine Place Cerritos, CA 90703	13780 E. Imperial Highway Santa Fe Springs, CA 90670
Palisades District Yard	19-AA-0810	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	1479 Stoner Ave West Los Angeles, CA 90025
Paramount Res. Recycling Inc.	19-AA-0840	PO Box 2137 Paramount, CA 90723	7230 Petterson Lane Paramount, CA 90723
Pico Rivera Materials Recovery Facility	19-AA-1105	8405 Loch Lomond Dr. Pico Rivera, CA 90660	8405 Loch Lomond Dr. Pico Rivera, CA 90660
Pomona Municipal Direct Transfer Facility	19-AA-1065	505 S Garey Avenue Pomona, CA 91766-3320	1730 E First Street Pomona, CA 91769
Potential Industries	19-AR-1243	922 East E. Street Wilmington, CA 90744	922 East E. Street Wilmington, CA 90744
Puente Hills Material Recovery Facility (MRF)	19-AA-1043	1955 Workman Mill Rd Whittier, CA 90601	2800 S Workman Mill Road Whittier, CA 90601
Redondo Beach Transfer Station	19-AA-0389	531 North Gertruda Ave., Redondo Beach, CA 90277	1513 Beryl St Redondo Beach, CA 90277
Reseda/Woodland Hills Yard	19-AR-1215	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	6015 Baird Avenue, Reseda, CA 91335
San Fernando District Yard	19-AA-0811	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	11370 San Fernando Road San Fernando, CA 91340
SilverLake Maintenance Station (California Dept. of Transportation)	19-AA-0824	28820 N. The Old Road Valencia, CA 91355	2187 Riverside Drive Los Angeles, CA 90039
SilverLake Yard	19-AR-1214	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	4610 Colorado Blvd., Los Angeles, CA 90039
South Street Maint. District Yard	19-AR-1216	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	8602 Denver Avenue, Los Angeles, CA 90044
South Gate Trans Statn. San Dist.	19-AA-0005	1955 Workman Mill Rd Whittier, CA 90601-1415	9530 S. Garfield Ave South Gate, CA 90280

FACILITIES LISTS

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
Southeast District Yard	19-AA-0812	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	4206 South Main St Los Angeles, CA 90023
Southeast Res. Recovery Facility	19-AK-0083	120 Pier S Ave Long Beach, CA 90802	120 Pier S Ave Long Beach, CA 90802
Souther Calif. Disposal Co. Recyc. & Trans. Station	19-AA-0846	P.O. Box 25666 Los Angeles, CA 90025	1908 Frank Street Santa Monica, CA 90404
Southwest District Yard	19-AA-0818	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	5860 S Wilton Place Los Angeles, CA 90047
Sunland District Yard	19-AA-0813	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	9401 Wentworth St Sunland, CA 91040
Sun Valley Paper Stock MRF & TS	19-AR-1227	11166 Pendleton Street Sun Valley, CA 91352	8701 San Fernando Road Sun Valley, CA 91352
Thatcher Street Maint. District Yard	19-AR-1217	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	3311 Thatcher Avenue Los Angeles, CA 90291
Van Nuys District Yard	19-AA-0814	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	15145 Oxnard St Van Nuys, CA 91411
Waste Management - Carson T.S.	19-AQ-0001	9081 Tujunga Ave Sun Valley, Ca 91352	321 W. Francisco St Carson, CA 90745-1006
Waste Management - South Gate T.S.	19-AA-0856	9081 Tujunga Ave Sun Valley, Ca 91352	4489 Ardine St South Gate, CA 90280
Waste Resources Recovery	19-AA-0857	P.O. Box 2410 Gardena, CA 90247	357 West Compton Blvd. Gardena, CA 90248
Western District Satellite Yard	19-AR-5585	1149 S. Broadway, Suite 800 Los Angeles, CA 90015	6000 West Jefferson Blvd. Los Angeles, CA 90016
Wilshire District Yard	19-AA-0815	1149 S. Broadway, 4th Floor, Mail Stop 550 Los Angeles, CA 90015	1274 S Cochran Ave Los Angeles, CA 90019

FACILITIES LISTS

EXHIBIT G

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
SOLID WASTE LANDFILL (CLASS 3 LANDFILL)			
Antelope Valley Public Landfill	19-AA-5624	P.O. Box 4040 Palmdale, CA 93590	1200 W. City Ranch Rd. Palmdale, CA 93551
City of Burbank Landfill No. 3	19-AA-0040	124 S Lake Street Burbank, CA 91502	1600 Lockheed View Drive Burbank, CA 91504
Calabasas Sanitary Landfill	19-AA-0056	1955 Workman Mill Rd Whittier, CA 90601-1415	5300 Lost Hills Road Agoura, CA 91301
Chiquita Canyon Landfill	19-AA-0052	29201 Henry Mayo Dr. Castaic, CA 91384	29201 Henry Mayo Dr. Castaic, CA 91384
Lancaster Landfill and Recycling Center	19-AA-0050	P.O. Box 4040 Palmdale, CA 93590-4040	600 E. Ave F Lancaster, CA 93535
Pebbly Beach (Avalon) Landfill	19-AA-0061	P.O. Box 398 Avalon CA 90704-0295	1 Dump Rd. Avalon CA 90704-0295
San Clemente Island Landfill	19-AA-0063	4790 Cummings Rd. Bldg. 3570 San Diego, CA 92136	San Clemente Island San Diego, CA 92674
Savage Canyon Landfill	19-AH-0001	13230 E. Penn St Whittier, CA 90602	13919 E. Penn St Whittier, CA 90602
Scholl Canyon Landfill/San. Dist.	19-AA-0012	1955 Workman Mill Rd Whittier, CA 90601	7721 North Figueroa St. Los Angeles, CA 90041
Sunshine Canyon City/County Landfill	19-AA-2000	14747 San Fernando Road Sylmar, CA 91342-1021	14747 San Fernando Road Sylmar, CA 91342
INERT LANDFILLS (UNCLASSIFIED LANDFILL)			
Azusa Land Reclamation Landfill	19-AA-0013	9081 Tujunga Ave Sun Valley, CA 91352	1211 W. Gladstone St Azusa, CA 91702
Chandler's Palos Verdes Sand & Gravel	19-AE-0004	P.O. Box 295 Lomita, CA 90717	26311 Palos Verdes Drive East Rolling Hills Estates, CA 90274
Lower Azusa Reclamation Project Arcadia Reclamation, Inc.	19-AA-0868	Arcadia Reclamation, Inc. P.O. Box 7368 La Verne, CA 91750-7368	12321 Lower Azusa Rd. Arcadia, CA 91106-5889
Manning Pit/ City of Irwindale Manning Pit	19-AA-1080	5050 North Irwindale Avenue Irwindale, CA 91706-2133	5100 Allen Drive Irwindale, CA 91706-2133
Montebello Land & Water Co.	19-AA-0019	P.O. Box 279 Montebello, CA 90640	283 E Maiden Ln Montebello, CA 90640
Nu-Way Arrow Reclamation/owner: Cal Earth Transport	19-AA-1074	350 East Common Wealth Ave., Fullerton, CA 92832-2017	1270 Arrow Highway Irwindale, CA 91706

FACILITIES LISTS

EXHIBIT G

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
Peck Road Gravel Pit	19-AA-0838	P.O. Box 1286 Monrovia, CA 91017	128 E. Live Oak Ave Monrovia, CA 91016
United Rock Products Pit No. 2	19-AA-0046	135 S. State College Blvd., ste 400 Brea, CA 92821	1245 East Arrow Highway Pit #2 Irwindale, CA 91706-1302
Vulcan Durbin Landfill (Irwindale 1)	19-AA-1111	2526 E. University Drive Phoenix, AZ 85034-6913	13000 East Los Angeles St Irwindale, CA 91706
Vulcan Material (Sun Valley)	19-AR-1160	2526 E. University Drive Phoenix, AZ 85034-6913	11520 Sheldon St Sun Valley, CA 91352
Vulcan Material/Calmat Rel Pit #2 (Irwindale 2)	19-AA-0854	2526 E. University Drive Phoenix, AZ 85034-6913	15990 Foothill Blvd Irwindale, CA 91706

FACILITIES LISTS

Landfill/Transfer Station	SWIS No.	Mailing Address	Facility Address
WASTE DIVERSION PROGRAM			
Athens Services	19-AA-0863	P.O. Box 60009 City of Industry, CA 91716	14048 E. Valley Blvd City of Industry, CA 91746
City Terrace Transfer Station	19-AA-0859	1525 Fishburn Avenue Los Angeles, CA 90063	1525 Fishburn Avenue Los Angeles, CA 90063
Lancaster Landfill and Recycling Center	19-AA-0050	P.O. Box 4040 Palmdale, CA 93590-4040	600 E. Ave F Lancaster, CA 93535
Sunshine Canyon City/County Landfill	19-AA-2000	14747 San Fernando Road Sylmar, CA 91342	14747 San Fernando Road Sylmar, CA 91342
Waste Resources Recovery, Inc.	19-AA-0857	P.O. Box 2410 Gardena, CA 90247	357 W. Compton Blvd. Gardena, CA 90248

List of Authorized Commercial Franchise Waste Haulers Servicing the Unincorporated Areas of Los Angeles County
(In alphabetical order)



EXHIBIT G

Hauler Name	Customer Service Number	Office Hours	Address	Website	Dumpster Service	Roll-Off/Bin Rental Service
A & B Disposal Service	(626) 330-7878	Mon to Fri 7 am - 5 pm	16360 Chella Dr. Hacienda Heights, CA 91745	None	X	
A.M. Disposal	(562) 698-5311	Mon to Fri 7 am - 5 pm	13665 Park St. Whittier, CA 90601	www.amdisposalco.com	X	X
AAA Rubbish, Inc.	(800) 310-2248	Mon to Fri 7 am - 5 pm	6920 Foster Bridge Blvd. Bell Gardens, CA 90202	www.aaarubbish.com	X	X
American Reclamation, Inc.	(888) 999-9330	Mon to Fri 7 am - 5 pm Sat 7 am to 12 pm	4560 Doran St. Los Angeles, CA 90039	www.americanreclamationinc.com	X	X
Apex Disposal	(562) 272-4501	Mon to Fri 8 am - 5 pm	2400 E. 70th St. Long Beach, CA 90805	None	X	X
Arrow Disposal Service	(626) 336-2255	Mon to Fri 7 am - 5 pm Sat 8 am to 12 pm	14330 E. Valley Blvd. La Puente CA 91746	www.arrowservicesinc.com		X
Athens Services	(888) 336-6100	Mon to Fri 7am - 5pm Sat 7 am to 12 pm	14048 East Valley Blvd. City of Industry, CA 91746	www.athensservices.com	X	X
AV Equipment Rentals, Inc.	(661) 259-2155	Mon to Fri 8 am - 4 pm	24933 Railroad Ave. Newhall, CA 91321	www.avequipmentrental.com		X
Benz Sanitation	(661) 822-5273	Mon to Fri 7 am - 4 pm	1401 Goodrick Dr. Tehachapi, CA 93561	www.benzblue.com	X	X
Burrell Waste Industries, Inc.	(800) 325-9417	Mon to Fri 8 am - 5 pm	1017 W. Gladstone St. Azusa, CA 91702	www.burrell.com	X	X
C R & R Incorporated	(800) 826-9677	Mon to Fri 7 am to 4 pm Sat 7 am to 12 pm	11292 Western Ave. Stanton, CA 90680	www.crrwasteservices.com	X	X
California Waste Services, LLC	(800) 839-5550	Mon to Fri 7 am - 5 pm	621 W. 152nd St. Gardena, CA 90247	www.californiawasteservices.com		X
CalMet Calsan Inc. & Metropolitan Waste	(800) 990-6387	Mon to Fri 8 am to 5 pm	7202 Peterson Lane Paramount CA 90723	www.calmetservices.com	X	X
Cleanup America, Inc.	(877) 733-1207	Mon to Fri 8 am - 5 pm	4134 Temple Blvd. Rosemead, CA 91770	www.cleanup-america.com		X

For more information, please call Los Angeles County's Trash Collection Hotline at (800) 993-5844 Monday-Thursday, 7 a.m. to 5 p.m. or visit www.lacounty-swims.org

FACILITIES LISTS

List of Authorized Commercial Franchise Waste Haulers Servicing the Unincorporated Areas of Los Angeles County (In alphabetical order)



EXHIBIT G	Hauler Name	Customer Service Number	Office Hours	Address	Website	Dumpster Service	Roll-Off/Bin Rental Service
	Consolidated Disposal Services/ Allied Waste Services	(800) 299-4898	Mon to Fri 7 am - 5 pm Sat 7am to 12 pm	12949 Telegraph Rd. Santa Fe Springs, CA 90670	www.consolidateddisposal-service.com	X	X
	D'Angelus Disposal	(626) 350-0938	Mon to Fri 8 am - 5 pm	P.O. Box 1727 Montebello, CA 90640	None		X
	Direct Disposal	(888) 551-7797	Mon to Fri 5am - 4pm	5901 Warner Ave. Huntington Beach, CA 92649	www.directdisposal.com		X
	EDCO Disposal Corporation	(310) 540-2977	Mon to Fri 7:30 am - 5:30 pm Sat 8 am - 2 pm	P.O. Box 116 Lakewood, CA 90714	www.edcodisposal.com	X	X
	Haul-Away Rubbish Service Co.	(323) 721-0371	Mon to Fri 8 am - 4 pm	1205 Date St. Montebello, CA 90640	www.haulawayrubbish.com	X	X
	Hauling Solutions, Inc.	(818) 660-4244	Mon to Fri 8 am - 4 pm Sat 8 am - 4 pm	8309 Laurel Canyon Blvd. #135 Sun Valley, CA 91352	www.haulingsolution.com		X
	Heritage Disposal	(626) 576-7325	Mon to Fri 8 am - 4 pm	704 S. Date Ave. Alhambra, CA 91803	None		X
	Interior Removal Specialist, Inc.	(323) 357-6900	Mon to Fri 8 am - 5 pm Sat 8 am - 4 pm	9309 Rayo Ave. South Gate, CA 90280	www.irsdemo.com		X
	Liberty Disposal Service	(866) 933-4776	Mon to Fri 8 am - 5 pm	16804 S. Figueroa St. Gardena, CA 90248	None	X	X
	Mountainside Disposal	(800) 786-3269	Mon to Fri 8 am - 4 pm	8665 S. Union Ave. Bakersfield CA 93307	None	X	X
	Nasa Services, Inc.	(888) 888-0388	Mon to Fri 6 am - 5 pm Sat. 6 am - 1 pm	P.O. Box 1755 Montebello, CA 90640	www.nasaservices.com	X	X
	Patriot Services, Inc.	(323) 838-9375	Mon to Fri 8 am - 5 pm	P.O. Box 145 Montebello, CA 90640	None		X
	Quality Waste Services, Inc.	(888) 575-4100	Mon to Fri 8 am - 4 pm Sat 8 am - 11 am	3534 Whittier Blvd. Los Angeles, CA 90023	www.qualitywaste.com	X	X
	Randam Inc./Rent-A-Bin	(818) 341-7368	Mon to Fri 8 am - 5 pm	9643 Cozycroft Ave. Chatsworth, CA 91311	None		X

For more information, please call Los Angeles County's Trash Collection Hotline at (800) 993-5844 Monday-Thursday, 7 a.m. to 5 p.m. or visit www.lacounty-swims.org

FACILITIES LISTS



List of Authorized Commercial Franchise Waste Haulers Servicing the Unincorporated Areas of Los Angeles County
(In alphabetical order)

EXHIBIT G

Hauler Name	Customer Service Number	Office Hours	Address	Website	Dumpster Service	Roll-Off/Bin Rental Service
Recology Los Angeles	(800) 633-9933	Mon to Fri 8 am - 5 pm	9189 DeGarmo Sun Valley, CA 91352	www.recologyla.com	X	X
Serv-Wel Disposal Service/ A Rent-A-Bin	(888) 768-2246	Mon to Fri 7 am - 4 pm Sat 7 am - 1 pm	901 S. Maple Ave. Montebello, CA 90640	www.servwel.com	X	X
Southland Disposal Company	(323) 780-7150	Mon to Fri 6 am - 5 pm Sat 6 am - 1 pm	P.O. Box 86786 Los Angeles, CA 90086	www.southlanddisposal.com www.cityterrace.com	X	X
Sunset Ranch Roll Off Service	(626) 442-8642	Mon to Fri 8 am - 5 pm	12625 Rush St. South El Monte, CA 91733	None		X
United Pacific Waste	(866) 699-7600	Mon to Fri 7 am - 6 pm Sat 7 am - 2 pm	4320 San Gabriel River Pkwy Pico Rivera, CA 90660	www.upwrs.com	X	X
Universal Waste Systems, Inc	(800) 631-7016	Mon to Fri 7 am - 5 pm Sat 8 am - 12 pm	9016 Norwalk Blvd. Santa Fe Springs CA 90670	www.uwscmpany.com	X	X
Valley Vista Services, Inc.	(800) 442-6454	Mon to Fri 8 am - 5 pm Sat 8 am - 1 pm	17445 East Railroad St. City of Industry, CA 91748	www.valleyvista.net	X	X
Ware Disposal, Inc	(877) 714-9273	Mon to Fri 7 am-5 pm Sat 7 am - 3 pm	1035 East 4 th St. Santa Ana, CA 92701	www.waredisposal.com	X	X
Waste & Recycling Services, Inc	(562) 945-2688	Mon to Fri 8 am - 5 pm	13714 Chestnut St. Whittier, CA 90605	None	X	X
Waste Management Antelope Valley	(661) 947-7197	Mon to Fri 7 am - 5 pm	1200 West City Ranch Rd. Palmdale, CA 93551	www.wm.com	X	X
Waste Management San Gabriel Valley	(800) 774-0222	Mon to Fri 7 am - 5 pm	13940 East Live Oak Ave. Baldwin Park, CA 91706	www.wm.com	X	X
Waste Management Los Angeles Metro Area	(800) 990-6387	Mon to Fri 7 am - 5 pm	1970 East 213th St. Long Beach, CA 90810	www.wm.com	X	X
Waste Management/G.I. Industries	(866) 684-3139	Mon to Fri 7 am - 5 pm	195 West Los Angeles Ave. Simi Valley, CA 93065	www.wmi.com	X	X
Waste Resources, Inc.	(888) 467-7600	Mon to Fri 7 am - 5 pm Sat 8 am - 12 pm	P.O. Box 2410 Gardena, CA 90247	www.wasteresources.com	X	X

For more information, please call Los Angeles County's Trash Collection Hotline at: (800) 993-5844 Monday-Thursday, 7 a.m. to 5 p.m. or visit www.lacountyswms.org

FACILITIES LISTS

List of Authorized Residential Franchise Waste Haulers Servicing the
Unincorporated Areas of Los Angeles County

Company Name:	Franchise Area:	Mailing Address
Athens Services	Altadena	5535 Vincent Avenue Irwindale, CA 91706
	Kinneloa Mesa	14048 Valley Blvd, City of Industry, CA 91746
	Rowland Heights	
Burrtec Waste Industries	East Pasadena/East San Gabriel/East Arcadia/ Royal Oaks	9400 Cherry Ave., Bldg.C Fontana, CA 92335
	South/East Whittier	
	La Crescenta/Montrose	
	Santa Clarita Valley	
CalMet Services, Inc.	Oceanview/La Rambla/ West Carson	7202 Petterson Lane Paramount, CA 90723
Universal Waste Systems, Inc.	North East Bay and Mountain	9016 Norwalk Blvd. Santa Fe Springs, CA 90670
	North West Bay and Mountain	
	Pioneer/Carson Park	
	South San Gabriel	
	West Whittier	
	Citrus/Charter Oak/Ramona	
Ware Disposal, Inc.	Avocado Heights	1035 E. Fourth Street Santa Ana, CA 92701
	East Charter Oak/Foothill Ramona Spadra	
Waste Management - Long Beach	El Camino Village/Del Aire/Wiseburn/ Alondra Park	9081 Tujunga Ave Sun Valley, CA 91352
	Rancho Dominguez/W. Rancho Dominguez/ Rosewood	
Waste Management - G.I. Industries	Chatsworth/Westhills	195 West Los Angeles Ave Simi Valley, CA 93065
Valley Vista Services	Bassett/Valinda/ South San Jose Hills	17445 E. Railroad Street City of Industry, CA 91748
	Hacienda Heights	

SAMPLE LETTERS

Date:

EP-5

Attn:

[Facility Name]

[Mailing address 1]

[City, Zip]

Dear [Contact Name]:

[FACILITY NAME]

REVIEW OF THE COUNTYWIDE SOLID WASTE MANAGEMENT FEE

FACILITY ADDRESS: [FACILITY PHYSICAL ADDRESS]

Pursuant to Title 20 of Los Angeles County Code, Chapter 20.88, Public Works' contractor, _____, will be conducting a review of your records supporting your payments of the Solid Waste Management Fee. The review will cover the period April 2011 through March 2014.

We will be visiting your facility on Tuesday, June 16, 2015, at 9:30 a.m. To facilitate the review, please be prepared to provide the following information and documentation from your facility that includes but are not limited to the following:

1. daily weight tickets
2. daily reports
3. recycled material documentation including:
 - monthly recycled tonnage reports, with information on how the recycled materials were handled and where they were taken
 - copies of invoices for recycled material taken to other facilities
4. monthly tonnage summary reports showing total inbound and outbound tonnages, including waste material destinations inside or outside of Los Angeles County

SAMPLE LETTERS

5. copy of Solid Waste Management Fee Invoices for the period indicated above
6. documentation on solid waste tonnage taken outside of Los Angeles County (exported material)

The site review will take approximately one to two days. We will be contacting your facility prior to our scheduled visit to reconfirm the date.

Your cooperation is appreciated. If you have any questions, please contact Mr. [Contact Name] of [Consultant] at (123) 456-0789, Monday through Friday, 8 a.m. to 5 p.m., or Ms. Joyce Fang at (626) 458-6573, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

MARTINS AIYETIWA
Senior Civil Engineer
Environmental Programs Division

JF:ak

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cc: [Consultant]

SAMPLE LETTERS



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
 ALHAMBRA, CALIFORNIA 91803-1331
 Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
 P.O. BOX 1460
 ALHAMBRA, CALIFORNIA 91802-1460

March 19, 2015

IN REPLY PLEASE
 REFER TO FILE: **EP-7**

Dear _____:

REVIEW OF THE NON-EXCLUSIVE COMMERCIAL WASTE COLLECTION FRANCHISE FEE AND DATA VERIFICATION

Pursuant to Title 20 of Los Angeles County Code, Chapter 20.70, Public Works will be conducting a review of your records supporting your payments of the Commercial Waste Collection Franchise Fee. As a part of this review, we will also be verifying your tonnage records supporting the information you provided in Form C and submitted into the Los Angeles County Solid Waste Information Management System (SWIMS). The review will cover the period of July 2012 through December 2014.

We will be visiting your facility on Tuesday, April 14, 2015, at 9:30 a.m. To facilitate the review, please be prepared to provide the following information and documentation from your facility that includes but are not limited to the following:

1. complete customer lists (current and closed/date closed), generated on a monthly basis for:
 - all (incorporated and unincorporated) customers in Los Angeles County
 - all customers in Los Angeles County unincorporated areas
2. complete list of all service areas including communities and Cities in Los Angeles County where trash collection services are being provided complete monthly billing statements for the services provided in the unincorporated area(s), including all fees, charges, and other compensation received directly or indirectly
3. complete monthly gross payments received from customers in the unincorporated area(s)

SAMPLE LETTERS

March 19, 2015

Page 2

4. monthly disposal quantity reports for the services provided in the unincorporated area(s), summarizing
 - monthly recycle tonnage reports with commodity breakdown
 - monthly solid waste tonnage disposal summary reports showing total inbound and outbound tonnages, including waste material destinations inside and outside of Los Angeles County
5. route maps and schedules to support allocation of solid waste collected by jurisdiction of origin
6. sample of billing invoices for service rendered to customers

The review will take approximately one to two days. We will be contacting you prior to our scheduled visit to reconfirm the date.

Your cooperation is highly appreciated. If you have any questions, please contact Ms. Vivian Hoang at (626) 458-2539, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works



SUK CHONG
Senior Civil Engineer
Environmental Programs Division

VH:td

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cc: Philip Mainolfi

SAMPLE LETTERS

Date

EP-2

Waste Hauler's Address

Dear Mr. :

REVIEW OF RESIDENTIAL WASTE COLLECTION FRANCHISE FEE AND DATA VERIFICATION

On (Board Letter Adoption Date), the Board of Supervisors awarded a contract to (Contractor's Name), to verify the accuracy of franchise fees paid and disposal information reported to the County by franchise waste haulers serving the County unincorporated areas. As such, all residential franchise waste haulers will be reviewed in the coming months.

Accordingly, pursuant to Section 11 of the (Franchise Name) Residential Franchise Agreement, (County Contractor's Name) will be visiting your facility on (Date), at 9:30 a.m. to review your company's records supporting customer billing and franchise fee payments to the County in accordance with Section 20.70.021 of the County Code. They will also be reviewing disposal records to verify accuracy of reports submitted to the County through the Solid Waste Integrated Management System (SWIMS) under Form C. Both reviews will cover the period (Dates). To facilitate the review, please be prepared to provide the following information and documentation covering the entire review period, which include but are not limited to the following:

1. monthly customer service list, containing a list of all current accounts, closed accounts (with reason for being closed), account numbers, name associated with each account, customer addresses, and payments received broken down into basic service fees, fees for additional service, late fees, etc.
2. monthly revenue statements for the service area
3. monthly tonnage reports including:

SAMPLE LETTERS

- Respective total quantities of refuse (in tons), recyclables (in tons), and any green waste (in tons or, if not weighed at the Solid Waste Facility where it is delivered, in cubic yards); abandoned waste (in tons or measure approved by the Director of Public Works) collected by the franchisee
- Materials recovered from those recyclables, abandoned waste (such as CEDs or e-waste) and residual refuse remaining after processing recyclables
- Final destination of that refuse
- Where franchisee delivered those recyclables

The review will take approximately one to two days. (Contractor's Name) will be contacting your facility prior to their scheduled visit to confirm the date.

Your cooperation is appreciated. If you have any questions, please contact Mr. Patrick Kwong at (626) 458-3584, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

STEVEN E. MILEWSKI
Senior Civil Engineer
Environmental Programs Division

CW:dw

cc: Contractor's Name