



MARK PESTRELLA, 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: **BRC-1**

December 5, 2022

### **NOTICE OF REQUEST FOR PROPOSALS FOR REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING COLLECTION AND PUBLIC EDUCATION PROGRAM (BRC0000345)**

PLEASE TAKE NOTICE that Public Works requests proposals for the Regional Used Motor Oil and Oil Filter Recycling Collection and Public Education Program (BRC0000345). This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$500,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Anna Leung at (626) 458-4072 or [aleung@pw.lacounty.gov](mailto:aleung@pw.lacounty.gov) or Ms. Ani Karapetyan at (626) 458-4050 or [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@pw.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://pw.lacounty.gov/brcd/servicecontracts>.**

#### **"Do Business with Public Works" Website Registration**

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.**

#### **Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise**

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference

Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

**Minimum Mandatory Requirements:** At the time of proposal submission, proposers must meet all the following minimum mandatory requirements set forth in the RFP documents including, but not limited to:

1. Proposing entity must have a minimum of 5 years of experience in planning and implementing public and/or private education and outreach/event programs. The proposal must include three examples of such programs that were completed within the last 5 years by the proposing entity.

**Important Note: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed.**

2. Proposer's or its subcontractor's staff assigned to oversee this contract must have a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years. Such personnel must be identified by the proposer in the proposal and Form PW-15 Compliance with Minimum Requirements of the RFP. The proposal must include environmental-related public education campaign material examples, such as flyers, ads, (print and/or video), Public Service Announcement (print and/or video), posters, brochures, etc. to support this minimum mandatory requirement.
3. Proposer's or its subcontractor's staff must have a minimum of 3 years of experience conducting assessments and research evaluations.
4. Proposer or its subcontractor must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish.
5. Proposers or its subcontractor must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Mandarin (Chinese).

A mandatory proposers' conference will be held on **Monday, December 19, 2022, at 2 p.m.** via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in-sheet through the website listed below. **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



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prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. 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.

A link to sign-in and join the meeting can be found at the following website:

[https://pw.lacounty.gov/contracts/asd\\_rfp/ProjectDetail.aspx?project\\_id=BRC0000345](https://pw.lacounty.gov/contracts/asd_rfp/ProjectDetail.aspx?project_id=BRC0000345)

**The deadline to submit proposals is Thursday, January 12, 2023, at 5:30 p.m.**  
Please direct your questions to Ms. Leung or Ms. Karapetyan.

### **IMPORTANT NOTICE**

Submission of proposals **will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters** located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. **Submission of hard copy proposals will not be accepted.**

### **PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:**

#### **Electronic Submission of Proposals**

In lieu of submitting electronic proposals to the cashier's office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress,

proposer should not send hard copies, compact disc, or any other materials to the County via mail.

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

**Follow us on Twitter:**

We encourage you to follow us on Twitter @LACoPublicWorks 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) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works

A handwritten signature in blue ink that reads "Coby Skye". The signature is fluid and cursive, with the first name "Coby" and last name "Skye" clearly distinguishable.

COBY SKYE  
Deputy Director

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Enc.

**LOS ANGELES COUNTY**  
**PUBLIC WORKS**  
**REQUEST FOR PROPOSALS**  
**FOR**



**REGIONAL USED MOTOR OIL AND OIL FILTER  
RECYCLING COLLECTION AND PUBLIC EDUCATION  
PROGRAM (BRC0000345)**

Approved November 23, 2022  
MARK PESTRELLA, PE  
Director of Public Works

By:   
Deputy Director

REQUEST FOR PROPOSALS  
FOR  
REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING COLLECTION AND  
PUBLIC EDUCATION PROGRAM (BRC0000345)  
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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 requirements at the time of Proposal submission:

1. Planning and implementing public and/or private education and outreach/event programs. The proposal must include three examples of such programs that were completed within the last 5 years by the proposing entity.

**Important Note: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed.**

2. Proposer's or its subcontractor's staff assigned to oversee this contract must have a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years. Such personnel must be identified by the proposer in the proposal and Form PW-15, Compliance with Minimum Requirements of the RFP. The proposal must include environmental-related public education campaign material examples, such as flyers, ads, (print and/or video),

Public Service Announcement (print and/or video), posters, brochures, etc. to support this minimum mandatory requirement.

3. Proposer's or its subcontractor's staff must have a minimum of 3 years of experience conducting assessments and research evaluations.
4. Proposer or its subcontractor must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish.
5. Proposers or its subcontractor must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Mandarin (Chinese).

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:

Los Angeles County Public Works  
Business Relations and Contracts Division - 8th Floor  
P.O. Box 1460  
Alhambra, CA 91802-1460

Attention Ms. Anna Leung  
E-Mail: [aleung@pw.lacounty.gov](mailto:aleung@pw.lacounty.gov)  
Telephone: (626) 458-4072

Or

Attention Ms. Ani Karapetyan  
E-Mail: [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@pw.lacounty.gov)  
Telephone: (626) 458-4050

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

D. Child Support Compliance Program

Proposers must: 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 will 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 will 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) (County Code, Chapter 2.206). The successful Proposer 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 will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or must 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-3). 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 (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 must 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 must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the

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minimum qualifications for that opening. Proposers must 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 will not be considered for Contract award. Proposers must certify compliance on Form PW-3, Certification of Compliance for Attestation of Willingness to Consider GAIN/ GROW Participants.

H. Indemnification and Insurance

The successful Proposer 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.

I. Injury and Illness Prevention Program

The successful Proposer 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.

J. 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.

K. 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, 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 will receive from the Contractor, on an annual basis, no less than 5 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 Form PW-3, Certification of Compliance for Contractor Employee Jury Service Program Certification Form & Application for Exception 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.

## L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference programs to exceed 15 percent or \$150,000 in response to any County solicitation. 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 LSBE, DVBE, or SE when not qualified.

### 1. Local Small Business Enterprise Preference Program

- a. 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 an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- b. To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-5, Request for Preference Consideration and submit a letter of certification from the DCBA with their Proposal.
- d. 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

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<http://www.pd.dgs.ca.gov/smbus/default>.

2. Social Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
  - i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
  - ii. A business certified by the DCBA as an SE.
- b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-5, Request for Preference Consideration and submit a letter of certification from the DCBA with their Proposal.
- c. Further information on SE also available on the DCBA's website at: <http://dcba.lacounty.gov>

3. Disabled Veteran Business Enterprise Preference Program

- a. The County will give 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 vendor is defined as:
  - i. A business which is certified by the State of California as a DVBE; or
  - ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
  - iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in i. and ii. above.
- b. The DCBA will certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed.

Businesses must complete and submit Form PW-5, Request for Preference Consideration and submit a letter of certification from the DCBA with their Proposal.

- d. 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.dgs.ca.gov/pd/Home.aspx>.
- e. 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>.

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

The Proposer must notify the County of any pending acquisitions/mergers of their company unless otherwise legally prohibited from doing so. If the Proposer/Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer on Form PW-1, Proposer's Organization Questionnaire/Affidavit. 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. Proposer will have a continuing obligation to notify the County and update any changes to its response on Form PW-1, Proposer's Organization Questionnaire/Affidavit during the solicitation.

N. Prompt Payment Program

It is the intent of the County that Certified Local SBE 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.

O. 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 of Compliance form attached as Form PW-3. A completed Form PW-3 is a required part of any agreement with the County.

In Form PW-3, Certification of Compliance for Charitable Contribution Certification, prospective Contractors certify either that:

1. They have determined now that they do not 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-3 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).

P. 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.

Q. Security and Background Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

R. 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.

S. Time Off for Voting

The Contractor must notify its employees, and must 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 10 days before every Statewide election, every Contractor and Subcontractors must 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.

T. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization

When requested by the County, the Contractor must provide a copy of their invoice, which includes expenditure information for subcontractors utilized for Contract work which provides information requested by the County, including but not limited to: subcontractor name, business address, telephone number, email address, each subcontractor's Local Small Business Enterprise (SBE) status, Social Enterprise (SE) status, and/or Disabled Veterans Business Enterprise (DVBE) status, as applicable, and the actual monetary amount of the Contract work the subcontractor has performed.

This information must be transmitted to the County via methods specified by the County, which may include electronic submission by one of the following methods: utilizing electronic live (or dynamic) data, utilizing a County-designated third party software system, utilizing a County approved website, or utilizing other means approved by the County. The County may request subcontractor confirmation of receipt of payment.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties agree that under the current circumstances a

reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor must be liable to the County for said amount.

If in the judgment of the Director of Public Works, or his designee, the Contractor is deemed to be in noncompliance with these terms and obligations, the Director or his designee, at his option, in addition to, or in lieu of, other remedies provided in the Contract, may deduct and withhold liquidated damages from County's payment to the Contractor.

U. Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the County of Los Angeles Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving Contract awards or performing services under a County Contract.

Contractors are required to complete Form PW-3, Certification of Compliance for Zero Tolerance Policy on Human Trafficking Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

W. Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

Contractors are required to certify that they, and their subcontractors are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. Community Business Enterprise Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority, women, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars will go to certified CBEs. All Proposers must document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

1. Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
2. Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are

interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.

4. Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
5. Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
6. Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
7. Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Economic Opportunity (DEO), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Economic Opportunity (DEO): [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

8. Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
9. Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
11. Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County must be notified of any future additions in CBE participation.

12. Proposer is a certified CBE.
13. The Proposer's CBE participation must be reflected in the CBE Form.
14. Public Works will answer questions from Proposers regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

## SECTION 2

### PROPOSAL PREPARATION AND SUBMISSION

#### A. Proposal Format and Content Requirements

Proposals must 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 must 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 must list all materials included in the Proposal.

3. Letter of Transmittal

A person legally authorized to enter into Contracts for the Proposer must 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 of Information for Limited Liability Company" as filed with the California Secretary of State or state of registration. 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 must 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, if any

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:



- Proposer's ability to respond and provide back-up staff in English, Spanish, and/or other Asian languages during emergency situations
- Proposer's ability to comply with the Grant Guidelines
- Proposer's ability to respond to malfunction of tablets used at events

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 (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 must 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 must 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 must 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 must describe and list the records to be maintained. The Program must detail how the Proposer will maintain inspection records and make them available to the County.

8. Subcontractors

If Subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

9. Licenses and Certifications

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

10. Insurance

Submit completed and signed Form PW-13, 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-13, 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:

Declaration for Regional Used Motor Oil and Oil Filter Recycling Collection and Public Education Program (BRC0000345)

PW-1	Proposer's Organization Questionnaire/Affidavit
PW-2	Schedule of Prices
PW-3	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Proposer's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information

- PW-11 Transmittal Form to Request a 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 Proposer's Pending Litigations and Judgments
- PW-13 Proposer's Insurance Compliance Affirmation
- PW-14 COVID-19 Vaccinations of County Contractor Personnel
- PW-15 Compliance with the Minimum Requirements

(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, must 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 Certification of Compliance
- PW-4 Contractor's Industrial Safety Record
- PW-5 Request for Preference Consideration
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-9 Proposer's Debarment History and List of Terminated Contracts
- PW-10 Community Business Enterprise (CBE) Information

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. Unless the proposals are submitted electronically through [www.bidexpress.com](http://www.bidexpress.com), electronic proposals must be submitted with **two** (2) complete electronic sets of the Proposal that includes all related information in the following formats:
  - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
    - One original electronic copy.
    - One redacted electronic copy - Proposer must redact any trade secret, confidential, proprietary, or other personal information from the Proposal such as Social Security numbers.

**Please note:** Hard copies of proposals will not be accepted.

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 electronic Proposals to the Los Angeles County Public Works Cashier's Office, 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 only accepted when received 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.
5. In lieu of submitting electronic proposals to the Cashiers Office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow

sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, CDs, or any other materials to the County.

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

## 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 must 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 must 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 will 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 must 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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 will 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 will 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 will 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 will 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 5 years but may exceed 5 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 will 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 will 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 will be presented to the Board. The Board will 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 5 years, that Proposer may, after the debarment has been in effect for at least 5 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 5 years; (2) the debarment has been in effect for at least 5 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will 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 will 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 must list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors will be subject to Public Works' approval. Subcontractors must be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors must not be listed for the same work.

P. Term of Proposals

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

Q. 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.

R. 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.

S. Contractor Independence

A Proposer or its subsidiary or Subcontractor (Proposer), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer has provided advice or consultation for the solicitation. A Proposer is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

T. Conflict of Interest

Proposer must comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other section of the Los Angeles County Code, the County will not contract with, and will 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 the public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, 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 or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

U. Acceptance of Terms and Conditions

Each Proposer understands and agrees that submission of Proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

V. Contractors with Unresolved Disallowed Costs

If Proposer's/Bidder's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the A-C in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

W. COVID-19 Vaccinations of County Contractor Personnel

Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed Form PW-14 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

X. Contractor Development and Bonding Program

Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, please contact contract administrator.

## 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 must sign and return the Agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee must 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 or BidExpress prior to the deadline for submission of the Proposal. Any Proposal without a Public Works or BidExpress time stamp verifying that the deadline for submission has been met will be rejected.
3. Proposer and Subcontractors, if any, 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-16.
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.
6. The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFP and Contract.
7. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.



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 LSBE, DVBE, or SE Preference Programs, as applicable.

LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-5, Request for Preference Consideration, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which will not exceed \$150,000, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference. The LSBE, DVBE, or SE 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 Adjusted 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 Adjusted Proposed Annual Price by each other Proposer's Total Adjusted Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The Proposal with the lowest Total Adjusted Proposed Annual Price may not necessarily be awarded a Contract.

2. Performance History/References (5 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 Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 5/3 points for each responding reference up to a total of 3 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 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 will 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 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 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 (20 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 Proposer that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFP. 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, supervising employees, 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-9, Proposer's Debarment History and 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. 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.

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. Interview (10 Points)

The Proposer's presentation team consisting of a minimum of three to five staff (managing employees, account manager, event coordinator, etc., that are listed in its proposal) shall make a presentation and participate in an ensuing interview session within two weeks' notice provided by the County. The presentation team shall provide up to a 45-minute presentation followed by a 15-minute session for questions from the County. The presentation and interview will include but is not limited to the following topics.

- Demonstration of how the Proposer's strategic vision, planning, and methodology of execution will achieve and/or exceed the Los Angeles County Regional Motor Oil and Filter Recycling Public Education Program's goals.
- Demonstration of how the Team's communication, collaboration, management, and methodology of execution will result in a coherent and unified effort for the Proposer's program to achieve and/or exceed the Los Angeles County Regional Motor Oil and Oil Filter Recycling Public Education Program's goals.
- Demonstration of how the team will proactively adapt to, as well as react to, unforeseen/changing event conditions and/or requests from the County.
- Presentation by the facilitator(s) of a previously implemented environmental education public outreach, demonstrating facilitator's knowledge of environmental issues.

The evaluators may award up to 10 points for this category. Significant unacceptable weakness in any part of the presentation or interview 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.

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. Department Level Reviews

Unless State or Federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

#### 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 is made within the time frame identified in the solicitation document (generally within ten business days of issuance of the solicitation document).

2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.
3. The request itemizes in appropriate detail, each matter contested, and factual reasons for the requested review.
4. The request 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. Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the department's sole discretion, be denied.
6. 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 must 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 will notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a Transmittal Form to Request a Disqualification Review within the timeframe specified in the disqualification document.
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 request for a Disqualification Review is submitted within the timeframe specified in the disqualification review.
  - b. 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 will be completed and the determination will 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 will 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 will be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers will 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 Process

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 request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).



2. 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.
3. 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 will 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 will 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

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 request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
  - b. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph G above.
3. Proposer that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Proposers may remove assertions presented in their Proposed Contractor Selection Review if they feel that the department response has resolved their assertion.
4. 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.

**DECLARATION  
FOR  
REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING COLLECTION AND  
PUBLIC EDUCATION PROGRAM (BRC0000345)**

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

## **TABLE OF FORMS**

Declaration for Regional Used Motor Oil and Oil Filter Recycling Collection and Public Education Program (BRC0000345)

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## **ATTACHMENTS**

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2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance
4. Los Angeles Regional Contractor Development and Bonding Program
5. Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions
6. BidExpress.com Set-up Guide

## PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<b>Select the option that best defines your firm's business structure:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	<b>If Corporation or Limited Liability Company (LLC):</b> Legal Name (as stated in Articles of Incorporation): _____  State of Incorporation: _____  Year of Incorporation: _____  <b>If Limited Partnership or a Sole Proprietorship:</b> Name of proprietor or managing partner: _____  <b>If other:</b> Specify business structure name: _____
2	<b>Is your firm doing business under one or more DBA's?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: _____  Country of Registration: _____  Year became DBA: _____
3	<b>Is your firm wholly/majority owned by, or a subsidiary of another firm?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____  State of Incorporation or registration of parent firm: _____
4	<b>Has your firm done business under other names within last five (5) years ?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): _____ _____ _____  Year(s) of Name Change: _____ _____

5	<p><b>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</b></p>	<hr/> <hr/> <hr/> <hr/> <hr/>
6	<p><b>Is your firm involved in any pending acquisition or mergers?</b></p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
7	<p><b>List all names and contact information of all individuals legally authorized to commit the Proposer.</b></p>	<p>Name: <hr/>Title: <hr/>Phone: <hr/>Email: <hr/></p> <p>Name: <hr/>Title: <hr/>Phone: <hr/>Email: <hr/></p> <p>Name: <hr/>Title: <hr/>Phone: <hr/>Email: <hr/></p>

**SCHEDULE OF PRICES  
FOR  
REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING COLLECTION AND  
PUBLIC EDUCATION PROGRAM  
(BRC0000345)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following prices. The Proposer's rates shall include all administrative costs, supervision, labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Notwithstanding the amounts of compensation quoted in the Schedule of Prices, Public Works and the Contractor may agree in writing that specified tasks or deliverables may be compensated at a lower rate than the amount quoted, as a result of savings realized in the performance of the work. Should the Contractor perform any task for a lower price than originally agreed, or should any task be curtailed, resulting in a surplus in the funds encumbered for the work, Public Works may direct the application of any surplus to increase the quality or quantity of any other tasks provided for in the Schedule of Prices, Form PW-2, including Task 15, Additional Task(s). However, such reallocation of funds is permitted only with the written approval of Public Works.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<b>Task as described in Exhibit A, Scope of Work</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total Cost (Unit Price x Est. Quantity)</b>
<b>Task 1</b>  <b>Regional Used Motor Oil and Oil Filter Recycling Collection Public Education Plan (Work Plan)</b>	<b>Lump Sum</b>	<b>1</b>	<b>\$ _____</b>
<b>Task 2</b>  <b>Creative Development Plan/Advertising and Outreach Educational</b>	<b>Lump Sum</b>	<b>1</b>	<b>\$ _____</b>

Task as described in Exhibit A, Scope of Work	Unit Price	Estimated Quantity	Total Cost (Unit Price x Est. Quantity)
Materials (Develop or Enhance)			
<b>Task 3</b>  <b>Functional Items as listed in Exhibit A Scope of Work Task 3</b> (Includes: graphic layouts; purchase; and storage of functional items)			
Dual Capacity Oil Filter Containers	\$ _____ Each	2,100	\$ _____
Oil Containers	\$ _____ Each	200	\$ _____
Oil Funnels	\$ _____ Each	2,100	\$ _____



Task as described in Exhibit A, Scope of Work	Unit Price	Estimated Quantity	Total Cost (Unit Price x Est. Quantity)
Towels	\$ _____ Each	2,100	\$ _____
Task 4 Paid Media/Media Relations Plan	Lump Sum	1	\$ _____
Task 5 Social Media Relations Plan/and Social Media Advisement Plan (includes developing social media postings/purchasing ads on various social media platforms)	Lump sum	1	\$ _____
Task 6 Website: FreeFilterLA.com	\$ _____ Hourly	50	\$ _____

Task as described in Exhibit A, Scope of Work	Unit Price	Estimated Quantity	Total Cost (Unit Price x Est. Quantity)
<b>Task 7</b> <b>Used Motor Oil and Filter Exchange Events/Drives</b> (Conduct 15 events)	\$ _____ <b>Each event</b>	15	\$ _____
<b>Task 8</b> <b>Special Events</b> (Attend six events)	\$ _____ <b>Each Event</b>	6	\$ _____
<b>Task 9</b> <b>Certified Collection Center's Outreach Plan/Implementation</b>	<b>Lump sum</b>	1	\$ _____
<b>Task 10</b> <b>Certified Collection Centers Site Visits</b> (Approximately 80 stores visited twice)	\$ _____ <b>Each Visit</b>	160	\$ _____
<b>Task 11</b> <b>Recruitment of Auto related Business to become CCCs</b>	<b>Lump Sum</b>	1	\$ _____

Task as described in Exhibit A, Scope of Work	Unit Price	Estimated Quantity	Total Cost (Unit Price x Est. Quantity)
Task 12 Program Evaluation	Lump Sum	1	\$ _____
Task 13 Program Participation Data	Lump Sum	1	\$ _____
Task 14 Annual Report	Lump Sum	1	\$ _____
Task 15 Additional Task(s)	On-Call hourly rate for Additional Task(s) \$ _____ per hour	500	\$ _____
Total Proposed Price: _____			\$ _____

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

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

## CERTIFICATION OF COMPLIANCE

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification  Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)  _____	<a href="#">Board Policy 5.065</a>	<b>Check the Certification below that is applicable to your company.</b>  <input type="checkbox"/> 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.  <b>OR</b>  <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	<a href="#">Board Policy 5.050</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Willing to provide GAIN/GROW participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b> <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<b>Certifies Compliance</b> ? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b> _____

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

	2017	2018	2019	2020	2021	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

## REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ PREFERENCE NOT REQUESTED

**OR**

☐ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.204</a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.205</a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#">LACC 2.211</a>

**Note:** In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.

## 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.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

# FORM PW-8

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

**COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

**LIST OF CBE PARTICIPATION**

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE/DVBE/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>

## PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: \_\_\_\_\_

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity			
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.			

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

### Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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 his/her judgment shall be final.



## TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation 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 supporting documentation)*

Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

### ***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_



**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):

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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):

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Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

**REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING COLLECTION AND PUBLIC  
EDUCATION PROGRAM (BRC0000345)  
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

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Proposer's Name

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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: \_\_\_\_\_

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
(the "Contractor"), certify that on County Contract:

Contract Number:	
Contract Name:	

- ☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☐ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors at all tiers.

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**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name:	
Print Name:	Title
Signature:	Date:

REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING COLLECTION AND PUBLIC EDUCATION PROGRAM  
(BRC0000345)

COMPLIANCE WITH MINIMUM REQUIREMENTS

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PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

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

1. Proposing entity must have a minimum of 5 years of experience in planning and implementing public and/or private education and outreach/event programs. The proposal must include three examples of such programs that were completed within the last 5 years by the proposing entity.

**Important Note:** This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed.

- ☐ Yes. Proposing entity meets the experience requirement stated above.

**FORM PW-15**

Proposing Entity	Section/Page No. of Proposal containing comprehensive resume	Description of Experience  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.	Dates of Experience (Mth/Yrs to Mth/Yrs)

Programs' Names	Programs' Number of Years	Start and End Date of the Programs	Description of Service (Services must include planning and implementing public and/or private education and outreach/event programs)	Page No.
Example No. 1:				
Example No. 2:				

Example No. 3:				
----------------	--	--	--	--

☐ No. Proposing entity does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

2. Proposer's or its subcontractor's staff assigned to oversee this Program must have a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years. Such personnel must be identified by the proposer **in the proposal** and Form PW-15, Compliance with Minimum Requirements of the RFP. The proposal must include environmental-related public education campaign material examples, such as flyers, ads, (print and/or video), Public Service Announcement (print and/or video), posters, brochures, etc. to support this minimum mandatory requirement.

☐ Yes. Proposer's or its subcontractor's staff assigned to oversee this Program meets the minimum mandatory 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 support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Staff's Name	Description of Staff Experience (Experience must include environmental-related public and/or private education and outreach campaigns)	No. of Years of Experience	Start and End Date of Activity	Subcontractor (Y/N) Subcontractor's Name (If applicable)	Page No.

Staff's Name	Description of Staff Experience (Experience must include environmental-related public and/or private education and outreach campaigns)	No. of Years of Experience	Start and End Date of Activity	Subcontractor (Y/N) Subcontractor's Name (If applicable)	Page No.

☐ No. Proposer's or its subcontractor's staff assigned to oversee this Program does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

3. Proposer's or its subcontractor's staff must have a minimum of 3 years of experience conducting assessments and research evaluations.

☐ Yes. Proposer's or its subcontractor's staff meets 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 support this minimum mandatory requirement in order to provide for a meaningful evaluation)

Staff's Name	Description of Staff Experience	No. of Years of Experience	Start and End Date of Activity	Subcontractor (Y/N) Subcontractor's Name (If applicable)	Page No.

☐ No. Proposer's or its subcontractor's staff does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

4. Proposer or its subcontractor must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish.

☐ Yes. Proposer or its subcontractor meets the experience requirement stated above. (In addition to completing this form, as specified in Part I, Section 2.A.5, Experience, proposer must provide a detailed narrative in the proposal to support this minimum mandatory requirement)



Staff's Name	Description of Staff Experience	No. of Years of Exp.	Subcontractor (Y/N) Subcontractor's Name (If applicable)	Spanish			Page No.
				Speak (Y/N)	Read (Y/N)	Write (Y/N)	

☐ No. Proposer's or its subcontractor's staff does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

5. Proposer or its subcontractor must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Mandarin (Chinese).

☐ Yes. Proposer or its subcontractor meets the experience requirement stated above. (In addition to completing this form, as specified in Part I, Section 2.A.5, Experience, proposer must provide a detailed narrative in the proposal to support this minimum mandatory requirement)

Staff's Name	Description of Staff Experience	No. of Years of Exp.	Subcontractor (Y/N) Subcontractor's Name (If applicable)	Mandarin (Chinese)			Page No.
				Speak (Y/N)	Read (Y/N)	Write (Y/N)	

☐ No. Proposer or its subcontractor does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

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.

Proposer's Name:	
Address:	
Authorized representative:	
Signature:	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 multibillion 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:**

**<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>**

# 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

LOS ANGELES COUNTY  
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING  
COLLECTION AND PUBLIC EDUCATION PROGRAM  
(BRC0000345)

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SAMPLE AGREEMENT FOR  
REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING COLLECTION AND  
PUBLIC EDUCATION PROGRAM (BRC0000345)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2023, hereby agrees to provide services as described in this Contract for the Regional Used Motor Oil and Oil Filter Recycling Collection and Public Education Program.

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, Grant Guidelines; Exhibit H, Radio Script; Exhibit I, TV Script; Exhibit J, Flyer/Filter Coupon; Exhibit K, Oil Tip Sheet/Print Ad; Exhibit L, Functional Items; Exhibit M, Stickers; Exhibit N, Banners; Exhibit O, Release and Waiver of Liability Form; Exhibit P, CCC Site Visits; Exhibit Q, CalRecycle664 Form; Exhibit R, Used Oil Certified Collection Center Application Form; Exhibit S, CalRecycle165 Form; Exhibit T, Digital Media Name Instructions; Exhibit U, OPP10 Program Evaluation; Exhibit V, OPP9 Program Evaluation; Exhibit W, Developed Applications or Websites; and Exhibit X, CleanLA Flyer; 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 will be for a period of 1 year commencing on \_\_\_\_\_, or upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year period and a six month-to-month extension, for a maximum total Contract term of 4 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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 will bill monthly in arrears, for the work performed during the preceding month. Work performed will 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

SEVENTH: In no event will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage

change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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 X, inclusive, the COUNTY'S provisions will control and be binding

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

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

//

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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:

DAWYN R. HARRISON  
Interim County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type/Print Name

## SCOPE OF WORK

### REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING PUBLIC EDUCATION PROGRAM (BRC0000345)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Edna Gandarilla of Environmental Programs Division who may be contacted at (626) 458-6536 or [eganda@pw.lacounty.gov](mailto:eganda@pw.lacounty.gov), Monday through Thursday, 6:45 a.m. to 5:30 p.m. The CM is the only person authorized by Public Works to request work from the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in the CM.

B. Work Location

Contractor will provide and perform services solely within Los Angeles County.

C. Request of Work from Contractor

**The County may request contracted service from the Contractor on an on-call and intermittent basis.** 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. Introduction

The County covers an area of more than 4,000 square miles with a population of more than 10 million residents or nearly 30 percent of the entire population in the State of California. The purpose of this Regional Used Motor Oil and Oil Filter Recycling Public Education Program\_(Program) is to procure professional public affairs services to increase the public's environmental awareness, reduce illegal dumping incidents of used motor oil and oil filters, and to encourage Do-It-Yourselfers (DIYers) to recycle their used motor oil and oil filters at a State-Certified Collection Center (CCC). To achieve the Program's objectives, the County of Los Angeles Department of Public Works (Public Works) requires the Contractor to provide high quality public affairs and creative services, including media relations, event planning, logistical support, household hazardous waste disposal management, and program assessment.

E. General Background

Used motor oil and oil filters are often changed and recycled at quick lube establishments and auto repair shops. Used motor oil and oil filters are also changed at home by DIYers who may not be aware these materials are recyclable.

Used motor oil and oil filters are usually not recognized as recyclable materials and generally are not viewed as significant environmental pollution problems when improperly disposed of in small quantities. However, used motor oil is a natural resource that can be collected, refined, and used again. Used oil filters, if not properly drained, can retain approximately 10 ounces of oil. Such oil filters, when disposed of improperly, can damage the environment. Also, steel can be recovered from used oil filters and made into rebar or other products.

Motor oil in any form can potentially be harmful to people and pets and may contaminate the environment. Once used, motor oil has the potential for increased damage because it picks up metal and dirt particles from engine wear. In the ground, used motor oil can contaminate soil or seep into our drinking water. In the ocean, it can reduce the penetration of light and reduce the production of oxygen, stress animals living in water, or make human food sources unfit for consumption. Used motor oil illegally dumped into the storm drain system is not treated before it flows to local waterways, harming marine life and making it unsafe for human beings.

Used motor oil can contain such contaminants as lead, magnesium, copper, zinc, chromium, arsenic, chlorides, cadmium, and chlorinated compounds. Used motor oil poured down drains or onto the ground can work its way into our ground and surface waters and cause serious pollution. In addition, Federal reports indicate that used motor oil accounts for more than 40 percent of the total pollution of our nation's harbors and waterways.

F. Regional Used Motor Oil and Oil Filter Recycling Public Education Program Overview

Public Works administers a comprehensive public education program to encourage used motor oil and oil filter recycling. The contractor will provide assistance with the annual program elements including: paid media campaigns and media relations outreach; coordinating used motor oil and oil filter exchange events and filter coupon drives; attending community events; conducting Community Based Organization (CBO) outreach; negotiating and managing corporate partnerships with auto store chains; conducting outreach to local auto related businesses to encourage becoming certified collection centers and program assessment.



The Program's current primary target audiences are General Market (African-American and Caucasian), Hispanic, and Mandarin (Chinese) DIYers who change their own motor oil and oil filters. The secondary target audiences are Cambodian, Korean, Filipino, and Vietnamese DIYers, however, the CM may add new DIYer target audiences to the Program.

This Program is funded through Used Oil Payment Program grants from the California Department of Resources, Recycling, Recovery (Grant Guidelines), and the County of Los Angeles Solid Waste Management Fund. Approximately \$350,000 is received annually through CalRecycle Used Oil Payment Program grant funding which also includes contributions received from participating jurisdictions. Public Works funds the remaining balance of the Contract through the County Solid Waste Management Fund.

Grant funds are distributed by California Integrated Waste Management Board (CalRecycle) to all jurisdictions based on population. Public Works' grant is based on the population of the County unincorporated areas and all the participating jurisdictions for each grant cycle.

The Contractor will assist Public Works to perform all the Tasks as specified in this Scope of Work to align with the CalRecycle Used Oil Payment Program. The Contractor must comply with the Grant Guidelines (Exhibit G) to ensure compliance with all grant requirements. The Grant Guidelines may change during each Contract year and will be provided by the CM annually or as updates are issued by CalRecycle. Based on the priorities and requirements provided by CalRecycle each fiscal year, the Contractor may be required to update the annual Public Education Work Plan (Work Plan) to meet the requirements of the Grant Guidelines.

Some of the media strategies implemented by the County utilizing prior Contractor services have been based on maximizing reach and frequency within the target markets of DIYer oil changers. Print was used as a primary medium in creating awareness. In addition, billboards, bus shelters, and poster boards and social media were also used (i.e., Facebook, Instagram, Twitter, Eventbrite, and Nextdoor). The used motor oil and oil filter collection events were promoted through radio, print, and distributing flyers at community events, CBOs, and conducting neighborhood canvassing.

The County has encouraged DIYers to visit CCCs, such as O'Reilly and AutoZone stores, to recycle their used motor oil and used oil filters. Prior to the pandemic, County used motor oil and oil filter exchange events were held during a specific day and time where DIYers could take their used motor oil and used oil filters to a CCC. This was for recycling, and in exchange DIYers who brought in a used oil filter would receive a new one. During the pandemic closure, to comply with Public Health guidelines, coupons were provided to DIYers for download to redeem at a

CCC during normal business hours to receive a free oil filter in exchange for recycling an old filter.

Evaluation of the campaign has been vital to the work conducted annually. Each Task for the used motor oil and oil filter recycling campaign is evaluated separately. Awareness is measured through intercept surveys at the used motor oil and used oil filter exchange events and drives at CCCs and special events. Quantitative research is based on the number of gallons of used motor oil and oil filters collected at the CCCs and collection events, and the number of participants at the collection events. CCC store managers were also interviewed about the collection event at their store to determine the customers' and DIYers' feedback and effectiveness of the campaign efforts.

DIYers in the County dispose of used motor oil in the following ways:

- a. Take it to CCCs at no cost.
- b. Take it to a free County Household Hazardous Waste/Electronic Waste (HHW/E-Waste) collection event held at various locations throughout Los Angeles County or to one of the permanent centers operated by the County or City of Los Angeles at no cost.
- c. Take it to one of the County-sponsored permanent centers on County property, that are open to all County residents where they can take their used motor oil and oil filters at no cost.
- d. Participate in a curbside used motor oil collection program if this program is provided by cities within the County.
- e. Toss it in their trash.
- f. Pour it on the ground.
- g. Empty it into the storm drain system.
- h. Illegally dump used motor oil into the street, vacant property or sidewalk.

### **Program Objectives**

1. Continually improve DIYers' behavior in recycling used motor oil and oil filters among the following target audiences: Hispanic, Chinese, General Market, Filipino, Korean, Cambodian, Vietnamese, and other in-language DIYers. This is accomplished by developing and/or implementing existing or developing new strategies to motivate each of the target audiences to

recycle used motor oil and oil filters at CCCs and program-sponsored events, and through inspiring communication messages.

2. Increase knowledge and awareness about the consequences resulting from improper disposal and more significantly, continue to move the target audiences from the awareness stage to action and behavioral change, thus, leading to an increase in used motor oil and oil filter recycling.
3. Continually improve DIYers' behavior in recycling used motor oil and oil filters among the above-mentioned target audiences.
4. Identify opportunities to provide recycling education and oil filter exchange recycling events to underserved communities.

G. Applicable Federal, State, and Local Law

Since 1987, it has been illegal to dispose of used oil in the sewers, drainage systems, surface water, groundwater, watercourses, marine water, by domestic incineration, onto the land or in the trash. In 1991, the California State Legislature passed the Oil Recycling Enhancement Act to address the significant threat to the California environment from illegally dumped used oil. Also, CalRecycle is charged with overseeing the implementation of the act. The mission of CalRecycle's Used Oil Recycling Program is to discourage the illegal disposal of used oil and promote used oil recycling Statewide. Additionally, pursuant to Section 21.07 of the County of Los Angeles Flood Control District (District) Code, no person will discharge any material, solid or liquid, in any District storm drain that will impair water quality. Furthermore, the current National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4), Order No. R4-2021-0105, for the Los Angeles County prohibits illicit discharges to the MS4 (a conveyance or system of conveyances, including streets, curbs, gutters, catch basins, ditches, manmade channels, or storm drains).

H. Websites Regarding Environmental Programs

Links to local, Federal, and State environmental programs can be accessed through Public Works' website at [www.CleanLA.com](http://www.CleanLA.com).

I. Work Description

The Contractor will be responsible for all work necessary to plan, conduct, and evaluate the Los Angeles County Regional Used Motor Oil and Oil Filter Recycling Public Education Program. The Contractor will submit all program materials designed and produced under this Contract for written approval to the CM prior to reproduction and/or distribution.

The County owns all intellectual property rights to the graphics, flyers, Public Service Announcements (PSAs), and all materials developed for this Program as described in Exhibit B, Section 14 (Proprietary Considerations).

## J. Tasks/Deliverables

**Upon execution of the Contract, all current program materials, such as flyers, ads, PSAs, tip sheets, etc., will be provided to the Contractor, subject to the signing of any confidentiality agreement that may be required by Public Works. All program materials must be reviewed. The Contractor will provide recommendations in their written proposal to enhance the existing advertising and educational outreach materials and/or to develop/produce new program materials.**

The various Tasks must be completed and delivered to or as directed by the CM. A written justification will be provided to the CM when asking for a time extension on a deliverable.

In order to achieve the Program's goals, the Contractor will perform the following Tasks:

## Task 1: Regional Used Motor Oil and Oil Filter Recycling Public Education Work Plan

The Contractor must create and submit, on an annual basis, a Regional Used Motor Oil and Oil Filter Recycling Public Education (Work Plan). The Work Plan must outline strategies/approaches recommended to successfully reach the target audiences by addressing the recycling behaviors of each target audience to properly dispose of used motor oil and oil filters by recycling through available resources. These strategies/approaches may be informational campaigns and awareness campaigns through in-store or on-site promotions, events, paid media, community outreach, etc. The Work Plan must indicate the overall communications campaign objectives and strategies that would tie all campaign elements together to meet the objectives of the Program.

The Work Plan must include a brief summary of how each Task (Tasks 2-15 listed below) will be accomplished along with preliminary timelines, projected number of events for the Contract year, purchases (i.e., services, supplies, collateral materials, equipment, etc.), and site visits. Execution of Tasks 2-15 must adhere to the due dates listed in the applicable sections below.

The Work Plan must include the Contractor's organizational chart assigned for this Contract. The Work Plan must also include a rate sheet consistent with the sum amounts on the PW-2, Schedule of Prices, and include the name of each staff member (if available) and title/position.

The Contractor must establish and submit a proposed preliminary timeline for identified Tasks and activities in the Work Plan. The proposed preliminary timeline must show planning specifics for each activity, expected launch and duration of each activity, submission of creative requirements, media plan, monthly reports, evaluation, and annual report. The timeline must be updated as necessary to ensure a realistic outlook. This item is subject to review and approval of the CM.

The Work Plan must include a paid media campaign, media relations campaign, social media campaign, and CBO campaign during time intervals that will be approved by the CM. The Work Plan will encourage English and Spanish speaking target audiences to call Public Works' environmental hotline at 1(888) Clean LA, and/or visit the website [www.CleanLA.com](http://www.CleanLA.com), and for Mandarin speaking DIYers to call the Mandarin hotline at 1(866) 989-5279 in order to locate a collection site and CCCs near their home.

The Work Plan must include used motor oil and oil filter collection programs and public education elements. The Work Plan must include a program for collection of used motor oil and oil filters within the County and/or in participating jurisdictions, CCCs, and promote scheduled HHW/E-Waste collection events, etc.

The Work Plan must include collaboration efforts with CCCs to ensure the public is received well and assisted appropriately, and store managers support the Program's efforts. The collaboration efforts should also include negotiating partnership opportunities with private companies to leverage public funds available to accomplish the aims of the Program. CCCs Program support will include: collection of used motor oil and oil filters for recycling, conduct store promotions, etc., in conjunction with recycling programs at participating CCCs. The Contractor shall conduct outreach efforts to promote more CCC participation in cities/unincorporated areas in underserved communities.

The Work Plan must also include evaluation methods to assess the different campaign efforts. The Contractor must define the baseline for each applicable Program component and provide specific verified measures for the different campaign efforts. The Work Plan must annually determine the Program's effectiveness as verified by, but not limited to, an increase in awareness and used motor oil and oil filter recycling through County collection programs.

Ultimately, the Work Plan must communicate in such a way that it changes people's behavior that leads to an increase in used motor oil and oil filter recycling, which is crucial to the Program and CalRecycle's goals and objectives. The Work Plan must comply with CalRecycle's Oil Payment Program Guidelines (Grant Guidelines) for the Program, and identify how the Contractor will provide grant reporting documentation to the CM in a timely manner to comply with Grant Guidelines (*Exhibit G*).

**1a. Deliverable 1: Regional Used Motor Oil and Oil Filter Recycling Public Education Plan**

Deliverable 1 for the first Contract year must be submitted within 30 calendar days from Contract execution date. Deliverable 1 must be submitted within 30 calendar days prior to the anniversary date of Contract execution, and for all other subsequent Contract periods, if options to extend are exercised.

- a. Prepare and submit the Work Plan to the CM for review and approval including: organization chart; and staffing information; preliminary timeline of all Tasks; methodology to comply with Tasks 2-15; approaches to reach all target audiences; and evaluation methods to assess the different campaign efforts.
- b. CM may request modifications to the Work Plan to meet the Program's objectives and Grant Guidelines, whenever modifications are required during the Contract term.
- c. Contractor must staff and answer the Chinese hotline in Mandarin during specified hours to be able to communicate event information to Mandarin speaking DIYers.
- d. Upon approval by the CM, the Contractor will implement the Work Plan.
- e. Contractor will be paid at the lump sum amount specified in PW-2, Schedule of Prices, Task 1 Regional Used Motor Oil and Oil Filter Recycling Collection Public Education Work Plan for all work identified in this Task.

This deliverable of creating and submitting the Work Plan will be paid upon completion of the Work Plan by the Contractor and as approved by the CM.

**Task 2 Creative Development Plan/Advertising and Outreach Educational Materials**

The Contractor must prepare annually a Creative Development Plan and a detailed timeline based on the proposed preliminary timeline listed in the approved Work Plan (Task 1), that will include creative strategy, creative brief, and a presentation of the proposed campaign themes for the Work Plan. The Creative Development Plan must provide advertising, public education, and educational outreach materials that are visually appealing with inspiring messages and are engaging to diverse groups of County residents. It is important that all creative materials produced demonstrate the why, how, where, and convenience of used motor oil and oil filter recycling. It is also imperative that campaign themes developed and proposed by the Contractor can be adapted for other languages targeting different target audiences and for promotions and event materials. The Creative

Development Plan and detailed timeline are subject to the CM's review and approval.

All publicity and outreach educational materials developed throughout the term of the Contract must encourage behavioral change among the target audiences and, thereby, increase used motor oil and oil filter recycling.

The Contractor must develop and produce print, audio, and video PSAs for newspapers, radio, and television annually or as requested by the CM based on the approved Creative Development Plan (*See Exhibits H, I, and K*). All PSAs must be professionally recorded. All publicity and educational outreach materials will be submitted in English and other requested languages for the CM's approval. The Contractor will be responsible for the accurate translation of all publicity and education messages. The Contractor must submit the qualifications of the translators to the CM. Translators are subject to approval by the CM.

The Contractor must provide the names of its staff members, and/or subcontractors, who have at least 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in the Spanish and Chinese and other languages as appropriate. The Contractor must provide staff members' and/or Subcontractors' resumes, including their qualifications and experience.

The Contractor must develop and produce Program camera-ready outreach educational materials upon request of the CM. The Contractor will also be responsible for modifying camera-ready artwork necessary for all public education and media materials, including character-related artwork. These materials may include, but are not limited to, brochures, tip sheets, flyers, print ads, coupons, etc., (*See Exhibits J, K, and X*).

The Contractor will provide the CM with hard copies and electronic files of ALL produced materials, including ALL translated materials. All materials produced for this Program are subject to the CM's approval prior to production, printing, publication, and/or distribution.

All advertising and public education materials developed and produced by the Contractor, as appropriate must meet the acknowledgment and advertising/public education requirements as set forth in the Grant Guidelines (*See Exhibit G*) and must include the following:

- a. Information on the County's used motor oil/oil filter collection and recycling/disposal programs.
- b. A list of used motor oil collection centers within the targeted community, and a local telephone number or website to obtain further information on local

certified collection centers. The County will continue to use the 1(888) CLEAN LA hotline number.

- c. The acknowledgment of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle will not be used.
- d. The "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Used Oil Filters" as appropriate. On any material produced in four or more colors, use the state colors (blue oil drop on yellow background) for this logo. (The color designation for professional printing is Yale Blue-Pantone 286C; Golden Yellow-Pantone 123C.)

In addition, the Contractor must certify the minimum, if not the exact, percentage of post-consumer and secondary materials in the products, materials, goods, and supplies purchased with grant funds. If the item cannot be found or purchased with recycled content, the Contractor must inform the CM in writing, and also indicate where the Contractor looked to find a similar product with recycled content.

The County owns all intellectual property rights to the graphics, flyers, PSAs, and all materials developed for this Program as described in Exhibit B, Section 14 (Proprietary Considerations).

**2a. Deliverable 2: Creative Development Plan/Advertising and Outreach Educational Materials**

This deliverable (Creative Development Plan) is due 30 calendar days after the approval of the Public Education Plan (Deliverable 1) and must include:

- a. Provide a Creative Development plan that includes strategy, creative brief, and proposed campaign themes and provide an outcome of advertising, public education, and/or outreach messages that are engaging to diverse groups. Have inclusive and or representative outreach material for each target population.
- b. Develop, produce, print, and publish audio and video PSAs for (one each) newspapers, radio, and television upon approval of the Creative Development Plan by the CM. These PSA's must be professionally produced and/or recorded in English, Spanish, and Mandarin and any other in-languages a requested.
- c. Printing of educational outreach materials such as: tip sheets (2,500 copies), upcoming event/event flyers (12,500 copies), CleanLA flyers (2,500 copies), shelf talkers (100 copies), store banners (100 copies) and Household Hazardous Waste and Electronic Waste event schedules (2,500 copies) that will be distributed through Tasks 7 through Task 9. The



referenced quantities are estimates only; the actual number could vary from this estimate.

- d. The Contractor will be responsible for coordinating the appropriate translations through a translator for each required translation.
- e. The Contractor will propose and design new or revised outreach educational materials. These materials may include, but are not limited to, brochures, tip sheets, etc.
- f. All items produced must comply with the Grant Guidelines for all items/materials developed.
- g. All work identified in this Task is included in the rate for Task 2 in the PW-2 Schedule of Prices.

### **Task 3      Functional Items**

The Contractor must provide a detailed description and purchase functional items included in within the lump sum amount as specified on Form PW-2, Schedule of Prices, of the applicable Contract year, to be produced, purchased, and distributed to each target audience of DIYers. A functional item is an item that has a functional purpose associated with an environmental benefit (i.e., marine absorbent bilge pads, oil funnels, oil drain containers, oil change rags, new oil filters, Ziploc type filter bags, cardboard creepers, filter wrenches, dirty filter recycling containers, maps of collection centers, and tide charts). Functional items will include, but are not limited to, oil containers, oil filter containers, shop towels, funnels, and magnets (all items must include the 1(888) CLEAN LA hotline number). All functional items must be produced in English, Spanish, Mandarin and other languages as needed. Functional items must be purchased in order to supply amounts listed on the PW-2, schedule of prices for all of the filter exchange events/filter drives and special events for Tasks 7 and 8. The Contractor will propose the quantities to be distributed based on the location of the oil filter exchange events/filter drives and special events as applicable. The Contractor will specify the quantities to order in English, Spanish, Mandarin and other languages as appropriate based on the location of the oil filter exchange and community events as applicable and submit to the CM for approval.

The functional items must directly relate to and/or be used for used motor oil and oil filter collection and recycling needs, and/or be clearly linked to behavioral change that leads to an increase in used motor oil and oil filter recycling. That linkage must be documented with evaluation data related to used motor oil recycling or other sustainable behaviors. In addition, functional items must be

appropriate for the target audience(s), durable and not likely to be disposed of in a short time or contribute to the general waste or hazardous waste stream (i.e., any item containing mercury, etc.), and not promote a particular brand-name product or private business (*See Exhibit L*).

All items purchased and used in this Program are the property of the County and subject to the CM's written pre-approval prior to production, printing, publication, and/or distribution by the Contractor. The Contractor must submit vendor quotes for CM approval prior to purchasing functional items necessary for this Program. In complying with Grant Guidelines, all functional items developed and produced by the Contractor, as appropriate, must meet the acknowledgment, and advertising/public education as set forth in the Grant Guidelines and must include the following:

- a. Specific information on used motor oil/oil filter recycling.
- b. A list of used oil collection centers within the targeted community and/or a local telephone number or website to obtain further information on local collection centers. The County will continue to use the 1(888) CLEAN LA hotline number.
- c. The "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Used Oil Filters" as appropriate. On any material produced in four or more colors, use the State colors (blue oil drop on yellow background) for this logo. (The color designation for professional printing is Yale Blue-Pantone 286C; and Golden Yellow-Pantone 123C.) The Contractor must create/purchase and affix a sticker (*See Exhibit M*) to the used motor oil containers and the oil filter containers in English, Spanish, Mandarin and other languages as appropriate.

In addition, the Contractor must certify the minimum, if not the exact, percentage of post-consumer and secondary materials in the products, materials, goods, and supplies purchased with grant funds. If the item cannot be found or purchased with recycled content, the Contractor must inform the CM in writing, and also indicate where the Contractor looked to find a similar product with recycled content.

The Contractor must be responsible for the storage and delivery of functional items and for ensuring proper dissemination. Monthly storage costs will be reimbursed to the Contractor if preapproved by the CM. The CM reserves the right to not pay for any surcharge or rush fees that may be a result of a delayed submission or program implementation by the Contractor.

### **3a. Deliverable 3: Functional Items**

This deliverable is due within 60 calendar days of the approval of the Creative Development Plan, the Contractor must:

- a. Submit a detailed description of each functional item to be produced, purchased, and distributed per lump sum on the PW-2 and the individual items listed, on Schedule of Prices form. The Contractor must clearly identify the target audiences for each functional item purchased to the CM and request/receive preapproval before purchasing the functional items.
- b. Purchase functional items in English, Spanish, Chinese, and other languages as appropriate for this program. The Contractor must create/purchase and affix a sticker on the used oil container and the oil filter container in compliance with the Grant Guidelines in English, Spanish, Mandarin and other languages as appropriate.
- c. Submit storage fee cost as listed in the applicable lump sum Schedule of Prices form for all functional items for each month of each Contract year.

This deliverable will be paid as the functional items are purchased and stored by the Contractor.

### **Task 4 Paid Media/Media Relations Plan**

The Contractor must prepare a Media Relations Plan that is subject to approval by the CM. The Media Relations Plan must promote and advertise the 15 (Task 7) filter exchange/filter coupon drives and specify the proposed media outlets and a description about the media outlets, cost per quantity, reach and frequency, readership and/or circulation, and a media schedule. The ads must occur within 3 weeks of each event. The Media Relations Plan must include, but is not limited to, public affairs show, news or editorial coverage, print, radio and television ads and other traditional creative methods (not including social media, see Task 5) to increase public awareness of used motor oil and used oil filter recycling. The Contractor may also recommend possible promotions and sponsorships that are cost-effective and measurable. The Contractor must also negotiate for additional media values (i.e., added-value or pro bono campaign components) from media outlets to leverage the campaign. The Media Relations Plan must include outreach to media outlets, CBOs, and local businesses, such as public libraries, community centers, gas stations, etc., to help publicize the events and increase public awareness. The media plan must include data, goals, metrics, and related actions on how to better improve equity in underserved communities

Upon approval of the Media Relations Plan, the Contractor must coordinate with the media outlets and purchase media on behalf of Public Works. The Contractor

must submit media affidavits, taped on-air copies, and newspaper or magazine digital tear sheets at the conclusion of the media run to the CM with one copy each included as part of the backup documentation to the monthly invoices submitted and/or as part of the annual report.

The CM will authorize prepayment of media invoices upon the Contractor's justification that prepayment is required by the media outlet to confirm the ad schedule. The Contractor will be responsible for the timely submission of the prepayment media invoice(s) to the CM. Public Works reserves the right to not pay for any surcharge or rush fees that may be a result of a delayed submission or program implementation by the Contractor.

**4a. Deliverable 4: Paid Media/Media Relations Plan**

The Contractor must:

- a. Within 30 calendar days after approval of the Work Plan for the Program (Task 1), submit a Paid Media/Media Relation Plan to the CM for approval, which meets the Task 4 requirements and includes the costs for radio, newspaper, television PSAs, media relations efforts, etc.
- b. Implement the Paid Media/Media Relations Plan as approved by the CM.
- c. Submit media affidavits, taped on-air copies, and newspaper or magazine digital tear sheets as part of monthly invoices and/or as part the annual report (Task 14), after PSAs are aired, broadcasted, or published.
- d. Submit a list of media outlets and CBOs as part of the annual report (Task 14), that helped publicize each oil filter exchange events. This will also include target audience demographics, including underserved communities and projected paid and added-value audience impressions garnered for all media outlets and CBOs.
- e. Requests for prepayments to media outlets must be made to the CM 60 to 90 days prior to the media's deadline for publication.
- f. All costs to complete Task 4 including, but not limited to, preparation of Paid Media/Media Relations Plan and media buys are included in the lump sum amount as specified in Form PW-2, Schedule of Prices.
- g. Write calendar postings to promote each collection event/drive and provide to the various media outlets. Submit the calendar postings to the CM for approval 3 weeks before the event takes place before circulating to media outlets.

This deliverable (Paid Media/Media Relations Plan) will be paid as each media outlet has been approved by the CM and as ads are aired, broadcasted, or published and affidavits are approved verifying the ad placement. CBO outreach will consist of contacting the CBOs and offering to provide flyers about the events and general awareness flyers to be handed out to CBO customers or posted on their website or social media messaging.

#### **Task 5: Social Media Relations Plan and Social Media Advertisements**

The Contractor will prepare a Social Media Relations Plan that is subject to approval by the CM. Social Media is defined as interactive technologies that facilitate the creation and sharing of information, ideas, interests, and other forms of expression through virtual communities and networks. The Social Media Relations Plan must promote and advertise the 15 (Task 7) used motor oil and filter exchange events and filter coupon drives and specify the proposed social media outlets, including a description, cost per quantity, reach and frequency, readership and/or circulation, and a social media schedule. The social media ads will occur within 3 weeks of each event. The plan must include details of contractor's proposed social media outreach methods materials, and a breakdown of itemized costs with the sum equaling the Contractor's lump sum rate quoted in Form PW-2. Contractor must implement the Social Media Relations Plan as approved by the CM. The CM may, at their sole discretion, request or approve modifications to the Social Media Relations Plan and any Social Media Advertisement during the Contract term. The CM may request and approve modifications to the approved Plan and reappropriate or reallocate itemized costs consistent with the PW-2.

The Social Media Relations Plan must include, but is not limited to, outreach on Facebook/Meta, Instagram, Twitter, Eventbrite, Nextdoor, WeChat, WhatsApp, Line, TikTok and gas station ads. The Contractor must search for social media influencers who have a target audience that aligns with the program's goal to help promote/educate residents about proper recycling of used motor oil and used oil filters at CCCs.

The Contractor will create a Facebook/Meta business account, manage the account and develop content for the Facebook page including the purchase of Facebook media advertisements.

Upon approval of the Social Media Relations Plan, the Contractor must coordinate and pay to boost social media ads on behalf of Public Works. The Contractor must submit social media digital affidavits and/or tear sheets at the conclusion of the social media run to the CM with one copy each included as part of the backup

documentation to the monthly invoices submitted and/or as part of the annual report provided per Task 14.

The Contractor will also prepare social media postings to post on the various existing County social media platforms (i.e., Facebook/Meta, Instagram and Twitter).

The CM will authorize prepayment of social media invoices upon the Contractor's justification that prepayment is required by the social media outlet to confirm the ad schedule. The Contractor will be responsible for the timely submission of the prepayment social media invoice(s) to the CM. Public Works reserves the right to not pay for any surcharge or rush fees that may be a result of a delayed submission or program implementation by the Contractor.

#### **5a. Deliverable 5: Social Media Relations Plan and Social Media Advertisements**

The Contractor must:

- a. Within 60 calendar days after approval of the Work Plan for the Program (Task 1), submit a Social Media Relations Plan and Social Media Advertisements Plan to the CM for approval, which meets the Task 4 requirements and include the advertisement costs for various social media platforms such as Facebook/Meta, Google, Twitter, and social media influencers, etc.
- b. Create inclusive, and engaging ads using the target audiences being reached for Facebook/Meta, Instagram, Twitter, Nextdoor, Eventbrite, WeChat, WhatsApp, Line, etc. Work with local cities to promote used motor oil and used oil filter in-person filter drive events and filter coupon drives through social media. All social media postings and materials to be approved by CM prior to postings or distribution.
- c. Create and maintain a Facebook/Meta business account for the County's Regional Used Oil and Oil Filter Public Education program. Create/purchase advertisements on the Facebook business account on behalf of Public Works and obtain approval from CM before posting.
- d. Social media advertisements must be placed within 3 weeks of the schedule used motor oil and used oil filter exchange events/drives.
- e. Research, create and purchase ads or write articles about proper recycling of used motor oil and used oil filters that can be advertised

through social media influencers. The social media influencers must be in Los Angeles County who are influencers in the car industry (i.e., classic cars, modified cars, car models, car photographers) who have a viewership of at least 10,000 followers. The selected influencers must promote the filter exchange events/filter drives and promote the certified collection centers.

- f. Develop content material and manage the Facebook/Meta business account for the Regional Used Motor Oil and Oil Filter Recycling Public Education Program which will include but not limited to (i.e., information on CCCs, filter exchange events/drives, and how to properly store and recycle used motor oil/oil filters).
- g. All work identified in this Task is included in the rate for Task 5 in the PW-2 Schedule of Prices.

#### **Task 6      Website: FreeFilterLA.com**

The County's Information Technology Division (ITD) hosts and maintains the current FreeFilterLA.com website and will continue to do so.

The Contractor will review the website content (e.g., current resources, content information, layout/format, etc.) quarterly. During this review the Contractor must draw from experiences performing other tasks for this Program, along with current industry trends from other environmental education programs. The current website can be viewed at FreeFilterLA.com.

Based on review, the Contractor must submit recommendations for revisions to content and/or enhancements.

Enhancements and activities must include but are not limited to the following below (*See Exhibit W*) for additional requirements).

- Meetings and/or conference calls with CM and/or ITD.
- Design sessions with CM and/or ITD.
- Contractor to provide ideas, concepts, and options for the design and content.
- Contractor to provide requirements, text, content, comps, design, layout, wire frames, and/or mock-ups.
- Contractor to provide web-ready content, images, graphics, pictures, icons, etc.
- Contractor to design for 1024x768 screen size and also viewable on 800x600.
- Contractor to design for responsive layout.

The Contractor will provide the final design and layouts, along with content, text, images, graphics, pictures, icons, etc., to the CM. The Contractor will provide all the source files for ITD to program and code. ITD will test and deploy the website enhancements. The Contractor and CM will participate in user acceptance testing to provide approval prior to deployment.

The Contractor or subcontractor staff assigned to this Task must have a minimum of three years of experience within the last five years creating, designing, and enhancing websites.

The Contractor must provide hourly rate(s) for any enhancement work on the Schedule of Prices, Form PW-2. The CM must approve in advance, in writing, any such enhancement work before work begins. The Contractor will be paid upon County's acceptance of work, on an on-call basis based on the hourly rate specified in the PW-2.

Contractor must transfer all design concepts, source files, license rights, logos, images, icons, pictures, content, copyright, trademark, and any and all items produced as deliverables for Task 6, Website FilterLA.com will be owned by the County.

#### **6a. Deliverable 6 Website FreeFilterLA.com**

The Contractor must:

- a. Review the website content (e.g., current resources, content information, registrations forms, layout/format, etc.) quarterly.
- b. Provide the final design and layouts, along with the content, text, images, graphics, pictures, icons, etc., to the CM for review and approval.
- c. Provide all the sources files for ITD to program and code.
- d. Participate in user acceptance testing to provide approval prior to deployment
- e. Be paid upon final deployment/acceptance of each enhancement.
- f. All work identified in this Task is included in the rate for Task 6 in the PW-2 Schedule of Prices



## **Task 7:       Used Motor Oil and Filter Exchange Events/Drives**

The Contractor is responsible for coordinating and staffing fifteen oil filter exchange events/filter coupon drives throughout Los Angeles County. The Contractor must identify the fifteen exchange events/filter coupon drives that will most effectively target the various target audiences of DIYers at strategic locations within the County, including underserved areas. The CM will provide assistance to the Contractor to identify underserved areas. The Contractor must work and partner with automotive businesses such as O'Reilly Auto Parts, AutoZone, and other CCCs to cost-effectively implement these events.

The Contractor must provide to the CM with a list of all staff members who will staff the events. The list must include employee's resume, which must include their qualifications and experience, and a description of each employee's Tasks or duties at the event. The Contractor will also provide bilingual staff for the events, when necessary.

The Contractor must:

- a.     Submit a list of proposed used motor oil and used oil filter exchange events/drives within 60 days to the CM in advance of the proposed event date, location, time, and target audience. The exchange event/drives must take in consideration underserved areas to offer the exchange events/drives equitably.
- b.     Contact the used oil program representative of the City or County unincorporated area 3 months prior to the event date and indicate where the event will be held to avoid any conflicting events.
- c.     Plan, conduct, and implement the oil filter exchange events and/or filter coupon drives, that include, but are not limited to, the following event tasks: partnering with CCCs that are automotive businesses, such as O'Reilly Auto Parts and AutoZone Corporate or other similar auto parts stores corporate offices that accept used motor oil filters from the public; functional items coordination, booth setup, and staffing to distribute educational materials and functional items to participants.
- d.     Plan, conduct and implement the filter coupon drives, that include, but are not limited to, the following activities: partnering with CCCs that are automotive businesses, such as O'Reilly Auto Parts and AutoZone or other similar auto part stores that accept used motor oil and used oil filters from the public. The Contractor must utilize the FreeFilterLA.com website to distribute and monitor the coupon downloads as needed. The website users must complete an online survey in order to download the filter coupon to redeem at the CCC during store business hours.

- e. At a minimum, staff the oil filter exchange events with two to three staff members to conduct intercept surveys; distribute educational materials, functional items, and answer any questions regarding the Program. Contractor staff will be required to wear program T-shirts that should include (County, Public Works, and CalRecycle logos) including a name badge. The cost for the design, ordering and t-shirts and name badges must be included in the cost for this Task.
- f. Be responsible for submitting appropriate documentation and paying all applicable fees associated with conducting an event.
- g. As indicated under Tasks 2 and 3 and applicable to Tasks 7 and 8, order necessary outreach educational materials and functional items, and be responsible for vendor payments. Be responsible for the storage and delivery of the outreach educational materials, functional items, and transportation to and from the oil filter exchange event sites. The CM reserves the right to not pay for any damaged or misplaced outreach educational materials and functional items.
- h. Be responsible for supplying tables, chairs, and tents for events set-up in compliance with State and County Public Health guidelines (e.g., wash hands, wear face coverings, and maintain social distance).
- i. Be responsible for using existing or new promotional signage (stand-up banners) for events (*See Exhibit N*).
- j. Distribute outreach educational materials and functional items to the participating CCCs and identified strategic locations close to the event site, where DIYers and County residents will be reached to promote the event.
- k. Be responsible for the purchase of new oil filters to provide to event participants (one new filter per participant), the cost of the new oil filters provided at the oil filter exchange events should not exceed \$15 and attach the receipt of the new oil filters purchased to the appropriate monthly invoice.
- l. After each oil filter exchange event/drive, submit a summary report, including event statistics, photographs with signed copies of release and waiver liability forms (*See Exhibit O*), key points (event successes and challenges), and recommendations for future events.
- m. Prior to each filter exchange events and/or filter coupon drives, conduct outreach to event participating CCC and CCCs located within a 5-mile radius of the collection event location, to facilitate and maximize cross

promotional opportunities including working with the local organizations to conduct neighborhood canvassing or other outreach opportunities promote local CCCs and filter drive exchange events and/or filter coupon drives.

**7a. Deliverable 7: Used motor oil and used oil filter exchange events/drives**

The Contractor must:

- a. Submit the tentative timeline within 30 days of approval of the Public Education Plan of the fifteen oil filter exchange events/drives to the CM for approval, for each Contract year. The timeline should specify the name of the city or county unincorporated area where the event will take place, CCC event location, supervisorial district name, date of the event, and a justification of the recommended location. If a conflict occurs and requires a change to the event date, time, or location, a request must be submitted to the CM for approval at least 60 days prior to the initial event date.
- b. Submit a summary report, including all statistics, photographs with signed copies of waiver liability forms (*See Exhibit O*), key points, (event challenges and successes) and recommendations for future events within ten business days after each event has occurred.
- c. Submit a list of Contractor employees (including resumes) who will be responsible for staffing the collection events to the CM for approval.
- d. Work with local organizations to promote filter exchange events and filter coupon drives. Work with local organization to promote information on how to properly store and recycle used motor oil and used oil filters.
- e. All work identified in this Task is included in the rate for Task 7 in the PW-2 Schedule of Prices.

This deliverable will be paid as each collection event/drive is completed and the CM has approved the event summary report and all invoices pertaining to each event are submitted with monthly invoices.

**Task 8 Special Events**

The Contractor must identify six special events to attend, such as, but not limited to, auto events, community events/festivals, environment-related events, etc., during the term of this Contract, to enhance outreach to the target audiences, engage in personal communication with the target audiences, and as a community-based social marketing effort. These events need to be 8 hours or less and within the County limits, appropriate for promoting the Program, and other

County programs, such as the HHW/E-Waste collection events, as instructed by the CM.

The Contractor must submit to the CM for review and approval, the tentative spreadsheet of the six events that the Contractor plans to attend for each Contract year. The spreadsheet must include, but is not limited to, event background, date, location, expected attendance, demographics, method of participation, potential cost, and how participation will meet the objectives of the Program. The CM reserves the right to remove proposed events and/or add events not identified on the submitted spreadsheet.

The Contractor must:

- a. Be responsible for the overall coordination and implementation of the Program by representing Public Works at approved special events.
- b. Be responsible for submitting appropriate applications and paying all applicable fees associated with attending the special event.
- c. Staff each event with a minimum of at least three staff members. The request will include the list of staff, tasks of each staff member at the event, justification as to why additional staff is necessary, and associated costs. Staff will be required to wear the program t-shirts and badges as described in Task 7, Used Motor Oil and Filter Exchange Events/Drives. However, if needed, the Contractor must submit a request for additional staffing for a specific event that is subject to review and approval by the CM. Approved staff will be charged at the lump sum in Form PW2.
- d. Staff each special event for no more than 8 hours. The Contractor will submit for preapproval, the labor cost and justification if the event will require more than the 8 hours of labor per staff member staffing the event.
- e. The Contractor will provide to the CM, a list of all the Contractor's employee members who will staff the events. The list must include the employees' resume, including their qualifications, experience, and a description of each employee's Tasks or duties at the event. The Contractor must also provide bilingual staff for the events when necessary and indicate which staff members are bilingual and the languages they speak.
- f. Be responsible for providing tables, chairs, and tents for events setup on an on-call basis in compliance with County and State Public Health guidelines (i.e., wash hands, wear face coverings, and maintain social distance).
- g. Be responsible for using existing or purchasing new promotional signage (stand-up banners) and table clothes for events.

- h. Provide functional items to event participants.
- i. Be responsible for the storage and delivery of the functional items to and from the special event site. The CM reserves the right to not pay for any damaged or misplaced functional items.
- j. Submit a one-page minimum article with photographs and signed copies of waiver liability forms (See *Exhibit O*) after each event that may be used for publication in Public Works' newsletter, other County newsletters or local newspapers, and for submission to CalRecycle.
- k. Submit a summary report with visuals (i.e., photographs) with copies of waiver liability forms (See *Exhibit O*) after each event, and an overview of event specifics.
- l. Ensure all of the Contractor's staff members will have the following minimum qualifications to represent the Program at events (any exceptions that are recommended by the Contractor are also subject to the approval of the CM):
  - 1. Ability to present the Program using a high degree of independence and resourcefulness.
  - 2. A strong knowledge of the environment and the issues addressed by the Program.

**8a. Deliverable 8: Special Events**

The Contractor must:

- a. Submit a tentative special event spreadsheet within 30 days of approval of the Public Education Plan to the CM for approval. The spreadsheet should specify the name of the six events, City or County unincorporated area where the event will take place, estimated number of people attending the event, date of the event, and the justification for participating in this event.
- b. Submit a list of Contractor employees (including resumes) within 45 days of the approved Contract of who will be responsible for the special events to the CM.
- c. One week after each event, the Contractor must submit a one-page article, including photographs with signed copies of waiver liability forms (See *Exhibit O*), and photo captions to the CM for approval.

- d. One week after each event, the Contractor must submit a summary report, including all highlights, photographs with signed copies of waiver liability forms (See *Exhibit O*), key points (successes and challenges), and recommendations for future events.
- e. All work identified in this Task is included in the rate for Task 8 in the PW-2 Schedule of prices and will be paid as each special event is completed.

## **Task 9      Certified Collection Center's Outreach Plan/Implementation**

The Contractor will prepare and submit to the CM a CCCs Outreach Plan for DIYers (for the CCCs in the County unincorporated areas and in the cities, that are regional partners with the County) target audiences and corporate offices of automotive businesses to promote used motor oil and oil filter recycling. In addition, the CCCs Outreach Plan must include, but is not limited to, in-store promotions, such as shelf talkers, counter mats, floor graphics, etc. The Contractor must be responsible for working with the CCCs, securing corporate approval for any possible partnership or promotion, etc. Upon approval of the CCCs Outreach Plan, the Contractor will implement the Outreach Plan and must distribute outreach educational materials, and conduct promotions at the identified CCCs. The Contractor must propose methods on how to reward or acknowledge the CCCs and CCCs staff for participating in the campaign and for supporting the Program. This Task does not call for recruitment and certification of new collection centers.

### **9a. Deliverable 9:      Certified      Collection      Center's      Outreach Plan/Implementation**

The Contractor must:

- a. Within 30 calendar days of approval of the Public Education Plan, the Contractor will submit a CCCs Outreach Plan/Implementation to the CM for approval.
- b. Execute the CCCs Outreach Plan/Implementation that was approved by the CM.
- c. Provide materials as needed to the CCCs, including but not limited to flyers, ads, shelf talkers, etc. Ask CCCs to assist in promoting the filter exchange events through their social media platforms, corporate website, or other means of advertisement through the CCCs.
- d. All work identified in this Task is included in the rate for Task 9 in the PW-2 Schedule of Prices.

## **Task 10      Certified Collection Centers Site Visits**

The Contractor must conduct site visits to the CCCs in the County unincorporated areas and in the cities, that are regional partners with the County as part of the Grant Guidelines grant cycles (*Exhibit G*) of each CCC location. Per each grant cycle, there may be additional CCCs added.

The Contractor must complete the CCC checklist for each store/center visited as required by CalRecycle. The Contractor must provide all pertinent information in relation to used motor oil and oil filter recycling to the CCCs and submit an online request form to CalRecycle for each CCC that has requested used motor oil signs in addition to following up with CalRecycle and the CCCs to confirm signs have been received by the CCCs. The requested signs will be sent to each store by CalRecycle. Appropriate promotional materials should be distributed to the CCCs.

The Contractor must provide an overall evaluation of the site visit that will include observations, analysis, and recommendations. The Contractor must submit the completed Grant Guidelines Form 664, Certified Center Site Visit Checklists (See *Exhibit Q*), master list of the centers visited, and the evaluation report to the CM for review and approval. The CM may request additional documents from the Contractor, as deemed necessary.

Site visits must be conducted twice at each location during each Contract year, at a minimum, on dates to be determined, mutually agreed upon by the Contractor/CM. As requested by the CM, the Contractor must conduct a follow-up visit or phone call. Staff conducting the site visits are required to wear the program t-shirt and badge as described in Task 7, Used Motor Oil and Filter Exchange Events/Drives.

The list of CCCs (See *Exhibit P*) may vary per Contract year depending on the number of CCCs of the regional participants, or if CCCs closed or withdrew from the Program. Prior to the site visit, the Contractor must verify the County's CCCs list with the CCCs listed on the CalRecycle website. The Contractor must submit the final list of CCCs and a questionnaire to the CM for review and preapproval before commencing the site visits.

### **10a.    Deliverable 10: Certified Collection Centers Site Visits**

The Contractor must:

- a.    Ensure a minimum of two site visits per Contract year are conducted 90 days before the end of each Contract year for each location, on dates mutually agreed upon by the Contractor/CM.

- b. Submit a list of questions to the CM for preapproval 30 days before the site visits occur that will be asked to the store manager.
- c. Submit a CCCs site visit report within five calendar days at the conclusion of each site visit cycle, including Form 664 (See *Exhibit Q*), photos, or any other supporting information requested by the CM.
- d. Submit the completed CCC checklists, spreadsheet of CCCs visited, photos of CCCs visited, and evaluation report to the CM 30 days after each round of site visits has been completed.
- e. Coordinate ordering signs through CalRecycle or other required documents for the store's compliance with Grant Guidelines 10 days after the site visits have been completed.
- f. Conduct follow-up visits or phone calls as required or requested by the CM.
- g. All work identified in this Task is included in the rate for Task 10 in the PW-2 Schedule of Prices.

#### **Task 11 Recruitment of Auto related Business to become CCCs**

On an annual basis, the Contractor must conduct research/evaluations of cities/unincorporated areas within Los Angeles County that have very limited or no CCCs specifically in underserved areas. Contractor must identify potential businesses and will conduct site visits to the auto related businesses by promoting the benefits of becoming a CCC. The Contractor will provide assistance and guidance to interested business owners/managers on how to complete and submit the form Used Oil Certified Collection Center Application form (CalRecycle 29, *Exhibit R*) to CalRecycle. The Contractor must provide assistance as needed to the businesses after they become a new CCC. The Contractor must act as liaison between the new CCC and CalRecycle.

##### **11a. Deliverable 11: Recruitment of Auto related Businesses to become CCCS**

The Contractor must:

- a. On an annual basis identify cities/unincorporated areas that have limited or no CCCs. Conduct outreach by conducting approximately 10 site visits annually to auto related businesses to promote becoming a CCC and provide assistance and guidance in completing forms for submittal to CalRecycle. Staff must wear the program t-shirt and badge as described in Task 7, Used Oil and Filter Exchange Events/Drives.



- b. Provide assistance as needed to the business after they become a new CCC including but not limited, answering questions, ordering CalRecycle signage, etc.
- c. Act as liaison between the new CCC, Public Works, and CalRecycle.
- d. All work identified in this Task is included in the rate for Task 11 in the PW-2 Schedule of Prices.

## **Task 12      Program Evaluation**

The Contractor must conduct research studies and evaluations, such as, but not limited to, qualitative and quantitative research, pre-awareness and post-awareness studies, etc., to measure Program effectiveness, (*See Exhibits U and V*). Evaluation methods need to focus on measuring the target audiences' current behavior of disposing of used motor oil and oil filters as well as measuring their behavior after being informed through the Program. Programs implemented at the CCCs must also be evaluated.

Past evaluation methods have included intercept surveys using electronic tablets conducted at used motor oil and used filter collection events, monitoring the number of calls to the hotline, number of participants at collection events, number of people reached through media buys, and number of used oil filters and gallons of used motor oil collected at CCCs and collection events. Evaluations should be administered for all program Tasks. The Contractor must include the survey findings and recommendations for Program modifications as part of Task 14, Annual Report.

The Contractor must also include each Task that will indicate the challenges encountered analyses, and recommendations. Lessons learned must be incorporated in future outreach efforts during subsequent Contract years.

The Contractor must maintain and store all completed survey forms gathered at collection or special events that are subject to a State audit, up to 3 years after the Contract term has ended and/or grant is closed.

### **12a.    Deliverable 12: Program Evaluation**

The Contractor must:

- a. Conduct Program assessments and submit a comprehensive Program Evaluation summary as part of Task 14, Annual Report with analyses and recommendations based on surveys and studies to the CM prior to the end of each Contract year.

- b. All work identified in this Task is included in the rate for Task 12 listed in the PW-2 Schedule of Prices.

### **Task 13: Program Participation Data**

The Contractor must:

1. Create and provide the CM with a monthly spreadsheet on Excel that lists all of the filter exchange events/drives conducted with date (sortable by fiscal year, contract year, calendar year, etc.), location, address, quantity of used motor oil collected and used oil filters collected, County Supervisorial District, identifies if the events were held in an incorporated city/unincorporated area, and identify underserved areas. The Contractor is required to respond to such requests within 1-2 business days.
2. Create map of Los Angeles County on an annual basis that plots the events/drives conducted and look at underserved areas for future events. Create maps and provide copies to the CM in PDF format. The map will be 8.5 x 11.0 in, in size.
3. Track the new businesses reached in cities/unincorporated areas that have been reached in the Countywide and the unincorporated areas in a separate excel spreadsheet. In addition, the Contractor must track businesses that decline becoming a CCC. Record the businesses reasons for declining name, address, phone number and the County Supervisorial District for any time period contract year, calendar year, fiscal year, etc. Any time during the duration of this Contract, the CM may request such information. The Contractor is required to respond to such requests within 1-2 business days.

#### **13a. Deliverable 13 Program participation data**

- a. Provide annual spreadsheet for all in-person filter drive exchange events and/or filter coupon drives conducted including total used motor oil and used oil filter collected, per fiscal year, per calendar, and per contract year.
- b. Provide a map of Los Angeles County, on an annual basis which plots the geographic areas of the used oil exchange conducted for the contract year.
- c. Track and create a spreadsheet on an annual basis of the new businesses that have become or declined becoming a CCC. This will ensure outreach efforts have been made throughout Los Angeles County reaching the underserved areas.
- d. All work identified in this Task is included in the rate for Task 13 in the PW-2 Schedule of Prices.

The following links provided below are examples of software applications that may be used to geographically locate and plot filter exchange events/drives and CCC on a map.

- QGIS by OSGeo: <https://qgis.org/en/site/about/index.html>
- ArcGIS Online by ESRI: <https://www.esri.com/enus/arcgis/products/arcgis-online/overview>
- ArcGIS Ent. By ESRI: <https://www.esri.com/enus/arcgis/products/arcgis-enterprise/overview>

#### **Task 14      Annual Report**

CalRecycle requires all grantees to submit an Annual Report on all active or open grants August 15 of each fiscal year. The report must describe the Program's activities and must include all items required by Grant Guidelines. The annual reporting period covers the County's traditional fiscal year of July 1 through June 30.

In order for Public Works to meet this requirement, the Contractor must submit to the CM for review and approval, a preliminary report on the Program's activities that include all the items required by Grant Guidelines by May 31 of each Contract year. For any events occurring in June, an Appendix Report must be submitted to cover June 1 through June 30.

The Contractor must prepare and submit an Annual Report within 60 days at the conclusion of each Contract year. The report must include the preliminary report, and the following information as indicated on the Grant Guidelines and other data that the CM might request at the end of this Contract:

- a. Comprehensive report of Program components
- b. Evaluation of the effectiveness of the Program that includes, but is not limited to: research results, analyses, findings, problems encountered in the implementation and operation of the Program, recommendations for Program enhancements, etc.
- c. Monthly reports, budget reports, and any pertinent correspondence pertaining to the charges or adjustments
- d. Copies of permits or agreements as required for grant-related activities
- e. Copies of completed Certified Collection Center Site Visit Checklists (CalRecycle Grant Form 664, See *Exhibit Q*) compiled and submitted for Deliverable 8

- f. Copies of signed and detailed Personnel Expenditure Summary Form (CalRecycle Grant Form 165, See *Exhibit S*) for each employee of the Contractor and Subcontractor working on the Contract for the entire Contract year that will be submitted with monthly invoices
- g. Samples of Outreach Educational Materials and Functional Items (See *Exhibits H - N*)
- h. A minimum of one copy of produced and/or digital newspaper and/or magazine PSAs to be submitted with the monthly invoice and/or the annual report
- i. Photographs of each event attended or conducted that were previously submitted with event reports. Photos must be properly grouped together and labeled
- j. The Contractor must attain release and waiver of liability forms (See Exhibit O) for photos taken of attendees at each event
- k. Samples of final television, print, radio ads, and copies of approved final scripts. A final copy of each ad in the appropriate media format (See *Exhibits H, I, K, and S*)
- l. Copies of approved and published articles, and social media messaging
- m. Electronic files of all reports, articles, and research or evaluation results to the CM in Word, Excel, and PDF formats
- n. Other Grant Guidelines reporting requirements

**14a. Deliverable 14: Annual Report**

The Contractor must:

- a. Submit a preliminary report due May 31 of each Contract year describing the Program's activities conducted during the County's traditional fiscal year from July 1 through June 30 to the CM. The preliminary report must include a summary of all Tasks, problems encountered, recommendations and/or modifications to the Program, and all items required by CalRecycle.
- b. An Appendix Report covering the period following the end date of the preliminary report will be submitted 10 days before the end of the Contract year.
- c. All work identified in this Task is included in the rate for Task 14 in the PW-2 Schedule of Prices.

This deliverable will be paid based on the satisfactory completion of annual report and the approval of the CM.

## **Task 15 Additional Tasks**

Based on evaluation of Program efforts and/or in response to expanded or unexpected requirements and priorities of Grant Guidelines and Public Works, the CM may ask the Contractor to implement strategies, elements, promotions, activities, events, etc., not outlined here or previously mentioned in this Scope of Work. Some examples of these additional services for this Task can include coordination of press conferences, general outreach to the County unincorporated areas, Countywide outreach, and coordinate/attend additional special events or community events not specified under Task 8, Special Events. The Contractor may also recommend additional outreach methods for the DIYers under this Task. An approximate total of 500 staff hours is allotted for this Task.

### **15a. Deliverable 15: Additional Tasks**

As the Contractor, may be asked to implement strategies, elements, promotions, activities, events, etc., not outlined here or previously mentioned in the Scope of Work, the Contractor will be paid based on the Contractor's satisfactory deliverable of either the total completed deliverable (s) or at agreed upon intervals. The On-Call Hourly Rate will be provided by the Contractor and will not be calculated as part of the Total Proposed Price and will be performed with prior written request and approval by the CM. Public Works reserves the right to negotiate the required hours needed to perform the requested on-call Task(s).

#### **K. Hours and Days of Service**

Hours of services will be primarily 8 a.m. to 5 p.m., Monday through Friday, each week, except County observed holidays, at which time the service must be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

L. Utilities

The County will not provide utilities.

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Special Safety Requirements

1. In performance of Contract, precaution must be exercised by the Contractor for the protection of persons, including employees and property. Contractor must comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. Contractor must provide all safety devices, safeguards, and protective equipment, and take any other needed actions on its own volition, or as Public Works may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.
2. All Contractor's personnel must be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
3. Suitable clothing, gloves, masks, and shoes that meet Cal/OSHA requirements are required.
4. Contractor must do the following for safety issues:
  - a. Public Safety: Contractor must perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's CM; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
  - b. Emergency Response: When the emergency involves injury to a member of the public, Contractor must call 911, stay with the injured person until help arrives if doing so does not pose a risk to the County or Contractor staff, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
  - c. Contractor must file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the

forms to the CM within two business days or first day of the next business week. PWR will provide the report form.

O. Responsibilities of the Contractor

The Contractor must:

1. Maintain a minimum of 5 years of experience in planning and implementing public and/or private education and outreach/event programs. Subcontractor(s) are not allowed.
2. Ensure Contractor's or its subcontractor's staff assigned to oversee this Contract has a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years.
3. Ensure Contractor's or its subcontractor's staff has a minimum of 3 years of experience conducting assessments and research evaluations.
4. Ensure Contractor or its subcontractor has a minimum of two outreach staff have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish.
5. Ensure Contractor or its subcontractor has a minimum of two outreach staff have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Mandarin (Chinese).
6. Ensure electronic tablets are provided to participants for survey assessments.
7. Ensure on-site supervisor can communicate in English, Spanish, and Asian languages as/when applicable to Contract deliverables.
8. Ensure photo I.D. badges are worn by all employees on the job at all times.
9. Ensure uniforms are worn by employees on the job at all times.
10. The Contractor must appoint a full-time employee of the Contractor to serve as the Contractor Representative (CR). The CR must provide overall management and coordination of this Contract and act as the main contact with Public Works. The CR must have full authority to act for Contractor on all Contract matters relating to the daily operation of this Contract including answering questions and responding to emergencies.

11. Aside from the CR, the Contractor must assign a dedicated team who will be working on the specified Tasks and corresponding deliverables and meet deadlines. The Contractor must submit to the CM, an organizational chart of the team assigned to this Program listing the responsibilities of each staff member.
12. The Contractor must be responsible for complying with the Oil Payment Program grant requirements, and terms and conditions (*See Exhibit G*), particularly on Advertising/Public Education Requirements, Items required for Public Works' Annual and Final Reports to CalRecycle, State-certified collection center Site Visits, Supporting Documentation for All Expenditures, and Audit Considerations.
13. The Contractor must not implement any service without obtaining prior approval from the CM. Public Works CM reserves the right not to pay the Contractor for any related costs incurred on the implementation of a service without approval from the CM.
14. For any proposed changes or delays to the Work Plan, budget Plan or program Tasks, the Contractor must provide an explanation and justification to the CM and secure prior approval.
15. For Tasks that involve or require functional items/educational materials, the Contractor must be responsible for the storage and delivery of the functional items/educational materials to and from the collection or sponsored event site. The CM reserves the right not to pay for any damaged or misplaced functional items/educational materials, and for surcharges or rush fees that are a result of poor planning and coordination of the Contractor.
16. The Contractor must be responsible for accurate record keeping of all files that are subject to a CalRecycle audit for up to 3 years after the Contract term has ended and/or grant is closed.
17. All records must be properly organized per grant cycle and Contract year and must be readily available. In the event that the Contractor has misplaced files, the CM reserves the right not to pay for the time incurred by the Contractor for locating any misplaced files.
18. Ensure that all expenses are within budget per Task and annual Contract budget.
19. All invoices, budget reports, monthly status reports, and all supporting documents submitted to the CM must be reviewed for accuracy by the Contractor.



20. Submit a revised staffing plan to the CM for approval in the event of staffing turnover, whenever turnover occurs.
21. Provide a digital image of each premium item and all final printed outreach educational materials and functional items. The photographs of the educational outreach materials/functional items must show compliance with procedures (i.e., oil logo, hotline number, etc.). More than one digital image may be submitted, if needed to capture all required components or to accurately illustrate the items. If compliance with procedures cannot be clearly captured in a photographic image, then an original educational material/functional item must be submitted.

All reports, ads, and other educational materials prepared by this Contractor under the Contract must remain Public Works property and must be delivered to the CM at the end of each Contract year.

The Contractor must supply Public Works with all finished uncompressed projects (video, audio, and print). The Contractor must also supply all original elements used to create any project. This includes, but is not limited to, original uncut footage, audio, music, sound effects, original photographs (not down-resed), clip art, vector art, stock elements, or fonts. The original project file must be included (i.e., Premiere, After Effects, Adobe Photoshop, Adobe Illustrator, InDesign project files).

Graphics and photos must be compatible with the most current versions of the Adobe Creative Cloud applications. All images and graphics are to be in formats, such as .jpg, .tif, Adobe Illustrator (.ai), Adobe Photoshop (.psd), or InDesign (.indd) files. Images are to be maintained in an editable format with no constraints on ability to use the materials. Any other special font used in the materials should be provided in TrueType format. Whenever possible, materials should be produced on 8 1/2- by 11- inch, 8 1/2- by 14- inch, or 11- by 17-inch paper.

Video projects will only be created using the most current versions of the Adobe Creative Cloud applications. The Contractor must use Public Works project templates unless otherwise specified. Public Works will provide the Contractor with the media folder structure for video projects. No third-party plug-ins will be used unless specified by Public Works.

When the size of a project and its associated media is less than 1GB, the media may be delivered via hard drive, disc, flash drive, or FTP. When the size of a project and its associated media exceeds 1GB, the media is to be delivered via flash drive or hard drive only. The Contractor's hard drive must be Mac formatted and have a FireWire 800 connection. Hard drives

or flash drives are the property of the Contractor and will be available for pickup only.

The Contractor must follow the creative standards as outlined (See *Exhibit T*) especially for all naming conventions on how to name digital media).

The Contractor must not, at any time, reproduce and/or distribute any artwork, negatives, press proofs, software, printer's plates, or public outreach materials without the CM's prior written approval.

All legal rights and privileges of the campaign program materials, in whole or in part, are retained by the County. No parts of the campaign may be used for any purposes without the prior consent of the CM. The Contractor is allowed to retain one printed copy of materials developed under the Contract for State audit purposes, or to use as an example of work solely for soliciting future Contracts or similar business purposes.

Modifications to the format of the annual report and additional reports to meet Grant Guidelines requirements may be requested by the CM at any time and must be submitted in an acceptable format and in a timely manner.

22. Schedule a meeting with the CM and staff within ten calendar days of the approval of this Contract by the Board.
23. Schedule monthly meetings for the duration of the Contract.
24. Submit the Agenda in an electronic format for each month meeting to the CM at least five working days prior to the meeting.
25. Submit minutes of the meetings with agreed upon action steps and deadlines for the review and approval by the CM within three calendar days after the monthly meetings.
26. Submit the approved minutes of the meetings and/or revised minutes of the meetings in an electronic format to the CM.
27. Submit monthly status reports along with the monthly invoices within five calendar days of the conclusion of each calendar month. The monthly report may include, but is not limited to, a comprehensive list of accomplishments achieved in the past month, status and progress of each Task and activity, action steps for the upcoming month, and deadlines.
28. Include an updated campaign timeline when submitting the monthly status reports, if necessary, or as requested by the CM.

P. Responsibilities of Public Works

The CM will administer and monitor this Contract for compliance and act as the Contractor's contact with Public Works. The CM will keep the Contractor informed as to current significant Public Works and CalRecycle policies and procedures relating to the requested work. The CM will provide to the Contractor a copy of all pertinent Grant Guideline requirements and procedures. The CM will work and obtain approval from the CalRecycle Grant Manager on all grant-related projects and activities.

The CM has the option to discontinue any approved Task as determined to be the best interest of the County due to time constraints and cost-effectiveness concerns or otherwise. The CM has the right to reallocate any unspent funds or not spend, if not necessary.

Q. Contractor Safety Official

The Contractor must designate in writing a Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official must be available at all times to abate any potential safety hazards and must have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official will 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.

R. Liquidated Damages

1. In any case of 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 must 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.
  - g. 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 will pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract or approved by Contract Manager.
  - 4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

S. Contract Cost

All services required in this Exhibit A, Scope of Work, must be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

T. Invoices

The Contractor will be responsible for the timely submission of monthly invoices and prepayment invoices to Public Works. Each invoice submitted by the Contractor must clearly indicate the Contract number, the Task(s) performed, a breakdown of staff and rate per hour, staff hours, explanation of Tasks performed by each staff member, all applicable receipts, timesheets of all staff working on the Program, Subcontractor's vendor receipts/invoices, and Subcontractor's breakdown of staff and rate per hour, staff hours, and explanation of Tasks performed by each Subcontractor's staff in a format that is acceptable to Public Works' and CalRecycle. Each invoice should be detailed with a corresponding amount for clear reporting to CalRecycle.

**It is mandatory for the Contractor, on-site supervisor, Contractor's staff, and all Subcontractors and their staff working on this Program to complete the following CalRecycle grant form: CalRecycle 165, Personnel Expenditure Summary, See Exhibit S, for each Task they will work on. The Personnel Expenditure Summary form must be attached to each invoice submitted to Public Works. The Personnel Expenditure Summary must be complete, detailed, clear, and accurate.**

The Contractor will be responsible for the clarity, accuracy, and completeness of all invoices submitted to Public Works. All invoices are subject to the CM's review and approval. A monthly status report must be included with the invoices. The CM may request additional information from the Contractor to justify the charges or fees on the invoices. The Contractor must be prepared to respond to the CM's requested additional information with their back-up information. The CM reserves the right not to pay for the hours incurred by the Contractor in answering the questions and providing information to the CM. The CM reserves the right to reduce the hours charged for certain Tasks, if deemed unnecessary or unjustifiable.

Invoices will be due to Public Works within a time frame to be determined by the CM.

U. Research Studies

The following research studies are referenced in Exhibit U, OPP10 Final Report, and Exhibit V, OPP9 Final Report.

V. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor must not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B

W. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

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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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must be interpreted as follows:

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

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, Los Angeles County 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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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. Los Angeles County 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 will 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 will 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 will 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 will 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 will 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must 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 delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
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, will 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 will 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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses must 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 must 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 will, 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must 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 must 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 must 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, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to County. Full written disclosure must include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Reemployment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the

Contractor must 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 must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@opportunity.lacounty.gov](mailto:BSERVICES@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will 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 will 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 will 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. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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 must 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 must 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 must be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor must indemnify, 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. Counterparts and Electronic Signatures and 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 will 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 must 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 will 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, will 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 must 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 must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, 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 must 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 will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will 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 must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must be addressed to:

Contracting Manager, Business Relations and Contracts Division  
Los Angeles County 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor must develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor must not, and must 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 will 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 must 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 B, 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 must 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 will not in any way be liable or responsible for the disclosure of any such records including, without 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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 must 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 must 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will 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 Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole



discretion, must 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 to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will 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 must 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 obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 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 must 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 must 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 must 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 will 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 will 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 must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must ensure delivery of all such documents to Business Relations and Contracts 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must 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 will 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 must notify its employees, and must 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 must 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.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor must provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor must be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor must indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor will be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on

specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

## 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 will 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 will 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 will 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 will 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 must:
  - 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 must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor must 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 must be delivered to County upon request and must 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must 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 will 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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 will 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, must 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 will 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 will 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 must cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor must carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

- 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 must 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 must 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 will be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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 must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor must 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 will 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must 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 must 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 must 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates must 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 must 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 must match

the name of the Contractor identified as the contracting party in this Contract. Certificates must 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), must be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Public Works  
Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: Contract Analyst (noted in the RFP Notice)

- e. Contractor also must 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 must 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 must 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 must 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 must 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 must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must 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 must 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 must 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 Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must 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 must 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 must 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it must 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 must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) 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 must 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 must 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 must 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 must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must 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 \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement's expiration, termination, or cancellation.
5. Intellectual Property: Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third-party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1,000,000 per occurrence. If this insurance is written on a claims made form, Contractor must either: (i) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

## 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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will 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 Contractor Hearing Board.

E. Subcontractors of Contractor

These terms must also apply to Subcontractors of County Contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

## 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 must have and adhere to a written policy that provides that its Employees must 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at [www.babysafela.org](http://www.babysafela.org).

## SECTION 9

### SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor must 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 SE.

Contractor must 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 SE.

If Contractor has obtained County certification as a SE 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, Contractor must:

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 will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 10

### LOCAL SMALL BUSINESS ENTERPRISE 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 must 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 must 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, must:
  - 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 must 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 11

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor must 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 must 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, must:
  - 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 an amount of not more than 10 percent of the amount of the 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. Notwithstanding any other remedies in this contract, the above penalties will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 12

### 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, will 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 will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

## SECTION 13

### COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit

purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  2. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.



## SECTION 14

### 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 will 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 will 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 must execute all documents requested by County and must 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 will have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County will 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 must 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 must 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 must affix the following notice to all County Materials: "@ Copyright 2021 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor must affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County will 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 2021)

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

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#### 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 whose wages 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 Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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 7, 2022.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

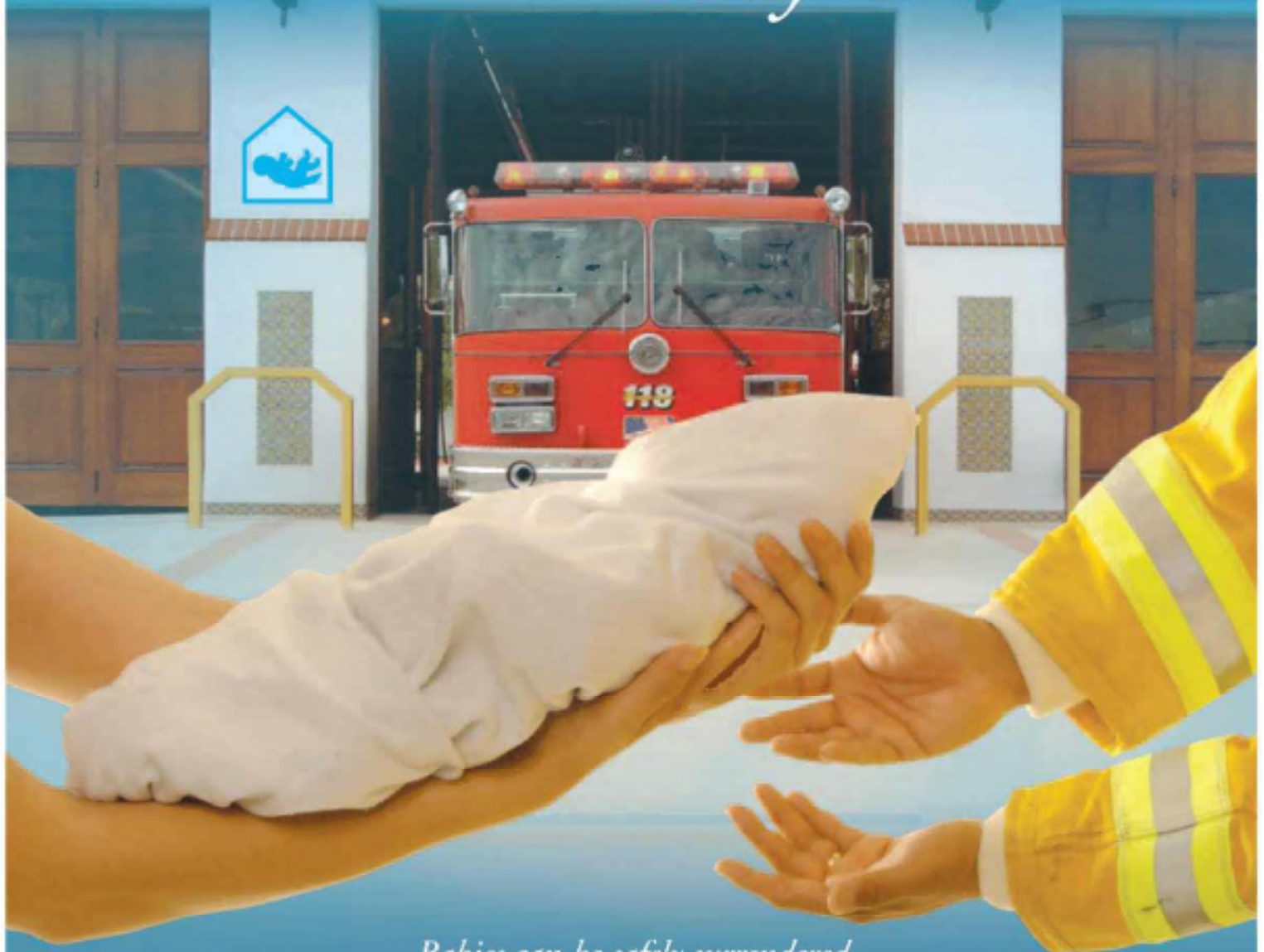
#### How Will My Employees Know if They Can Claim the EIC?

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 Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 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](http://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?

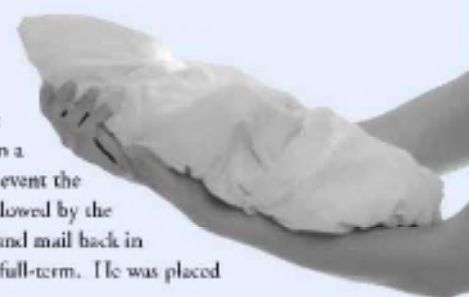
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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](http://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 W, inclusive, of this Contract (Exhibits A-X) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, 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
<b>A. SCOPE OF WORK</b>				
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	
3. Regional Used Oil and Oil Filter Recycling Public Education Plan (Work Plan)	To be completed annually within 30 days of the start of this contract, and during each new contract year.	\$150 per day per Work Plan that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Annual Report	To be completed within 60 days before the conclusion of each contract year, for the duration of this contract.	\$150 per day the annual report is submitted late.	<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 W, inclusive, of this Contract (Exhibits A-X) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, 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
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	As applicable, 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 Justice to include State, local, and federal-level review as required by the Contract. Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$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	
2. 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	

\*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 W, inclusive, of this Contract (Exhibits A-X) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, 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
3. 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	
4. Uniform	Uniforms worn by all day time employees on the job.	\$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	Understands the 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	
<b>D. SUPERVISOR/MANAGERS</b>				
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	
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. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$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 W, inclusive, of this Contract (Exhibits A-X) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, 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
4. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. 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	
6. 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.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. On-site supervisors speak, read, write, and understand English, Spanish, and Asian languages as/when applicable to the contract deliverables	On-site supervisor can communicate in English with County Contract Manager and at events or during interviews and meetings in Spanish, and Asian languages as applicable to contract deliverables.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 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	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

\*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 W, inclusive, of this Contract (Exhibits A-X) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, 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
	contract.		<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.	\$100 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).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	





May 2021

Department of Resources Recycling and Recovery

# **Used Oil Payment Program Guidelines**

## **Cycle 12 (OPP12) Fiscal Year 2021–22**

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**Submittal of a Used Oil Payment Program (OPP) Application constitutes acceptance of these Guidelines as the controlling requirements for receiving, spending, and accounting for OPP funds and for annual reporting. The application and these Guidelines shall constitute the OPP Agreement.**

## **Overview and Statutory Authority**

The Department of Resources Recycling and Recovery (CalRecycle) offers the Used Oil Payment Program pursuant to Section 48600 of the Public Resources Code.

The California Public Resources Code (PRC) section 48600 et seq. describes the California Oil Recycling Enhancement Act (Act), which, among other things, provides up to \$11 million annually in payments to local governments for implementation of local used oil and filter collection programs. The Department of Resources Recycling and Recovery (CalRecycle) is responsible for administering the OPP. These Guidelines describe the application and administrative processes to implement the OPP Cycle 12. Payment Recipients (recipients) are responsible and accountable for ensuring that expenditures are appropriate, and that proper internal supporting documentation is maintained. To ensure full compliance with OPP's processes and requirements, OPP applicants/recipients must adhere to these Guidelines and the program provisions set out in the Act, notably PRC sections 48674, 48690, and 48691.

**Note:** The anticipated amount for FY 2021–22 is \$6,000,000. The amount available is subject to change, based on the availability of oil funds.

This resource document provides applicants with instructions to access and complete the application online and information about the administration of the Used Oil Payment Program. The web-based application is in CalRecycle's [Local Government Oil Payment Program \(LoGOPP\)](https://secure.calrecycle.ca.gov/LoGOPP/SignIn.aspx) (<https://secure.calrecycle.ca.gov/LoGOPP/SignIn.aspx>). You will need to sign into LoGOPP to complete and submit an application.

**Note:** The following terms used in this document are defined below, unless the context clearly indicates otherwise:

- “Applicant” refers to either the legal name of the entity that is legally responsible for payment program administration, if awarded, or to a person who is completing an application on behalf of the Applicant (this is usually the primary contact listed on the application, but could also be the secondary contact, signature authority, or consultant).
- “You” refers to a person who is completing the application on behalf of the Applicant.

## **Timeline and Cycle Activity**

### **June 30, 2021: Application Due Date**

- Applicants must submit applications in LoGOPP by 11:59 p.m. on this date.
- Customer service will be available until 4:00 p.m. on this date.

### **July 29, 2021: Secondary Due Date**

- Approved Resolution must be uploaded in LoGOPP by this date if it was not submitted with the application.
- If applicable, Letters of Authorization must be uploaded in LoGOPP by this date.

### **Spring 2022: Payments Awarded**

- Unless a Fall 2021 payment is requested by the applicant and subsequently approved by CalRecycle.

### **July 1, 2021–June 30, 2023: Cycle Term Dates**

### **August 15, 2022 and August 15, 2023: Annual Report Due Dates**

- Due no later than August 15 of each year during performance period. If the due date falls on a Saturday or Sunday, the online report must be submitted by the following Monday.

## **Eligible Applicants**

Applicants are limited to local governments, which are defined in statute as "any chartered or general law city, chartered or general law county, or any city and county." CalRecycle may make a payment to another entity that will implement the program on behalf of a local government (in lieu of making a payment to that local government) with the agreement of that local government.

Applicants that comply with PRC sections 48690 and 48691 are eligible to apply for and, if approved, receive payment through the OPP. Applicants must have a used oil collection program which provides either of the following or a combination of the two:

- Ensures there is at least one certified used oil collection center (CCC) for every 100,000 residents not served by curbside collection.
- Provides used oil curbside collection at least once a month.

In addition to meeting at least one of the requirements above, applicants must have a public education component that informs the public of locally available used oil recycling opportunities.

## **Charter Cities**

[California Labor Code section 1782](#) prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead participating jurisdiction must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that an applicant or a participating jurisdiction is a charter city

prohibited from receiving state funds for their project, the award will be terminated and any disbursed OPP funds shall be returned to CalRecycle.

## **Regional Application Requirements**

Local governments may join together in a regional application, in which two or more eligible jurisdictions join together for the purpose of project implementation. A Regional Lead Participant (Lead) must be designated to act on behalf of all participating jurisdictions. An entity that is not a local government, such as a district, can be delegated as a Lead but is not eligible to join as a participant. The Lead is the applicant who will be responsible for the performance of the OPP and all required documentation. CalRecycle will direct all official correspondence and payments to the Lead. If a jurisdiction is a participant in a regional application, it may not apply individually.

## **Joint Powers Authority Application Requirements**

Joint Powers Authorities (JPA) may submit an application as an individual applicant. The JPA must upload a copy of its JPA Agreement that:

1. Gives authority over used oil management.
2. Lists all member entities.
3. Contains the signature of all members.

**Note:** An entity may not submit an individual application if that entity is also a member of an applicant JPA.

## **Public Records Requests**

It is the policy of CalRecycle to make records requested by the public promptly available in accordance with the laws governing disclosure of records and information to the public. In general, all records in the possession of a state agency are public records subject to disclosure, unless a law provides that a particular kind of record or information is not a public record or is exempt or prohibited from disclosure.

Upon request, the entire contents of the submitted application are subject to public records requests. This may include contact information, project summary, uploaded documents, and scoring information. Public records may be requested from CalRecycle through the California Public Records Act Requests web page (<https://www2.calrecycle.ca.gov/Forms/ContactUs/PublicRecordsRequest/>).

## **Confidentiality**

The following describes the treatment of certain confidential or proprietary information under the California Public Records Act (Government Code 6250, et seq.) and related regulations. It also describes how questions are resolved on whether information is truly confidential, the legal protections for confidential information, and internal and program procedures to maintain confidentiality.

### **Confidential or Proprietary Information**

Title 14 of the California Code of Regulations (14 CCR), [sections 17041-17046](#) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), states that confidential or proprietary information shall include, but is not limited to:

- Personal or business-related financial data, customer client lists, supplier lists and other information of a proprietary or confidential business nature provided by persons in applications, reports, returns, certifications or other documents submitted to [CalRecycle] which if released would result in harmful effects on the person's competitive position
- Tax information prohibited from disclosure, pursuant to the Revenue and Taxation Code

Accordingly, appropriate documents submitted with an application that are clearly marked, on each page, "confidential or proprietary information" will be treated by CalRecycle pursuant to the procedures set forth in 14 CCR sections 17041-17046. However, the law does not treat documents marked as "confidential or proprietary information" (such as sales brochures, promotional literature and other general non-financial documents) as confidential if they do not fall within the categories of protected financial documents listed above.

#### **What if there is a question about what is confidential?**

If CalRecycle receives a request to disclose data claimed by the applicant to be confidential, CalRecycle would notify the applicant of the request and state that the documents were under review to determine whether information was correctly identified as "confidential." If there was any question as to whether specific information was confidential, CalRecycle would contact the person(s) identified in the application to provide a justification and statement why the information is confidential. The process for evaluating confidentiality claims is set forth in section 14 CCR 17046.

#### **What program procedures will keep information confidential?**

Financial information will be evaluated and analyzed only by CalRecycle staff, kept confidential, and will be maintained with restricted access. Records no longer needed to provide the services offered under the grant program are periodically destroyed, when allowed by audit policies and state law.

# Application Instructions

## Application Access

The application is available on CalRecycle's online [Local Government Oil Payment Program \(LoGOPP\)](https://secure.calrecycle.ca.gov/LoGOPP/SignIn) (<https://secure.calrecycle.ca.gov/LoGOPP/SignIn>). Access to LoGOPP is secure; therefore, you must have a CalRecycle WebPass in order to log into the system. Applicants who have not previously obtained a CalRecycle WebPass can create an account at the [CalRecycle WebPass Site](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>). After you activated the account, you can request LoGOPP access by contacting your [Program Advisor](https://www.calrecycle.ca.gov/HomeHazWaste/Grants/Contacts/) (<https://www.calrecycle.ca.gov/HomeHazWaste/Grants/Contacts/>).

To start an application:

1. Log in to [LoGOPP](https://secure.calrecycle.ca.gov/LoGOPP/SignIn) (<https://secure.calrecycle.ca.gov/LoGOPP/SignIn>).
2. Select **Applications** on the left.
  - OPP cycles are displayed in a table.
3. Click the **Add Application** button on the top right.
4. The application then opens to the **Program Requirements tab**.

## Application Contents and Instructions

The components of the application are divided into tabs. To fill out an application, click on each tab and complete the sections in each tab as required. General directions are on the top of each tab, and detailed information about the requirements for each tab is listed below.

The applicant is responsible for a complete application. This includes signing documents, uploading required documents, and submitting the application by the due date(s). Failure to do so will result in disqualification from the OPP.

Examples of disqualifications may include:

- Applicant does not meet the eligibility requirements.
- Applicant uploads incomplete or blank documents to the Documents tab.
- Signature Authority fails to sign Application Certification or any document that requires a signature.
- The online application is incomplete or missing information.

### Program Requirements Tab

This tab provides a summary of the application, due dates, program requirement questions, payment options, important links, and the submit application button (once minimum requirements are complete). It is the applicant's responsibility to ensure that all required documents, based on the individual application/project, are submitted by the appropriate due date.



## Contacts Tab

The application is required to have only one Primary Contact and at least one Signature Authority. Contacts will automatically populate based on your previous year's application, when applicable. You must verify that the contacts are still the same; otherwise, you can add, edit or delete contacts before you submit your application.

- **Primary Contact.** One person who the Signature Authority or their designee has authorized to manage and oversee the program. This person will be the first contact with whom CalRecycle will communicate.
- **Signature Authority.** The person(s) authorized to sign CalRecycle documents, such as applications, annual reports, etc., as authorized by a board/council-adopted Resolution, Letter of Designation, or Letter of Commitment (if applicable).
- **Secondary Contact.** A person authorized (by the Primary Contact or Signature Authority or their designee) as the alternate person with whom CalRecycle will communicate. (Not required)
- **Consultant.** A professional who provides advice in an area of expertise. If the applicant is awarded, the consultants may manage the program or only conduct specific activities, based on a written agreement between the applicant and the consultant outlining work to be performed. (Not required)

## Addresses Tab

All applicants are required to enter a physical address and a payment address. There is also an option to enter a mailing address. If more than one address is the same, you may select the appropriate address types and enter the address only once.

## Participating Jurisdictions Tab

Only regional applicants or Individual Joint Powers Authorities (JPA) applicants are required to use this tab. Individual applicants that are not JPAs will not use this tab. Only local governments are eligible as participating jurisdictions in a regional application. Select the name of each eligible participating jurisdiction, or each JPA member participating in the application, and move them to the left.

## Documents Tab

When uploading a document, enter a document title, and select the appropriate document type from the drop-down list. Click the "Browse" button to locate the document you wish to upload. Once you have finished, click the "Save" button. See the Authorizing Documents section below.

After all of the required application documents are uploaded, return to the **Program Requirements tab** and print the **Application Certification**. The applicant must obtain a certified e-Signature or wet ink signature from the authorized Signature Authority (identified in your Resolution or Letter of Commitment), scan the signed document, upload it, and retain the original hard copy document.

## Application Submittal and Deadline

The **Submit Application** button will be enabled after the Application Certification has been uploaded. You may upload any [authorizing documents](#) such as the Resolution, Letter of Designation, Letters of Authorization, or JPA Agreements either at the time of submittal or by the secondary due date of July 29, 2021. Click the **Submit Application**

button and then the application status will change to **Submitted**. The application can only be submitted once; however, you will be able to upload authorizing documents until the secondary due date.

Applications must be submitted no later than 11:59 p.m. on June 30, 2021. Customer service will be available until 4:00 p.m. on the application due date either by emailing [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov) or calling Maria Elena Kennedy at (916) 341-6228.

## Application Process

The application process requires that applicants must:

1. Submit a completed online application to CalRecycle by the application due date and upload an electronic (scanned) version of the signed application certification page in the online system.
2. Retain in its OPP file the original hard copy of the application certification page signed by the applicant's Signature Authority.
3. Submit the authorizing documents by the secondary due date (see the **Timeline and Cycle Activity** section for due date).

An important OPP12 application approval requirement includes the submittal of the following:

1. Submit a completed annual report in LoGOPP (see **Timeline and Cycle Activity** table for due date) for OPP10 and/or OPP11 by August 15, 2021. If the due date falls on a Saturday or Sunday, the online report must be submitted by the following Monday.
2. Have no outstanding debt(s) owed to CalRecycle.
3. Return any unspent funds from the closed Cycle 10 to CalRecycle by August 15, 2021 (see **Unspent Funds** section).

If you have any questions regarding the application process, please call Maria Elena Kennedy at (916) 341-6228 or send an e-mail to [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov). Technical assistance will be provided until 4:00 p.m. on the application due date.

# Application Documents

## Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

**Note:** The e-Signature must be the Adobe Digital ID or through another certified digital signature program, and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method, will be considered as incomplete and may be sent back to the applicant.

Once the document(s) have been signed by the Signature Authority, you must scan the wet signature, or upload the digitally signed document and save it to LoGOPP. Retain the original document for potential CalRecycle audits (see Audit Consideration section of the Procedures and Requirements document for more information).

If you have questions, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

## CalRecycle Documents

### Application Certification

The Application Certification is a required application document that must be generated from LoGOPP.

After you have completed each tab of the application, generate the Application Certification from the Program Requirements tab. A certified e-Signature or wet ink signature from the authorized Signature Authority (identified in your Resolution or Letter of Designation) is required. Once it is signed, scan the document, upload it, and retain the original hard copy document.

## Applicant's Documents

Below is a list of documents that the applicant is responsible for preparing and uploading to their application.

Authorizing documents must be uploaded no later than 11:59 p.m. on July 29, 2021. Customer service will be available until 4:00 p.m. on the secondary due date.

### Resolution

Any applicant that is subject to a governing body must upload a Resolution that authorizes payment program-related matters. A copy of the Resolution is a required application document that must be uploaded no later than the secondary due date or CalRecycle will deem the application incomplete and disqualify the applicant.

Resolution requirements vary for individual applications and regional applications as described in the following sections. For Resolution templates refer to the [Resolution and Letter Examples](https://www.calrecycle.ca.gov/Funding/SampleDocs) (https://www.calrecycle.ca.gov/Funding/SampleDocs) web page. CalRecycle staff are available to answer questions about the Resolution or letter examples, or to review your draft Resolution to ensure it meets the requirements of the program.

We strongly encourage applicants to email draft Resolutions for review. If you would like CalRecycle to review your draft Resolution, please email the document in Word format to [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov), and let us know if your application is a Regional application or an individual application. You may upload the Resolution to your LoGOPP application as a Draft Resolution, but there is no guarantee that CalRecycle will review it prior to the secondary due date when Resolutions are due.

#### **Individual Application Resolution Requirements:**

- The Resolution must authorize submittal of an application for one or more specifically named CalRecycle Payment Programs or for all CalRecycle Payment Programs for which the applicant is eligible and currently applying.
- The Resolution must identify the time period up to and including until rescinded, during which the authorizations are valid.
  - “Until rescinded” Resolutions are encouraged; however, specific periods of time are acceptable.
  - If a Resolution does not specify a time period, CalRecycle will consider the Resolution valid for one year from the date of adoption.
- The Resolution must identify the Signature Authority by listing the job title of the person(s) authorized to sign all payment program-related documents necessary to implement and close-out the project(s).
  - (Optional but encouraged) The Resolution should authorize the Signature Authority to delegate their signature authority to another person identified by job title. Applicants can only submit a Letter of Designation if the corresponding Resolution includes designee language.

**Note:** The Signature Authority must sign a Letter of Designation **prior** to the designee’s exercise of their authority.

#### **Regional Application Resolution Requirements:**

- The Regional Lead Participant (Lead) must submit an approved Resolution that authorizes it to act as a lead for a regional program. This Resolution must authorize the submittal of a regional application on behalf of the Lead and specifically named participants.
- If the Resolution is valid for more than one year, it is highly recommended that:
  - the list of participants be provided as an attachment rather than embedded in the Resolution, and
  - the Signature Authority be authorized to revise the list as necessary with each subsequent application (this allows a Signature Authority to add or remove participants with each new application without the necessity of obtaining a new Resolution).
- Participants must provide a Letter of Authorization (LOA) to the Lead, authorizing the Lead to act on its behalf. LOA(s) may be valid for as long as the Lead’s Resolution is valid, not to exceed five years, otherwise, if no time period is specified, the LOA will be valid for only one year from the document date. The applicant must upload copies of the LOA(s) no later than the secondary due date (See [Letter of Authorization](#) section for more instructions).

## **Joint Powers Authority Agreement**

Joint Powers Authorities (JPA) must upload a copy of their JPA Agreements giving them authority to conduct the project, listing all member entities, and containing the signature of all members. CalRecycle does not require Letters of Authorization for JPA applicants.

## **Letter of Authorization**

Applicants may use a Letter of Authorization (LOA) for programs that allow for Regional applications. The Participating Jurisdiction prepares the LOA and gives the Lead Participant authorization to apply for and to act on its behalf in the implementation and administration of the program.

The Lead must upload the LOA no later than the secondary due date or CalRecycle will remove the Participating Jurisdiction(s) from the application.

## **Letter of Authorization Requirements:**

The LOA must:

- Be on the Participant's official letterhead.
- Be signed by an individual authorized to contractually bind the Participating Jurisdiction.
- Be valid for as long as the Lead's Resolution, not to exceed five years, otherwise the participating entity must date the letter within the last 12 months.
- Authorize the Lead to submit a regional application and act as Lead Agency on behalf of the Participating Jurisdiction.
- Authorize the Lead to execute all documents necessary to implement the program.

For LOA templates refer to the [Resolution and Letter Examples](https://www.calrecycle.ca.gov/Funding/SampleDocs) (<https://www.calrecycle.ca.gov/Funding/SampleDocs>) web page.

## **Letter of Designation**

CalRecycle requires a Letter of Designation (LOD) only when the Signature Authority identified in the approved Resolution chooses to delegate their signature authority to another person.

The approved Resolution must indicate the Signature Authority's ability to delegate or designate their authority. The applicant must upload the LOD **prior** to the designee's exercise of their authority. If the designee signs an application document in place of the Signature Authority, the applicant must upload the LOD with their application.

The LOD must:

- Be on the applicant's letterhead.
- Be signed by the Signature Authority.
- Include the job title of the designee and the scope of the designee's authority.
- Include the time period during which the designee may exercise the authority.
  - The designee's authority may not extend beyond the effective date of the approved Resolution or Letter of Commitment. For example, if the Resolution is effective until December 31, 2023, then the Letter of Designation may not be effective beyond December 31, 2023. If the letter

does not identify a valid time period, the letter will follow the same time frame as the Resolution.

For LOD templates refer to the [Resolution and Letter Examples](https://www.calrecycle.ca.gov/Funding/SampleDocs) (<https://www.calrecycle.ca.gov/Funding/SampleDocs>) web page.

# **Review and Award Process**

## **Application Review Process**

After the close of the application period, CalRecycle staff will review the applications for completeness and eligibility. **Only complete applications will be considered for award.**

## **Payment Award Process**

For qualifying applications, CalRecycle staff will develop funding recommendations for the consideration and approval of CalRecycle's Director, or their designee; CalRecycle tentatively schedules this for October 2021.

## **Payment Award Conditions**

When awarded, this payment will be subject to these conditions:

1. The recommended payee must pay all outstanding debts due to CalRecycle, or bring current outstanding payments owed to CalRecycle, within 60 days of the award email date.
2. The recommended payee must have returned any unspent OPP funds from all closed cycles to CalRecycle by August 15, 2021.
3. The recommended payee must have submitted a completed Annual Report in LoGOPP for their OPP Cycles by August 15, 2021. (This does not apply to new program applicants.)

**Failure to comply with any of these requirements will void the award.**

## **Notice of Award**

Upon approval of annual reports and applications, recipients will be notified by email that an OPP award has been awarded and that they are authorized to incur costs and expend funds in furtherance of their programs. Expenditures incurred prior to the award notice, but after the cycle term start date, are subject to the OPP12 Guidelines, and are incurred at the recipient's own risk. A listing of the award amounts for all recipients will be posted on the [Used Oil Payment Program \(OPP\) webpage](https://www.calrecycle.ca.gov/usedoil/lgpayers/) (<https://www.calrecycle.ca.gov/usedoil/lgpayers/>).

## **Application Revisions**

Once approved, the recipient/regional lead is contractually bound to carry out the used oil program in accordance with the OPP Guidelines. The recipient and/or any regional participant that submitted a Letter of Authorization cannot withdraw or amend their application.

## **Disqualification of Application**

CalRecycle will notify an applicant and provide the reasons for disqualification of an application. In such cases, potential applicants are encouraged to contact and work with CalRecycle to ensure that its jurisdiction meets the necessary requirements prior to the next application cycle.



# Term and Payments

The term of the OPP cycle is 24 months (refer to the [Timeline and Cycle Activity](#) section for the cycle term dates) and funds must be expended or returned to CalRecycle as described in the Unspent Funds section.

Payments must be placed into an interest-bearing account. Tracking and reporting of interest earned (if any) on the payment is not required. All interest accrued and received from the OPP funds shall be used only for eligible expenses related to the performance of this Agreement.

As part of the application process, an applicant may request receipt of its annual payment in fall 2021 (around October) or spring 2022 (around April). For CalRecycle to approve the fall payment request, all funds from any previous OPP cycles must be spent. Otherwise, the standard spring payment will be issued.

## Eligible Costs

All expenditures must be for the purposes of establishing and maintaining a used oil program as set forth in [PRC sections 48690–48691](#) ([http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PRC&sectionNum=48691](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=48691)).

Eligible costs must be incurred and accrued (if applicable) during the cycle term.

## Expenditures

Used oil and used oil filter collection and recycling activities, educational activities, and mitigation of used oil in stormwater runoff are statutory components of local used oil collection programs (PRC section 48691). Accordingly, these activities should be the focus of OPP expenditures.

All expenditures are to be reported in LoGOPP for the Annual Report. Eligible expenditures must include invoice details under the Expenditure tab for each cycle. Expenditures must be paid for before submitting the Annual Report. Jurisdictions are not required to upload the invoices or proof of payment, unless requested by the program advisor.

Expenditures included in the Annual Report for an ending cycle may not be cancelled after the Annual Report is submitted. Cancellation of an ending cycle expenditure after submitting the Annual Report may impact the jurisdiction's ability to receive future awards.

The recipient must expend all of the available funds from the oldest OPP cycle prior to spending any funds from the most recent OPP cycle. It is acceptable to split an invoice across two separate OPP cycles in order to “zero out” all funds in the oldest OPP cycle before using funds from a more recent OPP cycle. Expenditures that are split need to be clearly identified and retained in both cycle files to facilitate review and retention (see the [Audits, Accounting, and Records Retention section](#)).



## Expenditures Requiring Approval

Expenditures associated with the tasks or products listed below must be pre-approved by the CalRecycle Program Advisor using the “Expenditure Requests” option in LoGOPP prior to incurring the expense; otherwise, CalRecycle may deny the expense. The review and approval process of an expenditure request is processed through LoGOPP only. The submitted material should be the final version. Allow at least five working days for a review.

Expenditures that require pre-approval include, but are not limited to:

- Functional items that contain any messages.
- Functional items if the total cost exceeds \$25 per person, an individual item that exceeds \$12, or an oil filter that exceeds \$15. All cost values are before sale tax.
- All television, video, radio scripts, social media, and electric/printed material for public display.
- Development, purchase, or distribution of useful educational/promotional materials informing the public about used oil and used oil filter collection and recycling.
  - Examples include, but are not limited to, newspaper advertisements, brochures, flyers, utility inserts, booklet, and promotional stickers/labels.
- School presentations (submit script and presentation purpose to the Program Advisor for review).
- Surveys (excluding simple surveys that are conducted at oil filter exchange events/used oil outreach booths).
- Purchase of equipment over \$500 (excluding sale tax).
- Any construction activity (includes improvements to facility/building(s)/site(s) directly related to used oil).
- Used oil stormwater mitigation activities pursuant to PRC section 48691 (refer to the [Stormwater Mitigation section](#)).
- Any item that is not included on the pre-approved list below.

## Pre-Approved Expenditures

The following do not require an Expenditure Request for approval:

- Maintenance of a used oil and filter program.
- Curbside used oil and used filter hauling/disposal costs.
- Booth rentals for used oil events. Anything less than 100 used oil related requires an Expenditure Request.
- Development, purchase and/or distribution of the following used oil program materials that have a functional purpose associated with an environmental benefit: marine absorbent bilge pads, oil funnels, oil drain containers, oil change rags, new oil filters for exchanges, Ziploc-type filter bags, cardboard creepers, filter wrenches/removers, dirty filter recycling containers, maps of collection centers, and tide charts.
  - If distributing these items in oil change kits, each kit cannot exceed \$25 (excluding sales tax) and each item, whether it is included in the kit or distributed separately, cannot exceed \$12 (excluding sales tax).**Reminder:** Any messages on these functional items require an Expenditure Request.

- Used oil filter exchange activities for a free replacement oil filter of equal value (shelf price).
  - Filters must not exceed \$15 (excluding sales tax) and the limit is two filters per household. Vouchers/coupons may be given out for managing and tracking exchanges but must be redeemed on the same date of the event. The oil filter cost is not counted towards the \$25 maximum allowed for oil change kits.
- Tablet electronic devices (typically seven inches or more measured diagonally) with a maximum price of \$500 (excluding sales tax) and limit of one tablet (exceptions may be approved on a case-by-case basis), used primarily for the purposes of used oil/filter public education or outreach.
  - Additional costs can be spent on accessories for charging, item protection, and security at events.
- Certified Unified Program Agency (CUPA) or other agency inspection fees directly related to establishing and maintaining an effective oil and oil filter collection and recycling program.
- Personal protective equipment (PPE) for used oil/filter collection activities.
  - Refer to the [Occupational Safety and Health Administration](https://www.osha.gov/personal-protective-equipment) (<https://www.osha.gov/personal-protective-equipment>) for the definition of PPE. All lab fees related to testing oil samples for contamination in used oil tanks.
- Test kits and other equipment related to monitoring contaminants in oil tanks.
- Hazardous Waste Operations and Emergency Response (HAZWOPER) 8-hour refresher course approved up to 10 percent of allocation.
  - If the total cost exceeds the 10 percent threshold, the jurisdiction will need to submit an expenditure request.
- Purchase, rental, and installation costs of portable storage containers or sheds solely for protection of oil related equipment, activities, and/or supplies.
- Personnel costs directly related to OPP activities.
  - Personnel time should be calculated based on documented actual time spent on OPP-related activities, should be based on the actual salary or hourly wage paid with benefits, and shall not include vacation or sick leave time. Refer to the Personnel Expenditure Summary, CalRecycle 165 form located on the [CalRecycle Grant Forms webpage](#).
- Indirect/overhead costs up to 10 percent of the OPP eligible expenditures.
- Registration and related travel expenses to attend HHW/Used Oil Conferences/Symposiums (for up to two attendees) and Household Hazardous Information Exchange (HHWIE).
  - Staying at a hotel the night before a meeting/event is allowed only if the meeting/event begins at or before 9:00 a.m. the next morning.
  - Refer to the [Memorandum](https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) for travel policies.
  - Reimbursement rates are subject to change at any time by the State without prior notification. **Note:** This limitation applies to recipients and consultants/contractors who administer and/or implement a program.

Any eligible costs not listed above require submission of an “Expenditure Request” in LoGOPP for review and approval before spending funds.

## Stormwater Mitigation

Since the passage of stormwater related legislation in January 2002, some stormwater mitigation expenditures are considered eligible expenses through the OPP. To be considered eligible, each jurisdiction must certify that it has a stormwater mitigation program that was approved by its local Regional Water Quality Control Board.

Stormwater mitigation is defined in PRC section 48618.4 to include "...the prevention of stormwater pollution from used oil and oil byproducts and the reduction or alleviation of the effect of stormwater pollution from used oil and oil byproducts by means of action taken on public property."

Mitigation includes the installation of devices and implementation of practices that prevent used oil and oil byproducts from causing stormwater pollution. Mitigation does not include the cleanup or restoration of polluted areas.

The following types of storm drain filters (inserts/debris screens) are eligible:

- A catch basin inlet insert that contains oil absorbent media plus a debris screen that covers the opening to the storm drain inlet. (The debris screen prevents debris and sediment from entering the storm drain and obstructing the oil absorbent media.)
- A vertical drop-in parking lot inlet insert that contains oil absorbent media (must be covered by a grate or debris screen).

**Note:** Periodic clean-out of catch basin inlet inserts to replace their oil-absorbent media are eligible for OPP funding. However, street sweeping and clean-out of catch basin inlets without inserts are not eligible for OPP funding.

The Expenditure Request process is required for any used oil stormwater mitigation, including at marinas and agricultural activities.

## Ineligible Costs

Any expenditure that does not directly support used oil or used oil filter collection, recycling or educational activities, or mitigation of used oil in stormwater, or expenses not directly related to the recipient's (or consultant's/contractor's) administration of the OPP are ineligible for funding.

Ineligible costs include, but are not limited to:

- Costs incurred or accrued before July 1, 2021 or after June 30, 2023.
- Development, purchase, or distribution of strictly promotional give-away items [Stuff We All Get, \(SWAG\)](https://www.calrecycle.ca.gov/Funding/SWAG/) (<https://www.calrecycle.ca.gov/Funding/SWAG/>).
  - Examples include, but are not limited to, key chains, letter openers, squeegee toys, coffee mugs, water bottles, Frisbees, hats, t-shirts, chip clips, pens, pencils, beanie babies, screwdrivers, coloring books, small recycling containers for pencils, magnets, dried sponges, flash drives, reusable bags, etc.
- Development or customization of school curricula.
  - Exceptions may be approved on a case-by-case basis.
- Equipment or services not directly related to used oil activities.

- Costs of non-PPE wears/uniforms, cost of dry cleaning, and the use of PPE is not directly related to the collection of used oil and used oil filters.
- Purchase or lease of land or buildings.
- Costs currently covered by or incurred under any other loan, grant, or contract.
- Remediation activities (any cleanup or restoration of polluted areas).
- Purchase of data plans and/or mobile service plans/hotspots.
- Costs related to applications or software for computers/mobile devices.
- Costs related to website host and web page domain.
- HAZWOPER 40-hour and 24-hour courses.
- Enforcement activities.
- Preparation of Household Hazardous Waste (HHW) elements.
- Construction and development of any HHW facility that does not have a used oil or used oil filter collection component.
- Construction and development of any HHW permanent facility on non-local government-owned property.
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782.
- Transportation and disposal of non-oil HHW from any facility or event.
- Maintenance of equipment, materials, or supplies at HHW facilities or ABOP (antifreeze, battery, oil, and paint) facilities not directly related to the collection of used oil and used oil filters.
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations, including CUPA fines or penalties.
- Personnel costs not directly related to used oil activities.
- Food or beverages (e.g., as part of meetings, workshops, or events).
- Cell phones.
- Out-of-state travel.
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
  - Refer to the [Memorandum](https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) for travel policies.
  - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Sponsorship or licensing fees for events/programs.
- Audit expenses.
- Re-refined oil expenses.
- Non-CalRecycle Used Oil/HHW sponsored conferences, symposiums, meetings, etc.
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations.
- Costs deemed unreasonable or not related to the project by the Program Advisor.

## **Publicity, Education, and Outreach**

Used oil publicity, education, and outreach material must directly relate to the collection and recycling of used oil and/or used oil filters, proper oil disposal practices, and/or the mitigation of used oil in stormwater activities and must be approved through the

Expenditure Request process in LoGOPP. The submitted material should be the final version.

The materials must be functional, as discussed in Eligible Costs, encourage behavioral change, or provide an educational opportunity for the public.

- To be eligible for 100 percent funding, the publicity, education, and outreach materials must be exclusively devoted to used oil or used oil filter collection and recycling, and/or the mitigation of used oil in stormwater activities.
- To be eligible for 75 percent funding, the materials must have at least 75 percent of the text and/or images related to used oil or used oil filter collection and recycling and/or mitigation of used oil in stormwater activities. The balance of materials may be related to other programs or materials.
- To be eligible for 50 percent funding, the materials must have at least 50 percent of the text or images related to used oil or used oil filter collection and recycling and/or mitigation of used oil in stormwater activities. The balance of materials may be related to other programs or materials.
- To be eligible for 25 percent funding, the materials must have at least 25 percent of the text or images related to used oil or used oil filter collection and recycling and/or mitigation of used oil in stormwater activities. The balance of materials may be related to other programs or materials.
- Materials containing less than 25 percent coverage of used oil/used oil filter collection and recycling, and/or mitigation of used oil in stormwater activities will not be eligible for OPP funding.

## Acknowledgement

Recipients are required to acknowledge CalRecycle's support when activities or projects funded, in whole or in part, are publicized in any news media, social media, webpages, brochures, articles, seminars, or other type of promotional material. Public education and outreach materials must provide:

- The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. The text "Funded by" or "Funded in part by" may be used in conjunction with the CalRecycle logo, where appropriate. Initials or abbreviations for CalRecycle shall not be used. Use the color logo on any material produced in four or more colors.
- The "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Used Oil Filters" as appropriate.
  - Use the state colors (blue oil drop on yellow background) for logos on any material produced in four or more colors. (The color designation for professional printing is Yale Blue-Pantone 286C; Golden Yellow-Pantone 123C.)
  - The logo is also available in Spanish and Chinese.
- Information on used oil and used oil filter collection and recycling/disposal.
- A list of used oil collection centers within the targeted community or a local telephone number or website to obtain further information on local collection centers. (Use the 1-800-CLEANUP number or [Earth911](https://earth911.com/) (<https://earth911.com/>) website if your jurisdiction does not maintain its own 24-hour hotline.)

Any use of CalRecycle's logos should respect the original logo proportions and colors so as not to compromise image quality.

The Program Advisor may approve a deviation from the prescribed language on a case-by-case basis.

## Graphics

Graphics are available on our [Used Oil Graphics webpage](https://www.calrecycle.ca.gov/UsedOil/Graphics/#Bumper) (<https://www.calrecycle.ca.gov/UsedOil/Graphics/#Bumper>) and [Used Oil and Household Hazardous Waste Graphics webpage](https://www.calrecycle.ca.gov/HomeHazWaste/outreach) (<https://www.calrecycle.ca.gov/HomeHazWaste/outreach>).

For large equipment, a [CalRecycle bumper sticker](http://www.calrecycle.ca.gov/UsedOil/Graphics/#Bumper) (<http://www.calrecycle.ca.gov/UsedOil/Graphics/#Bumper>) "Funded by CalRecycle" is available and is required to be affixed to all large pieces of equipment purchased with OPP funds. These can be requested from your [Program Advisor](https://www.calrecycle.ca.gov/HomeHazWaste/Grants/Contacts/) (<https://www.calrecycle.ca.gov/HomeHazWaste/Grants/Contacts/>) when available.

You can also contact your Program Advisor for CalRecycle and oil program related graphics.

## Certified Collection Center (CCC) Site Visit Requirements

For recipients who administer their used oil program in coordination with a CCC, it is a program requirement that a site visit be made annually to a minimum of one CCC site per 100,000 residents being served by the used oil program. When a site visit is conducted, the jurisdiction needs to complete a Certified Center Site Visit Checklist form (CalRecycle 664). This form may be generated on the [Generate Site Visit Checklists webpage](https://www2.calrecycle.ca.gov/UsedOil/Forms/SiteVisit/) (<https://www2.calrecycle.ca.gov/UsedOil/Forms/SiteVisit/>) or found under "Used Oil Recycling" on the [CalRecycle forms webpage](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>). The completed form is to be retained in the cycle file and jurisdictions will report the total number of site visits made by the jurisdiction in the online Annual Report.

## Annual Reporting

Annual reporting is a statutory requirement for ongoing eligibility for all OPP recipients. All reported expenditures and eligible costs must be paid for before the submittal of the Annual Report. Recipients must meet CalRecycle's online reporting requirements. The annual reports for this cycle must be submitted no later than **August 15** of each year during performance period. When a due date falls on a Saturday or Sunday, the online report must be submitted by the following Monday. Failure to meet this reporting due date may result in the denial of future funding. An email will be sent to all recipients when the Annual Report is available for reporting input, completion, and submittal.

Upon completion of the online annual report, the report certification page must be approved and signed by the Signature Authority. The signed annual report certification page is to be uploaded to LoGOPP by the recipient and the original signed hard copy is to be retained in the recipient's cycle file. If the recipient is unable to upload the signed annual report certification page, they should scan and email or fax it to their Program



Advisor for uploading before the due date. Program Advisors will review and approve the submitted reports.

## Expenditure Reporting

All eligible expenditures must be reported in the Annual Report through the LoGOPP system. The recipient is required to include information for each invoice under the Expenditures tab for each cycle. If you have multiple expenditures for a vendor with the “same category and type”, you may combine the entry totals for the multiple invoices as one expenditure entry.

### Expenditure Reporting Resources

- [OPP Expenditure Category Definitions](https://www2.calrecycle.ca.gov/Docs/Web/117348) (https://www2.calrecycle.ca.gov/Docs/Web/117348)
- [Bulk Entries Instructions](https://www2.calrecycle.ca.gov/Docs/Web/117351) (https://www2.calrecycle.ca.gov/Docs/Web/117351).

These resources may also be found on the [LoGOPP](https://secure.calrecycle.ca.gov/LoGOPP/SignIn.aspx) (https://secure.calrecycle.ca.gov/LoGOPP/SignIn.aspx) [homepage under the Help Documents section](#).

## Unspent Funds

Funds that are unspent at the end of the OPP12 term must be returned by check to CalRecycle by **August 15, 2023**. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the OPP number (i.e., OPP12-20-xxxx), specify “OPP Unspent Funds,” and be mailed to:

CalRecycle, Accounting  
OPP Unspent Funds  
PO Box 4025  
Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future OPP funding. If there are questions or other issues related to expenditures, work with your Program Advisor to resolve these issues.

## Audit, Accounting, and Records Retention

Recipients are responsible and accountable for ensuring that expenditures are appropriate, and that proper internal supporting documentation is maintained to provide clear separate tracking of OPP funds and related transactions for fiscal program management and audit purposes. To ensure full compliance with OPP’s processes and requirements, OPP applicants/recipients must adhere to these Guidelines and the program provisions set out in the Act, notably PRC sections 48674, 48690, and 48691.

Recipients must account for all OPP funds in a manner that provides for clear tracking of expenditures in accordance with generally accepted accounting principles. Proper business procedures dictate that OPP supporting documentation (including, but not limited to, the original signed application certification and annual report summary pages, invoices, payroll registers/logs, travel expense claim forms, proof of pre-approval, etc.) be retained in a single file to facilitate review and retention, as well as maintenance of a clear paper/audit trail. Recipients must follow their jurisdiction’s purchasing and/or

contracting policies/requirements and ensure the proper and exclusive use of items purchased with OPP funds.

OPP funds are subject to audit. CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the use of OPP funds and shall have the right to interview staff relevant to the audit. Recipient shall include this provision in all contracts and subcontracts funded in whole or in part from OPP funds.

Examples of documentation subject to audit include, but are not limited to, expenditure ledgers, payroll register entries, time sheets, travel logs, paid warrants, contracts and change orders, samples/pictures of items and materials developed with OPP funds, invoices, receipts, proof of pre-approval, and canceled checks. All such records shall be maintained for possible audit for a minimum of three years after the OPP term end date, or until completion of any action and resolution of all issues, which may arise as a result of any litigation, dispute, or audit, whichever is later.

Audit findings against recipients can result in the need for reimbursement of OPP funds, and/or ineligibility for future OPP funds.

## **Real and Personal Property Acquired with OPP Funds**

(a) All real and personal property, including equipment and supplies, acquired with OPP funds shall be used by the recipient only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the recipient continues to receive OPP funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with OPP funds and used for the purpose for which CalRecycle approved its acquisition, be less than five (5) years after the end of the performance period, during which time the acquired property, including equipment and supplies, must remain in the State of California.

(b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with OPP funds, including all equipment and supplies, shall vest upon acquisition in the recipient. The recipient may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this payment program that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the OPP funds, unless pre-approved in writing by the Program Advisor that CalRecycle will accept a lower priority position with respect to the security interest on the property. Recipient shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this payment program condition.

(c) The recipient may not transfer Title to any real or personal property, including equipment and supplies, acquired with OPP funds to any other entity without the express authorization of CalRecycle.



(d) CalRecycle will not reimburse the recipient for the acquisition of equipment that was previously purchased with CalRecycle OPP funds, unless the acquisition of such equipment with OPP funds is pre-approved in writing by the Program Advisor. In the event of a question concerning the eligibility of equipment for program funding, the burden will be on the recipient to establish the pedigree of the equipment.

## **Discretionary Termination**

The Director of CalRecycle or his/her designee shall have the right to terminate this Agreement at his/her sole discretion at any time upon thirty (30) days written notice to the Recipient. Within forty-five (45) days of receipt of written notice, the recipient is required to:

1. Submit a final written report to the appropriate Program Advisor describing all work performed by the recipient and provide an accounting of all funds expended up to and including the date of termination; and,
2. Reimburse CalRecycle any unspent funds.

## **Termination for Cause**

In the event the recipient fails to comply with the requirements of these Guidelines at the time and in the manner herein provided, CalRecycle may terminate the OPP Agreement.

Recipients are encouraged to discuss any problems they may have in complying with these Guidelines with their Program Advisor to determine if CalRecycle can be of assistance.

## **Indemnity**

Recipient agrees to indemnify, defend, and save harmless the state and CalRecycle, and their officers, agents, and employees from any and all claims and/or losses accruing or resulting from the performance of OPP.

## **Compliance**

Recipient shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits.



**Radio Script**

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**ENGLISH SCRIPT:60 \*\***

Recycle your used oil filter and get a new one for free!! Help keep hazardous waste out of local waterways, so you and your family can enjoy a better tomorrow... today. Bring your used motor oil and motor oil filter, to the free filter exchange event on Saturday, [Month Date]\*, from 10 a.m. to 2 p.m. at [store name], located at [Address], in the city of [xxxx]. Again, Saturday, [Month Date], from 10 a.m. to 2 p.m. at O'Reilly Auto Parts, located at [Address] in [xxxx]. Participants will also receive one free, new oil filter, valued at up to \$15. For more information about used motor oil recycling, call 1-888- CleanLA or visit [www. CleanLA.com](http://www.CleanLA.com). Brought to you by CalRecycle and LA County.

**Radio Script**

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**Generic Event****SPANISH SCRIPT:60**

¡Recicla tu filtro de aceite usado y reciba uno nuevo gratis!! Ayuda a mantener los desechos peligrosos fuera de las vías fluviales locales, para que tú y tu familia puedan disfrutar de un mejor mañana... Hoy. Traiga tu aceite de motor usado y filtro de aceite de motor al evento de intercambio de filtro el sábado, xx de [month] de 10 a.m. a 2 p.m. en [store], ubicado en [address] en la ciudad de [city]. Una vez más, sábado, xx de [month] de 10 a.m. a 2 p.m. en [store], ubicado en [address] en [city]. Los participantes recibirán también un filtro de aceite nuevo y gratuito, valorado en hasta \$15. Para más información sobre el reciclaje de aceite de motor usado, llame al 1-888-CleanLA o visite [www.CleanLA.com](http://www.CleanLA.com). Traído a usted por Calrecycle y el Condado de Los Angeles.

**Radio Script**Generic

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**CHINESE SCRIPT:60 \*\***

回收您的舊濾油器，可免費獲得新的濾油器！回收可以避免水和土壤的污染，讓您和您的家人享受更美好的當下和未來。戴上您的舊機油和舊濾油器到指定的濾油器回收活動進行回收吧。回收活動時間為[month 月 date 日]，星期六，上午 10 點至下午 2 點，於[city, store name]。地址為[address]。別忘記了，[month 月 date 日]，星期六，上午 10 點至下午 2 點，於[city, store name]。地址為[address]。參加者可免費獲得一個全新的機油濾油器，最高價值 \$15。獲得更多有關回收舊機油的信息，請致電 866-989-5279 或登錄 [www.CleanLA.com](http://www.CleanLA.com) 查詢。由 CalRecycle 和洛杉磯縣帶給您。

**Recycle**  
*Used Motor Oil  
and Filters*

Funded By  
**CalRecycle**

**(888) CLEAN LA**  
[CleanLA.com](http://CleanLA.com)

**Recicla**  
***Aceite De Motor***  
***Y Filtros Usados***

Financiado Por  
**CalRecycle**

   **NI** una gota  
desperdiciada  
**NI** un filtro sin  
reciclar

**(888) 253 2652**  
**CleanLA.com**

# 回收 舊機油和濾油器

由CalRecycle 贊助

欲了解更多信息，請致電 (866) 989 5279

沒有機油被浪費  
沒有濾油器被遺忘

City of Los Angeles  
Public Works  
SANTA MONICA

<b>Advertiser:</b>	LADPW
<b>Campaign:</b>	Used Motor Oil and Oil Filter Recycling
<b>Media</b>	B-roll
<b>Length:</b>	60"
<b>A.E/Ext:</b>	YY
<b>Male/Female Voice:</b>	FEMALE
<b>Client Approval:</b>	

**SFX:**

Upbeat BGM

**COPY:**

**1** Did you know... it's illegal to dump used motor oil down the storm  
**2** drain and used oil filters in the trash? The oil will travel down the  
**:10 3** storm drain and eventually end up in the ocean. Used oil filters have  
**4** some oil left in them that will seep into the ground and end up in the  
**5** ocean. If you change your own motor oil and oil filter the job is only  
**6** half done when you close the hood. You have to recycle them.  
**7** Collect your used motor oil into a container, do not mix it with any  
**:30 8** other liquids. Put your used oil filter into a clean used oil filter  
**9** container or a ziplock bag. Take them to a certified collection center  
**10** that accepts used motor oil and used filters. Look for the sign on the  
**11** door or front window of your local auto parts stores. Remember to  
**12** finish your job the right way and recycle your used motor oil and  
**13** used filter. Recycle Used Oil, No Motor Oil Wasted, No Filter Left  
**14** Behind. Go to CleanLA.com or call 888 CLEAN LA for more  
**15** information. Funded by CalRecycle.





<b>Advertiser:</b>	LADPW
<b>Campaign:</b>	Used Motor Oil and Oil Filter Recycling
<b>Media</b>	B-roll
<b>Length:</b>	60"
<b>A.E/Ext:</b>	YY
<b>Male/Female Voice:</b>	FEMALE
<b>Client Approval:</b>	

**SFX:**

Upbeat BGM

**COPY:**

- |            |           |  |
|------------|-----------|--|
|            | <b>1</b>  | ¿Sabía que... es ilegal tirar aceite de motor usado por el drenaje       |
|            | <b>2</b>  | pluvial y los filtros de aceite usados en la basura? El aceite viajará   |
| <b>:10</b> | <b>3</b>  | por el drenaje pluvial y eventualmente terminará en el océano. Los       |
|            | <b>4</b>  | filtros de aceite usados tienen un poco de aceite en ellos que se        |
|            | <b>5</b>  | filtrará en la tierra y terminará en el océano. Si cambia su propio      |
|            | <b>6</b>  | aceite de motor y filtro de aceite, el trabajo sólo será medio hecho     |
|            | <b>7</b>  | cuando cierra el cofre de su auto. Tiene que reciclarlos. Ponga el       |
| <b>:30</b> | <b>8</b>  | aceite de motor usado en un recipiente, sin mezclarlo con ningún otro    |
|            | <b>9</b>  | líquido. Coloque el filtro de aceite usado en un recipiente de filtro de |
|            | <b>10</b> | aceite usado limpio o en una bolsa con cierre. Llévelos a un centro de   |
|            | <b>11</b> | recolección certificado que acepta aceite de motor y filtros             |
|            | <b>12</b> | usados. Busque el letrero en la puerta o ventana frontal de sus tiendas  |
|            | <b>13</b> | locales de autopartes. Recicle el Aceite Usado, Ni Una Gota de           |

	:60	<b>14</b>	Aceite Derramada, Ni Un Filtro Sin Reciclar. Visite CleanLA.com o
		<b>15</b>	llame al 888 253 2652 para más información. <u>Financiado por</u>
		<b>16</b>	<u>CalRecycle.</u>
		<b>17</b>	

<b>Advertiser:</b>	LADPW
<b>Campaign:</b>	Used Motor Oil and Oil Filter Recycling
<b>Media</b>	B-roll / Chinese Mandarin
<b>Length:</b>	60"
<b>A.E/Ext:</b>	YY / NC
<b>Male/Female Voice:</b>	FEMALE
<b>Client Approval:</b>	

**SFX:**

Upbeat BGM

**COPY:**

- |            |           |                                  |
|------------|-----------|----------------------------------|
|            | <b>1</b>  | 您知道嗎... 將舊機油倒進下水道和將舊機油濾油器丟進垃圾桶中是 |
|            | <b>2</b>  | 違法的？機油將沿著下水道最終流進海洋裏。殘留在舊機油濾油器中   |
| <b>:10</b> | <b>3</b>  | 的機油將滲入到地下中，而最終亦將流進海洋裏。如果當您親自更換   |
|            | <b>4</b>  | 完機油和機油濾油器，將車蓋蓋回去時，您只完成了一半的工作。您   |
|            | <b>5</b>  | 必須將舊機油和舊濾油器回收。將您的舊機油收集到一個容器中，並   |
|            | <b>6</b>  | 請勿將其與任何其他液體混合。將您的舊濾油器存放入乾淨的舊濾油   |
|            | <b>7</b>  | 器存放容器中或防滲漏袋內。將它們帶到任何一間接收舊機油和舊濾   |
| <b>:30</b> | <b>8</b>  | 油器的指定回收中心。在您附近的汽車用品零件商店的入口或窗前尋   |
|            | <b>9</b>  | 找此標誌。切記以正確的方式完成機油和機油濾油器的更換工作，並   |
|            | <b>10</b> | 將您使用過的舊機油和舊濾油器進行回收。回收舊機油，沒有機油被   |
|            | <b>11</b> |                                  |

	<b>12</b>	浪費，沒有濾油器被遺忘。查詢更多信息，請登錄 <a href="http://CleanLA.com">CleanLA.com</a> 或致
	<b>13</b>	電 866 989-5279。由 CalRecycle 贊助。
	<b>14</b>	
	<b>15</b>	

<b>Advertiser:</b>	LADPW
<b>Campaign:</b>	Used Motor Oil and Oil Filter Recycling
<b>Media</b>	B-roll / Chinese Cantonese
<b>Length:</b>	60"
<b>A.E/Ext:</b>	YY / NC
<b>Male/Female Voice:</b>	FEMALE
<b>Client Approval:</b>	

**SFX:**

Upbeat BGM

**COPY:**

- |  |   |
|--|---|
| <p>1</p> <p>2</p> <p>:10 3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>:30 8</p> <p>9</p> <p>10</p> <p>11</p> | <p>您知唔知道...將舊機油倒入水渠同將舊機油濾油器丟入垃圾桶係違法㗎？機</p> <p>油會沿住水渠最終流入海洋。殘留係舊機油濾油器裏面嘅機油會滲入到地</p> <p>下裏面，而最終亦都會流入海洋。如果當您自己換完機油同機油濾油器，將</p> <p>車頭蓋掀翻好嘅時候，您只係完成左工作嘅一半。您一定要回收舊機油同</p> <p>舊濾油器。將您嘅舊機油倒入去一個樽裏面，千祈唔好將舊機油同其他液</p> <p>體溝埋一齊。將您嘅舊濾油器放入喺一個乾淨嘅舊濾油器存放器皿或者防</p> <p>漏塑膠袋裏面。將佢哋帶去任何一間舊機油同舊濾油器嘅指定回收中心。</p> <p>係您附近嘅汽車用品零件商店嘅入口或者窗前慳呢個標誌。記住要用正確</p> <p>嘅方法去完成機油同機油濾油器嘅更換工作，亦都要將您用過嘅舊機油同</p> <p>舊濾油器帶去回收。回收舊機油，冇機油被浪費，冇濾油器被遺忘。查詢</p> <p>更多資料，請登錄 <a href="http://CleanLA.com">CleanLA.com</a> 或打者電話去 866 989-5279。由 CalRecycle</p> |
|--|---|

	12	贊助。
	13	
	14	
	15	



# FILTER EXCHANGE DRIVE

DOWNLOAD COUPON  
FOR A **FREE\*** FILTER AT  
**FreeFilterLA.com**



Recycle your used motor oil filter and receive a new one for free at drives listed below. Visit **FreeFilterLA.com** to redeem\* a coupon at specified drive listed on the coupon.

Residents may also recycle their used motor oil free of charge.

\*While supplies last. Valued up to \$15. Participants must recycle a used motor oil filter to receive a new one in exchange. Must bring coupon for redemption. Limit one filter per household. Coupon can be redeemed only at specified drive listed on the coupon.

## Dates & Locations

*Please see below for date and location of each Filter Exchange Drive.*

**4/3/2021**

**7:30 a.m. - 10 p.m.**

**O'Reilly Auto Parts**

800 E. Valley Blvd.  
Alhambra, CA 91801

**4/10/2021**

**7:30 a.m. - 9 p.m.**

**AutoZone**

55 N. Maclay Ave.  
San Fernando, CA 91340

**4/24/2021**

**7:30 a.m. - 11 p.m.**

**O'Reilly Auto Parts**

7019 Atlantic Ave.  
Bell, CA 90201

**5/8/2021**

**7:30 a.m. - 9 p.m.**

**O'Reilly Auto Parts**

14141 Imperial Hwy.  
La Mirada, CA 90638

**5/22/2021**

**7:30 a.m. - 10 p.m.**

**O'Reilly Auto Parts**

15840 Gale Ave.  
Hacienda Heights, CA 91745

**6/5/2021**

**7:30 a.m. - 9 p.m.**

**O'Reilly Auto Parts**

1516 E. Florence Ave.  
Los Angeles, CA 90001

## Remember When Recycling



**1. DO NOT** mix oil with any other liquids.



**2. KEEP** oil filter in a clean container or a ziplock.



**3. BRING BOTH** used motor oil and used oil filter.

**(888) CLEAN LA**  
CleanLA.com







# CAMPAÑA DE INTERCAMBIO DE FILTROS

DESCARGUE CUPÓN EN  
**FreeFilterLA-SPA.com**  
PARA UN FILTRO GRATIS\*



Recicla tu filtro de aceite de motor usado y recibe uno nuevo gratis en los sitios enumerados a continuación. Visita **FreeFilterLA-SPA.com** para canjear\* un cupón en la tienda especificada que aparece en el cupón.

Los residentes también pueden reciclar su aceite de motor usado gratis.

\*Hasta agotar existencias. Con un valor máximo de \$15. Los participantes deben reciclar un filtro de aceite de motor usado para recibir uno nuevo a cambio. Debe traer cupón para el intercambio. Límite de un filtro por hogar. El cupón sólo se puede canjear en la tienda específica que aparece en el cupón.

## Fechas y Ubicaciones

*Por favor consulte a continuación la fecha y la ubicación de cada sitio de intercambio de filtros.*

**4/3/2021**

**7:30 a.m. - 10 p.m.**

**O'Reilly Auto Parts**

800 E. Valley Blvd.

Alhambra, CA 91801

**4/10/2021**

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**7:30 a.m. - 9 p.m.**

**O'Reilly Auto Parts**

14141 Imperial Hwy.

La Mirada, CA 90638

**5/22/2021**

**7:30 a.m. - 10 p.m.**

**O'Reilly Auto Parts**

15840 Gale Ave.

Hacienda Heights, CA 91745

**6/5/2021**

**7:30 a.m. - 9 p.m.**

**O'Reilly Auto Parts**

1516 E. Florence Ave.

Los Angeles, CA 90001

## Recuerde al reciclar



**1. NO** mezcles el aceite con ningún otro líquido.



**2. MANTEGA** el filtro de aceite en un recipiente limpio, a prueba de filtraciones.



**3. TRAIGA AMBOS** el aceite de motor usado y filtro usado.

**(888) 253 2652**  
CleanLA.com





由CalRecycle 贊助

# 機油濾油器回收兌換日

登錄 [FreeFilterLA-CHI.com](http://FreeFilterLA-CHI.com)

下載優惠券

免費\*換取一個機油濾油器



回收您的舊機油濾油器，即可在以下的兌換日免費換取一個全新的濾油器。登錄 [FreeFilterLA-CHI.com](http://FreeFilterLA-CHI.com) 下載優惠券並在優惠券上指定的兌換日兌換\*優惠券。

居民還可以免費回收其舊機油。

\*送完即止。最高價值\$ 15。參與者必須回收舊機油濾油器及攜帶優惠券，才能兌換一個全新的濾油器。每個家庭只可換取一個濾油器。優惠券只可在該券上指定的兌換日使用。

## 日期及地點

請參閱以下有關每個機油濾油器回收兌換日的日期和地點。

**4/3/2021****7:30 a.m. - 10 p.m.****O'Reilly Auto Parts**

800 E. Valley Blvd.

Alhambra, CA 91801

**4/10/2021****7:30 a.m. - 9 p.m.****AutoZone**

55 N. Maclay Ave.

San Fernando, CA 91340

**4/24/2021****7:30 a.m. - 11 p.m.****O'Reilly Auto Parts**

7019 Atlantic Ave.

Bell, CA 90201

**5/8/2021****7:30 a.m. - 9 p.m.****O'Reilly Auto Parts**

14141 Imperial Hwy.

La Mirada, CA 90638

**5/22/2021****7:30 a.m. - 10 p.m.****O'Reilly Auto Parts**

15840 Gale Ave.

Hacienda Heights, CA 91745

**6/5/2021****7:30 a.m. - 9 p.m.****O'Reilly Auto Parts**

1516 E. Florence Ave.

Los Angeles, CA 90001

## 回收時請緊記



1. 請勿將機油與任何其他液體混合。



2. 將濾油器存放入乾淨及防滲漏的容器內。



3. 帶同舊機油和濾油器到合格的回收中心。

**(866) 989 5279**  
CleanLA.com



# COUPON

# FREE\* Filter!



Bring a used oil filter and get a new one for free up to \$15 value.

Download this coupon and redeem at **San Fernando AutoZone** listed below.

\*While supplies last. Valued up to \$15. Participants must recycle a used motor oil filter to receive a new one in exchange. Limit one filter per household. Coupon only valid at San Fernando AutoZone on 4/10/21.

**AutoZone**  
55 N. Maclay Ave.  
San Fernando, CA 91340

COUPON VALID DATE:

## 4/10/2021

Coupon value: \$15 + tax

Funded By  
**CalRecycle**





**CUPÓN**

# Filtro GRATIS\*



Traiga un filtro de aceite usado y obtenga uno nuevo gratis con un valor de hasta \$15.

Descargue este cupón para el intercambio en **AutoZone** en **San Fernando** que se indica debajo.

\*Hasta agotar existencias. Con un valor máximo de \$15. Los participantes deben reciclar un filtro de aceite de motor usado para recibir uno nuevo a cambio. Límite de un filtro por hogar. Cupón válido sólo en AutoZone en San Fernando el 10 de abril de 2021.

**AutoZone**  
55 N. Maclay Ave.  
San Fernando, CA 91340

FECHA VÁLIDA DEL CUPÓN:  
**10 de abril de 2021**  
Valor del cupón: \$15 + impuestos



優惠券

# 免費\* 機油濾油器！



帶上您的舊機油濾油器，即可免費換取一個最高價值\$15的全新濾油器。

下載並在位於聖費南度(San Fernando) 的以下指定AutoZone兌換此優惠券。

\*送完即止。最高價值\$15。參與者必須回收舊機油濾油器，才能兌換一個全新的濾油器。每個家庭只可換取一個濾油器。優惠券僅在2021年4月10日在指定的聖費南度(San Fernando) AutoZone有效。

**AutoZone**  
55 N. Maclay Ave.  
San Fernando, CA 91340

優惠券有效日期：  
**4/10/2021**  
優惠券價值：\$15+稅

由CalRecycle 贊助





## Remember when **RECYCLING**



**1.DRAIN** excess motor oil from the filter and place it in a clean and leakproof container. Do not mix oil with any other liquids.



**2.KEEP** oil filter in clean and leakproof container. Do not dispose in trash or storm drains.



**3.BRING** both used motor oil and used oil filter to a Certified Collection Center.\*



For more information, please call  
**(888) CLEAN LA or visit [CleanLA.com](http://CleanLA.com)**

\*Note: Not all collection centers accept oil filters. Please call collection center for details.



Recuerde cuando este  
**RECICLANDO**

Financiado Por  
**CalRecycle**

**NI** una gota de  
aceite derramada  
**NI** un filtro sin  
reciclar  
RECYCLE  
USED OIL



**1.DRENE** el exceso de aceite de motor del filtro y colócalo en un contenedor limpio, a prueba de filtraciones. No mezcles el aceite con ningún otro líquido.



**2.MANTENGA** el filtro de aceite en un recipiente limpio, a prueba de filtraciones. No lo tires a la basura ni al desagüe de lluvia.



**3.TRAIGA** ambos el aceite de motor usado y el filtro usado a un centro certificado de recolección\*.



Para más información, llame al  
**(888) 253 2652 Y CleanLA.com**

\*Nota: No todos los centros de recolección aceptan filtros de aceite usados.  
Por favor llame al centro de recolección para más detalles.

**Clean LA**  
LOS ANGELES COUNTY PUBLIC WORKS

# 回收時, 請緊記

由CalRecycle 贊助



**1. 排出** 濾油器中多餘的機油, 並將機油存入乾淨及防滲漏的容器中。請勿將機油與任何液體混合。



**2. 將** 濾油器存入乾淨及防滲漏的容器內。請勿將濾油器棄置在垃圾或排水道裡。



**3. 帶同** 舊機油和濾油器到合格回收中心。



如欲查詢, 請致電  
(866) 989 5279 [CleanLA.com](http://CleanLA.com)

\*備註: 部份合格回收中心不提供濾油器回收服務。請致電合格回收中心查詢。







# RECYCLE YOUR USED MOTOR OIL AND FILTERS



## Receive a New Filter Free When You Recycle

Recycle your used oil filter along with up to five gallons of uncontaminated used motor oil\*\* and get a new filter FREE at a Filter Exchange Event.

Recycling keeps hazardous waste out of our water and soil, so you and your children can enjoy a better tomorrow... today. Sustainable is attainable—and FREE—so make the exchange!

\*\*Only motor oil that is not mixed with other substances, eg. water, will be accepted.



## USED OIL FILTER Exchange

Bring your used oil filter and receive a new one.  
Used motor oil will also be accepted.

Date: Saturday, December 7, 2019

Place: **AutoZone**  
11560 Telegraph Rd.  
Santa Fe Springs, CA 90670

Time: 10 a.m. - 2 p.m.

\*Valued at up to \$15, while supplies last.  
Limit one filter per participant.



**(888)CLEAN LA**  
CleanLA.com



# RECICLA TU ACEITE DE MOTOR Y FILTROS USADOS



## Recibe un Filtro Nuevo Gratis Cuando Recicles

Recicla tu filtro de aceite usado y recibe un filtro nuevo **GRATIS**. Recuerda, puedes reciclar hasta cinco galones de aceite de motor usado\*\* durante nuestro Evento de Intercambio de Filtros. El reciclar ayuda a mantener los residuos peligrosos fuera de nuestro medio ambiente, para que tú y tus hijos puedan disfrutar un mejor mañana. La sostenibilidad es posible – y es GRATIS. ¡Así que participa en el intercambio!

\*\* Es decir, se aceptará el aceite de motor que no esté mezclado con otras sustancias, por ejemplo agua.



## INTERCAMBIO DE FILTROS DE ACEITE USADOS

*Entrega tu filtro de aceite usado y obtén uno nuevo.  
También se aceptará aceite usado.*

Fecha: sábado, 7 de diciembre, 2019

Lugar: **AutoZone**  
11560 Telegraph Rd.  
Santa Fe Springs, CA 90670

Horas: 10 a.m. - 2 p.m.

\*Con un valor máximo de \$15, hasta agotar existencias.  
Límite de un filtro por participante.



# (888) 253 2652

CleanLA.com



由CalRecycle 贊助

# 從今天開始,回收 舊機油和濾油器



## 回收舊濾油器， 免費獲得新濾油器

在濾油器回收活動中回收舊濾油器，以及最多5加侖未污染的舊機油\*\*，即可免費獲得一個新的濾油器。  
回收可以避免水和土壤的污染，您和您的孩子可以享受更美好的當下和明天！  
不花一分錢即可實現可持續發展，現在就開始您的回收吧！

\*\*舊機油不可與其他代替物混合，例如：水。

免費\*  
領取  
機油濾油器！

## 舊機油濾油器回收活動

帶上您的舊機油濾油器參與回收，即可獲得一個全新的濾油器。舊機油也可在活動現場進行回收。

日期：2020年3月21日，週六

地點：O'Reilly Auto Parts  
965 E. Las Tunas Dr.  
San Gabriel, CA 91776

時間：上午10時至下午2時

\*最高價值\$15，送完即止。  
每位參加者只可獲贈一個濾油器。



**Public Works**  
LOS ANGELES COUNTY

沒有機油  
被浪費  
濾油器  
被遺忘

欲了解更多信息，請致電 (866) 989 5279



# Alhambra Filter Exchange Drive

**PRINT COUPON**  
FOR A **FREE\*** FILTER AT  
**FreeFilterLA.com**



Bring your used oil filter and a printed coupon to receive a new one for free, up to a \$15 value. Visit [FreeFilterLA.com](https://FreeFilterLA.com) to download your coupon. You can also recycle up to 5 gallons of used motor oil.

**Saturday**  
**April 3, 2021**  
**7:30 a.m. - 10 p.m.**

**O'Reilly Auto Parts**  
**800 E. Valley Blvd.**  
**Alhambra, CA 91801**

**(888) CLEAN LA**  
**CleanLA.com**



\*While supplies last. Valued up to \$15. Participants must recycle a used motor oil filter to receive a new one in exchange. Must bring coupon for redemption. Limit one filter per household.



# Alhambra Campaña De Intercambio De Filtros

IMPRIME CUPÓN EN  
[FreeFilterLA-SPA.com](http://FreeFilterLA-SPA.com)  
PARA UN FILTRO GRATIS\*



Traiga su filtro de aceite usado y cupón impreso para recibir uno nuevo gratis, con un valor máximo de \$15. Visite [FreeFilterLA-SPA.com](http://FreeFilterLA-SPA.com) para descargar su cupón. También puede reciclar hasta 5 galones de aceite de motor usado.

**Sábado**  
**3 de abril de 2021**  
**7:30 a.m. - 10 p.m.**

**O'Reilly Auto Parts**  
**800 E. Valley Blvd.**  
**Alhambra, CA 91801**

**(888) 253 2652**  
**CleanLA.com**



\*Hasta agotar existencias. Con un valor máximo de \$15. Los participantes deben reciclar un filtro de aceite de motor usado para recibir uno nuevo a cambio. Debe traer cupón para el intercambio. Límite de un filtro por hogar.



由CalRecycle 贊助

# Alhambra 機油濾油器回收兌換日

登錄 [FreeFilterLA-CHI.com](http://FreeFilterLA-CHI.com)

列印優惠券

免費\*換取一個機油濾油器



帶上您的舊機油濾油器及列印優惠券，即可免費換取一個最高價值 \$15 的全新濾油器。登錄 [FreeFilterLA-CHI.com](http://FreeFilterLA-CHI.com) 下載優惠券。您還可以回收最多 5 加侖的舊機油。

星期六  
2021年4月3日  
7:30 a.m. - 10 p.m.

**O'Reilly Auto Parts**  
800 E. Valley Blvd.  
Alhambra, CA 91801

**(866) 989 5279**  
**CleanLA.com**



\*送完即止。最高價值 \$ 15。參與者必須回收舊機油濾油器及攜帶優惠券，才能兌換一個全新的濾油器。每個家庭只可換取一個濾油器。

Functional Items



Stickers – Spanish



Remember when **RECYCLING**      Recuerda cuando estás **RECICLANDO**



1. **DO NOT** mix oil with any other liquids.
1. **NO** mezcles el aceite con ningún otro líquido.



2. **KEEP** oil filter in a clean container.
2. **MANTÉN** el filtro de aceite en un recipiente limpio.



3. **BRING BOTH** used motor oil and used oil filter.
3. **TRAE** ambos el aceite y el filtro usado.

**1(888)CLEANLA**  
[www.CleanLA.com](http://www.CleanLA.com)

**1(888)253-2652**  
[www.CleanLA.com](http://www.CleanLA.com)





Stickers – Chinese



Remember when  
**RECYCLING** 回收時, 請緊記



1. **DO NOT** mix oil with any other liquids.

1. 不可將機油與其他液體混合。



2. **KEEP** oil filter in a clean container.

2. 將濾油器存放在乾淨的容器內。



3. **BRING BOTH** used motor oil and used oil filter.

3. 請同時回收舊機油和濾油器。

**1(888)CLEAN LA**  
[www.CleanLA.com](http://www.CleanLA.com)


**1(866)989-5279**  
[www.CleanLA.com](http://www.CleanLA.com)




**NO MOTOR OIL WASTED  
NO FILTER LEFT BEHIND**

Funded By  
**CalRecycle**

Get a  
*new filter*  
**FREE**  
when you  
recycle  
today!



**(888) CLEAN LA**  
CleanLA.com

 **Public Works**  
LOS ANGELES COUNTY

¡Recibe un  
filtro *nuevo*  
**GRATIS**  
cuando  
recicle  
hoy!



**(888) 253 2652**  
**CleanLA.com**

沒有機油  
沒有濾油器  
沒有被遺忘

由 CalRecycle 贊助

今天  
回收舊濾油器，  
**免費**  
獲得新濾油器！



(866) 989 5279  
CleanLA.com





MARK PESTRELLA, 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~~

Exhibit O  
1 of 2

### **PUBLIC WORKS MEDIA CONSENT, RELEASE AND WAIVER LIABILITY FORM**

I, \_\_\_\_\_ hereby give my consent to and authorize the County of Los Angeles, its agents and employees, to be photographed, videotaped, and/or recorded and use the photograph(s), video, audio recordings and my name (collectively referred to herein as the "Material") for informational, educational, promotional, or publicity purposes concerning the County of Los Angeles Department of Public Works.

I understand and agree that the Material may be used on the County's Website, or in County publications or displays, public newspapers, magazines, reports, or other public documents including electronic or digital recordings. I also understand and agree that the Material may be used without any further consent, notification or authorization from me. I understand and agree that the County may modify the Material in the process of editing. I further understand and agree that I will not be entitled to any form of compensation from the County for use of the Material and that any and all intellectual property rights, including derivative works for the Material, shall be the sole property of the County.

I hereby release the County of Los Angeles, their officers, employees, or agents, from any and all claims and/or liability arising out of or connected to the use of the Material as stated above and covenant not to sue the County for use of the Material.

I have read and understand the foregoing consent, release, and waiver of liability, and voluntarily accept and agree to its terms.

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

**Date:** \_\_\_\_\_



MARK PESTRELLA, 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:

Exhibit O  
2 of 2

### PUBLIC WORKS MEDIA CONSENT, RELEASE AND WAIVER OF LIABILITY FORM

I hereby give my consent to and authorize the County of Los Angeles, its agents and employees, to photograph, videotape and/or record my child \_\_\_\_\_ and use the photograph(s), video, audio recordings and my child's name (collectively referred to herein as the "Material") for informational, educational, promotional, or publicity purposes concerning the County of Los Angeles and/or the Department of Public Works.

I understand and agree that the Material may be used on the County's Website, or in County publications or displays, public newspapers, magazines, reports, or other public documents including electronic or digital recordings. I also understand and agree that the Material may be used without any further consent, notification or authorization from me. I understand and agree that the County may modify the Material in the process of editing. I further understand and agree neither I nor my child will be entitled to any form of compensation from the County for use of the Material and that any and all intellectual property rights, including derivative works for the Material, shall be the sole property of the County.

I hereby release the County of Los Angeles and/or the Department of Public Works, their officers, employees, or agents, from any and all claims and/or liability arising out of or connected to the use of the Material as stated above and covenant not to sue the County for use of the Material.

I have read and understand the foregoing consent, release, and waiver of liability, and voluntarily accept and agree to its terms.

Name of Child (print): \_\_\_\_\_

Name of School: \_\_\_\_\_

Name of Teacher: \_\_\_\_\_

If child is under 18 years of age, name of

Parent/Guardian, (print): \_\_\_\_\_

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



OPP10 CCC SITE VISIT ROUND 1 PROPOSED SCHEDULE								
Date: 11/10/20								
SITES AND VISIT DATES								UBG Participant
November 16 2020 (Monday)								
1	19-C-04733	AutoZone #5477*	21356 Arrow Highway, Covina	Charter Oak*	91724	SD#5	(909)599-6846	OPP10
2	19-C-04165	O'Reilly Auto Parts #3037*	20824 East Arrow Highway, Covina	Charter Oak*	91724	SD#5	(626)914-5606	OPP10
November 16 2020 (Monday)								
3	19-C-00827	AutoZone #5349	1100 W Commonwealth Ave,	Alhambra	91803	SD#5	(626) 284-7096	OPP10
4	19-C-01241	Firestone Store #011304	837 E Main St,	Alhambra	91801	SD#5	(626) 282-9184	OPP10
5	19-C-04102	O'Reilly Auto Parts #3068	800 E Valley Blvd	Alhambra	91801	SD#5	(626) 570-8998	OPP10
6	19-C-11882	Jiffy Lube #1722	1332 S Fremont Ave,	Alhambra	91803	SD#5	(626) 570-8930	OPP10
November 17 2020 (Tuesday)								
7	19-C-09378	Commerce Lube	2432 S Indiana St	Commerce	90023	SD#1	(323) 261-5100	OPP10
8	19-C-10142	International Repair	4246 E Washington Blvd,	Commerce	90023	SD#1	(323) 264-4143	OPP10
9	19-C-04096	O'Reilly Auto Parts #2959	7019 S Atlantic, Ave.	Bell	90201	SD#1	(323) 771-9906	OPP10
10	19-C-11598	Jiffy Lube #3747	4201 E. Florence Ave.	Bell	90201	SD#1	(323) 319-5500	OPP10
November 17 2020 (Tuesday)								
11	19-C-11709	O'Reilly Auto Parts #5653*	3700 E Cesar E Chavez Ave, Los Angeles	Belvedere*	90063	SD#1	(323)268-1327	OPP10
12	19-C-10113	O'Reilly Auto Parts #4386*	3431 E Cesar E Chavez Ave, Los Angeles	Belvedere*	90063	SD#1	(417)862-2674	OPP10
November 18 2020 (Wednesday)								
13	19-C-04286	O'Reilly Auto Parts #2998*	722 S Atlantic Blvd,	East Los Angeles*	90022	SD#1	(323) 261-6295	OPP10
14	19-C-04741	AutoZone #5377*	1131 S Atlantic Blvd,	East Los Angeles*	90022	SD#1	(323) 264-4095	OPP10
15	19-C-04816	AutoZone #5443*	4301 E. Cesar E. Chavez Ave.	East Los Angeles	90022	SD#1	(323)261-6448	OPP10
16	19-C-04709	AutoZone #5361*	3801 Whittier Blvd,	East Los Angeles*	90023	SD#1	(323) 266-8591	OPP10
17	19-C-10266	AutoZone #4173	11560 Telegraph Rd,	Santa Fe Springs	90670	SD#4	(562) 864-1037	OPP10
November 19 2020 (Thursday)								
18	19-C-02111	Firestone Store #004332	104 S Maclay Ave,	San Fernando	91340	SD# 3	(818) 361-0175	OPP10
19	19-C-03404	Pep Boys #635	1231 San Fernando Rd.	San Fernando	91340	SD# 3	(215) 430-9226	OPP10
20	19-C-10293	O'Reilly Auto Parts #4605	1128 Pico St,	San Fernando	91340	SD# 3	(417) 862-2674	OPP10
21	19-C-11884	Jiffy Lube #1855	2304 Foothill Blvd,	La Cañada Flintridge	91011	SD#5	(818) 541-7717	OPP10
22	19-C-04083	O'Reilly Auto Parts #3042*	2605 Foothill Blvd,	La Crescenta*	91214	SD#5	(818) 248-0400	OPP10
November 19 2020 (Thursday)								
23	19-C-04119	O'Reilly Auto Parts #3076*	15840 E Gale Ave	Hacienda Heights*	91745	SD#4	(626) 961-2128	OPP10
24	19-C-04126	O'Reilly Auto Parts #3574*	14141 Imperial Highway, La Mirada	South Whittier*	90638	SD#4	(562) 903-0945	OPP10
25	19-C-09302	AutoZone #5887*	13541 Florence Ave., Whittier	South Whittier*	90605	SD#4	(562) 946-7709	OPP10
November 20 2020 (Friday)								
26	19-C-10066	AutoZone #4092*	1262 E Firestone Blvd,	Florence*	90001	SD#2	(323) 584-6153	OPP10
27	19-C-04805	AutoZone #5425*	1457 E Florence Ave.	Florence*	90001	SD#2	(323) 589-6440	OPP10
28	19-C-08084	AutoZone #3717*	5858 South Central Ave.	Florence*	90001	SD#2	(323) 234-4788	OPP10
29	19-C-04154	O'Reilly Auto Parts #3049*	1516 E. Florence Ave.	Florence*	90001	SD#2	(323) 584-4370	OPP10
November 20 2020 (Friday)								
30	19-C-04107	O'Reilly Auto Parts #3066*	1213 W Carson St., Torrance	West Carson*	90502	SD#2	(310)212-3910	OPP10
31	19-C-04798	AutoZone #5502*	12726 San Pedro St, Los Angeles	Athens*	90061	SD#2	(323)757-0224	OPP10

\*Unincorporated Area



***Certified Center Site Visit Checklist***

Center Name:	CalRecycle ID:	Date of last claim:
Street Address:	Phone:	
City/Zip:	Tank Size:	
Accepts filters:	(Note any drums)	
Contact last visit:	Current visit date:	
Contact this visit (Name, Title):	Visiting OPP Representative:	

**Center Requirements and Assistance****Yes****No**

1	<p>Is the Certified Center sign posted so it is visible from the street?</p> <p>Note any issues with condition of signs, visibility etc.</p> <p>Note any new signs provided (include filter recycling, 'stop!' signs):</p>	<input type="checkbox"/>	<input type="checkbox"/>
2	<p>Has the Center turned away anyone who brought used oil? If yes, why?</p> <p>contaminated                      too much quantity                      tank full</p> <p>other:</p>	<input type="checkbox"/>	<input type="checkbox"/>
3	<p>Does the operator provide information on where to take contaminated oil?</p> <p>(Assist as needed with copies from the Operators Guide)</p>	<input type="checkbox"/>	<input type="checkbox"/>
4	<p>Does illegal dumping of oil and/or other materials happen at this location?</p> <p>Rank severity on a scale of 1-5:</p> <p><b>1</b>= happened once   <b>2</b>= happens rarely   <b>3</b>= happens several times/ year</p> <p><b>4</b>= happens several times/ month   <b>5</b>= happens more than weekly</p> <p>Discuss options, follow-up:</p>	_____	
5	<p>Is this location filing incentive claims?</p> <p>(note: chain locations are generally filing through corporate offices)</p> <p><b>If yes:</b> Questions or problems? Using the self-calculating form?</p> <p><b>If no:</b> Aware of the incentive claim? Would like help to apply?</p>	<input type="checkbox"/>	<input type="checkbox"/>
6	<p>Reviewed Operator's Guide and any updates with the Center staff/ manager?</p> <p>Describe any issues, follow-up needed:</p>	<input type="checkbox"/>	<input type="checkbox"/>





## USED OIL CERTIFIED COLLECTION CENTER APPLICATION

**INSTRUCTIONS.** Print legibly using blue or black ink or type. Submit a separate form for each location. Use N/A to indicate any items that are not applicable.

### 1. APPLICATION TYPE (Check One)

- ☐ Initial New Application (*CalRecycle will issue a new certification number*)
- ☐ Location Change ☐ Operator Change (CalRecycle Certification #) \_\_\_\_\_
- ☐ Recertification Application (CalRecycle Certification #) \_\_\_\_\_
- Do you need replacement CCC signage for your store? ☐ Yes ☐ No

### 2. OPERATOR INFORMATION

Operator/Corporation Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Federal Taxpayer Identification Number (FEIN #): \_\_\_\_\_

Does the operator own or operate a used oil hauler business?

☐ Yes ☐ No

Does the operator own or operate a used oil recycling facility?

☐ Yes ☐ No

Does the operator use a contractor/consultant to manage incentive claim submissions?

☐ Yes ☐ No

Name of Contractor/Consultant: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### 3. ORGANIZATION TYPE (Check One)

#### **A. For Profit**

- ☐ **Individual** (*Attach fictitious business name statement or business license*).
- ☐ **Partnership** (*Attach a copy of partnership agreement*).
- ☐ **Corporation** (*Corporate Name and number assigned by the California [Secretary of State's Office](#)*).
- Corporate Name: \_\_\_\_\_ Corporate #: \_\_\_\_\_
- ☐ **Husband and Wife Co-Ownership** (*Provide both spouses' names and signatures in Section V. Declaration and Signatures*).



## B. Non-Profit

Attach a copy of your tax-exempt status letter from the Federal Internal Revenue Service or the State of California Franchise Tax Board. Non-profit corporations may provide a letter confirming tax-exempt status or may write below the exact corporate name and number as filed with the California Secretary of State.

☐ **Corporation Name & Number:** \_\_\_\_\_

## C. Other Entity

☐ **Local Government Agency** (Attach a copy of authorizing letter or resolution from the governing body.)

## 4. COLLECTION CENTER INFORMATION

Name of Business (as seen from the street): \_\_\_\_\_

Street Address (location of oil collection center): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (if different from address above): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Contact Email Address: \_\_\_\_\_

EPA Hazardous Waste Generator Identification Number: \_\_\_\_\_

Total Tank Capacity (in gallons) & Number of Extra Drums (Example 500/3): \_\_\_\_\_

Does the Center accept used Oil Filters?

☐ Yes ☐ No

Does the Center crush used Oil Filters?

☐ Yes ☐ No

### Check One Collection Center Type (Below) that Describes Your Site:

☐ Filter Crusher

☐ Auto Wrecking

☐ Auto Parts Store

☐ Commercial Oil Sales

☐ PHHW/Landfill/Transfer Station

☐ Auto Fleet

☐ Service Center & Parts Store

☐ Dealership

☐ Truck Service Shop

☐ Marina

☐ Auto Service/Repair

☐ Oil Change Shop

☐ Travel Center



## **5. DECLARATION AND SIGNATURES**

IF APPLICANT IS:

- A **partnership**, the application must be signed by a partner, with authority to bind the partnership to a contract.
- A **firm, association, corporation, county, city, public agency or other governmental entity**, the application must be signed by the Chief Executive Officer or the individual with authority to legally bind the entity to a contract.
- A **husband and wife** co-ownership, the application must be signed by both the husband and the wife.

*I certify, under penalty of perjury, that the information contained in this application is true and correct to the best of my knowledge, and that the facility for which this application is being made is currently in compliance with all Federal, State and local requirements. I certify that the property owner is aware that I am applying to become a certified used oil collection center and will be accepting used oil from the public.*

*I agree to operate in compliance with the requirements of the California Oil Recycling Enhancement Act, and with all related regulatory provisions, including the following requirements:*

- *Used oil will be accepted from the public free of charge during normal business hours.*
- *The recycling incentive fee of 40 cents/gallon will be rendered upon request by the public at the time used oil is accepted; and*
- *A Used Oil Collection Center sign (provided free to the business) will be posted outside the business so that it can be seen easily from the street.*

Applicant's Signature	Printed Name	Date Signed
Executed at: City	County	State
Applicant's Signature	Printed Name	Date Signed
Executed at: City		State

Return completed application to:

Department of Resources Recycling and  
Recovery (CalRecycle)  
Used Oil Recycling Program  
Attn: Certification  
1001 I Street, MS 9-A  
Sacramento, CA 95814

If you have questions:

Please call: (916) 341-6690  
E-mail: [UsedOilCCC@CalRecycle.ca.gov](mailto:UsedOilCCC@CalRecycle.ca.gov)  
Fax (916) 319-7490

**For CalRecycle Use Only**

**Date Received** \_\_\_\_\_

**Date Accepted** \_\_\_\_\_



**INSTRUCTIONS FOR COMPLETING  
USED OIL CERTIFIED COLLECTION CENTER APPLICATION**

1. Select Application Type
2. Complete Operator/Corporation Information. The FEIN # is a **required** field
3. Select your Organization Type.
  - a. If you are an Individual, please attach a copy of the fictitious business name statement or business license. If you are a Partnership, please attach a copy of the partnership agreement. If you are a Corporation, you must provide your Corporate name and Corporate #.
  - b. If you are a non-profit, please attach a copy of your tax-exempt status letter from the Federal Internal Revenue Service or California Franchise Tax Board.
  - c. If you are a Local Government Agency, please attach a copy of authorizing letter for resolution from the governing body.
4. Complete the Collection Center Information
  - Name of Business **as seen from the street**
  - Street Address – The location of the Oil Collection Center
  - Mailing Address – if it is different from the address above
  - Contact Person's Name, Phone Number and Email address
  - EPA Hazardous Waste Generator Identification Number - **This is required and the EPA # MUST be active**
  - Total Tank Capacity (in gallons) and Number of Extra Drums (Example 500/3) – This is a required field
  - Do you accept used Oil Filters?
  - Do you crush your used Oil Filters?
  - Check only **ONE** of the Collection Center Types that best describes your site.
5. Please read the Declaration and sign the Application providing your printed name, date and location of signature.
  - Return completed application to address provided or email to [UsedOilCCC@CalRecycle.ca.gov](mailto:UsedOilCCC@CalRecycle.ca.gov). If you have any questions, please contact the CCC Unit at (916)341-6690 or send an email to the above email address.

Exhibit S

# PERSONNEL EXPENDITURE SUMMARY

GRANT NUMBER

REPORTING & EXPENDITURE CATEGORY

GRANTEE

EMPLOYER

Task #	Name/Classification	Date Worked	Hours Worked	Hourly Rate (w/benefits)	Total (Hours x Rate)	Activity

Totals: \_\_\_\_\_

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
GRANTEE SIGNATURE (IF CONTRACTOR TIME CLAIMED)

See reverse for instructions and example.

## INSTRUCTIONS

Please submit this form or another form with equivalent information when requesting reimbursement for personnel costs.

**Grant Number:** This is the full number assigned to your grant (found in the upper right corner of your Grant Agreement).

**Reporting & Expenditure Category:** Indicate the budget category to which the hours are being billed. Use a separate form for each budget category.

**Grantee:** This is the entity that was awarded the grant as shown on the Grant Agreement.

**Employer:** Indicate what entity employs the person(s) listed on this form. This will usually be the grantee or a contractor that is implementing all/part of the grantee's program. Use a separate form for each employer.

**Task #:** Number each task to make it easier to reference.

**Name/Classification:** Enter the name and classification of the employee.

**Date Worked:** Indicate every day each employee worked on grant related tasks. List each date separately.

**Hours Worked:** For each date, indicate how many hours (whole and partial) each employee worked on grant related tasks.

**Hourly Rate (w/Benefits):** Fill-in the pay rate (including benefits) for each employee.

**Total (Hours x Rate):** This is the number of hours worked multiplied by the hourly rate.

**Activity:** Indicate the grant related activity that each employee worked on for each of the dates/hours listed.

**Totals:** Please total the Hours Worked and Total (Hours x Rate) columns.

**Signatures:** Forms must be signed by the appropriate supervisor(s). Timesheets submitted for contractor personnel must be signed by a supervisor at the contracted entity and by the authorized signature authority for the grant.

Example:

Task #	Name/Classification	Date Worked	Hours Worked	Hourly Rate (w/benefits)	Total (Hours x Rate)	Activity
1	John Doe Admin. Assistant	8/12/09	2	\$10.00	\$20.00	Develop newspaper ads for Certified Center Kick-off
2	Jane Doe Used Oil Manager	9/19/09	5.5	\$15.00	\$82.50	Staff used oil recycling information booth for Certified Center Kick-off
3	Jane Doe Used Oil Manager	9/20/09	3.25	\$15.00	\$48.75	Respond to requests for used oil information gathered at 9/19/09 event
Totals:					<u>10.75</u>	<u>\$151.25</u>



## ***How to name digital media***

### **Photo, video, and audio**

date\_project\_day\_camera\_shot  
(date=4-digit year, 2-digit month, 2-digit day)

example for movie file: 20110519\_erac2011\_1\_a\_2475.mov

note – when naming location audio from a house mix or field recorder, instead of a camera  
use:

hm (for house mix)  
fr (for field recorder)

### **graphics and other elements:**

project\_element\_number

example for motion file: erac2011\_lower3rd\_15.mont

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Project name should be brief and use no more than two words  
(use lower case for one word, use TitleCase for two words):

one word example: **core**

two word example: **CoreBuildings**

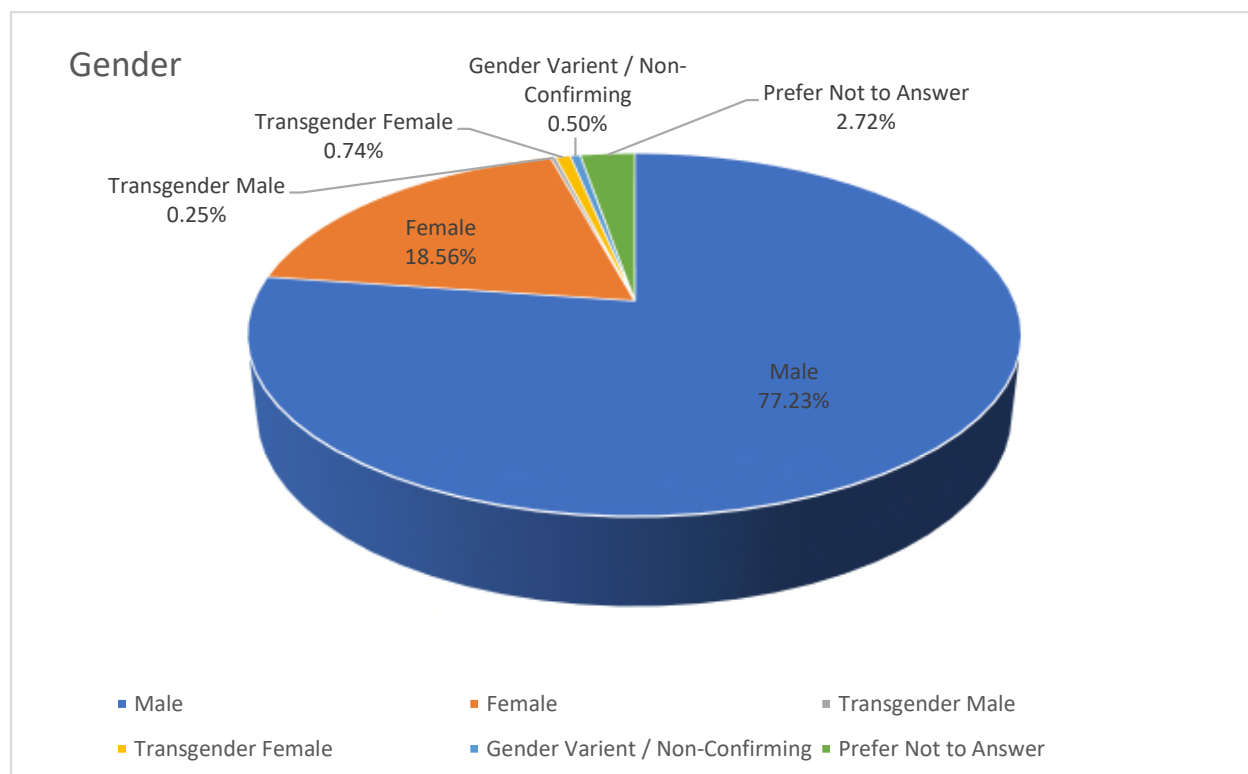
**With Los Angeles County Public Works***USED MOTOR OIL AND OIL FILTER RECYCLING PROGRAM (OPP10 CYCLE)***Task 9: Program Evaluation****Filter Exchange Drives Entry Form Results, Version: 6/15/21**

Below is a summary of the key findings gathered from a total of **404** entry forms at the six Filter Exchange Drives during the OPP10 Cycle:

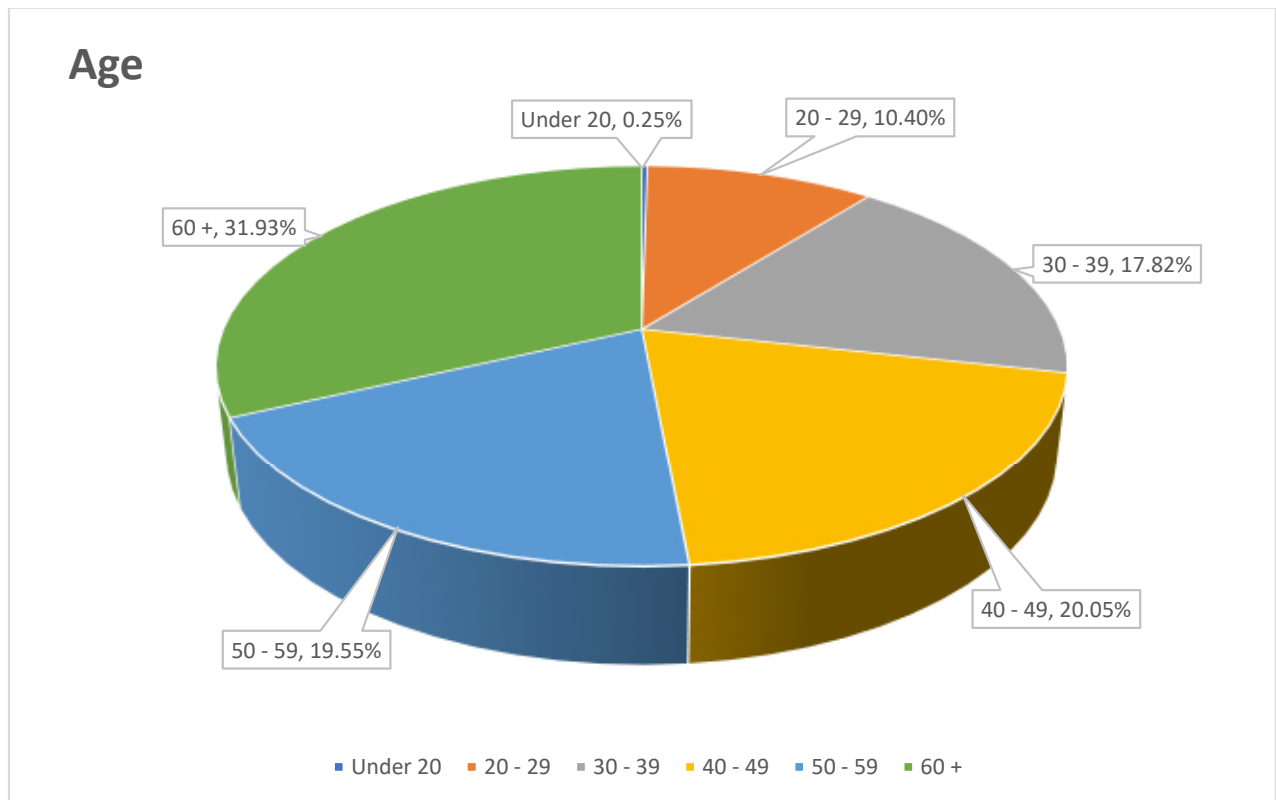
Oil Filter Exchange Drives – Entry Form Key Findings	Percentage
Male	77%
50+ years old	51%
30 – 49 years old	38%
Heard about the Drive through print advertising	30%
Heard about the Drive through LA County Public Works Social Media	18%
Heard about the Drive through neighbourhood canvassing flyers	10%
Heard about the Drive through online advertising	9%

Below are the entry form results gathered at the six Filter Exchange Drives in the OPP10 Cycle:

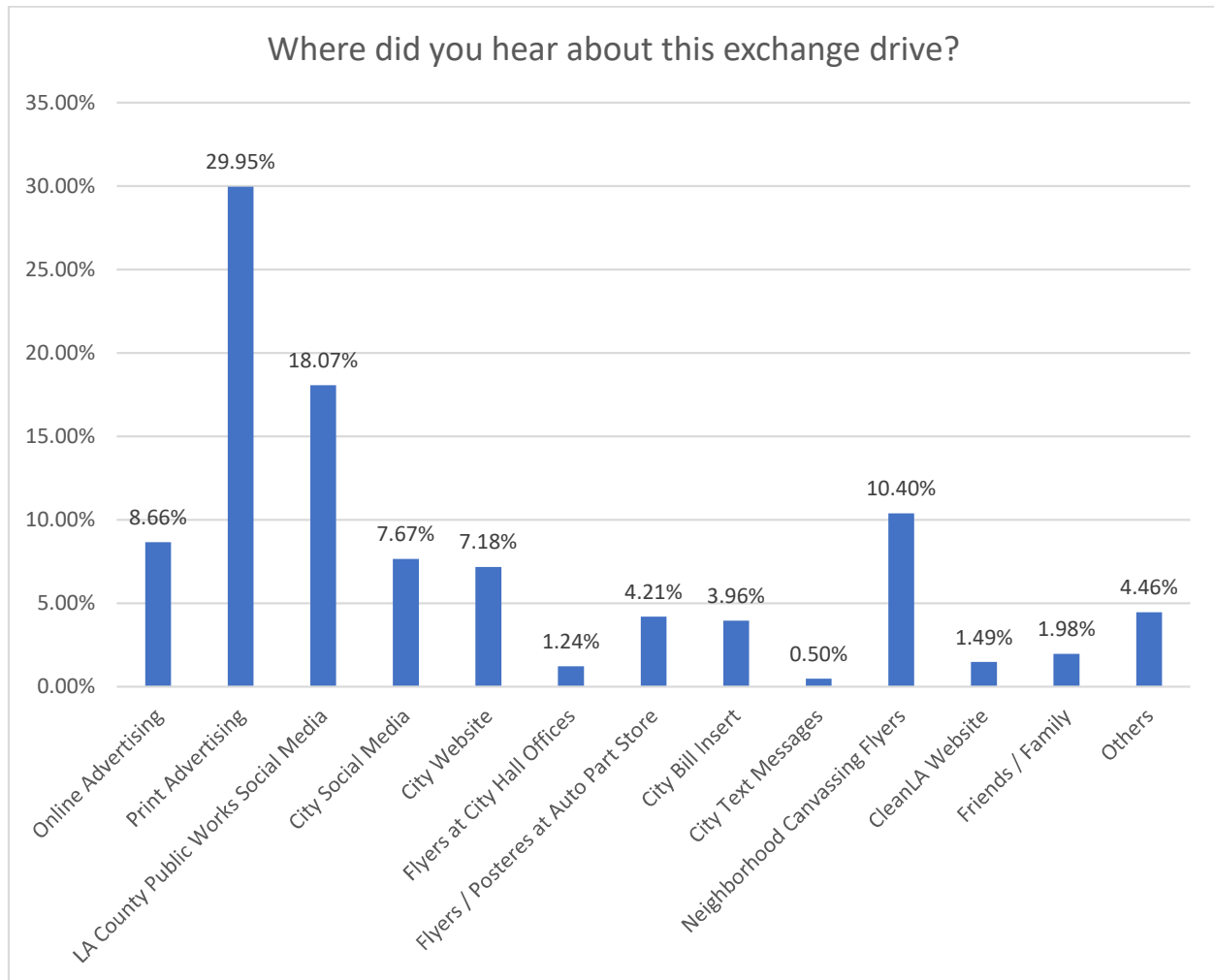
- **Gender:** 77% survey participants identified themselves as male



- **Age:** 51% of the survey participants were 50+ years old

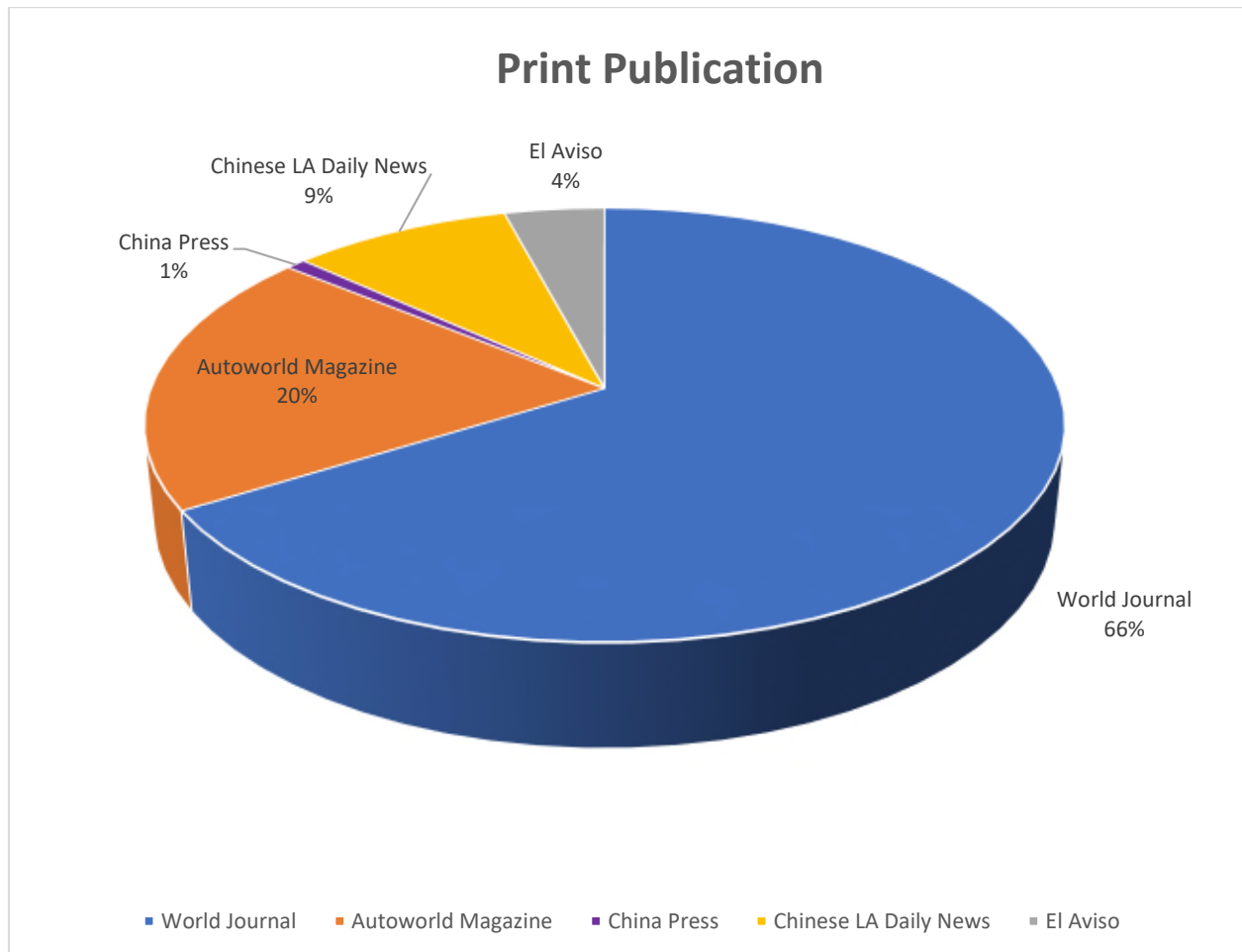


- 30% of the survey participants heard of the Drive through print advertising



\* Percentages may not add up to 100% due to rounding.

- Out of the 121 survey participants who heard about the Drive through print advertising, 66% of them heard about the Drive through World Journal

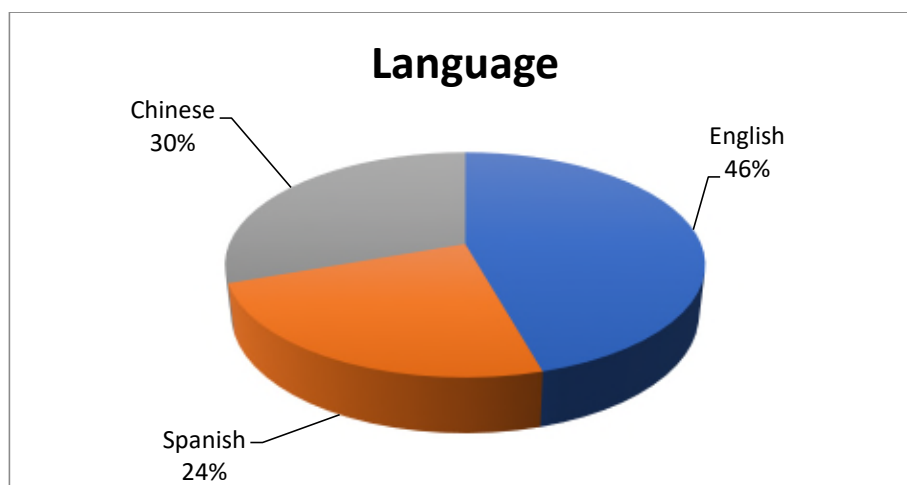


Below is a summary of the key findings gathered from a total of **495** surveys at the six filter exchange events during the OPP9 Cycle:

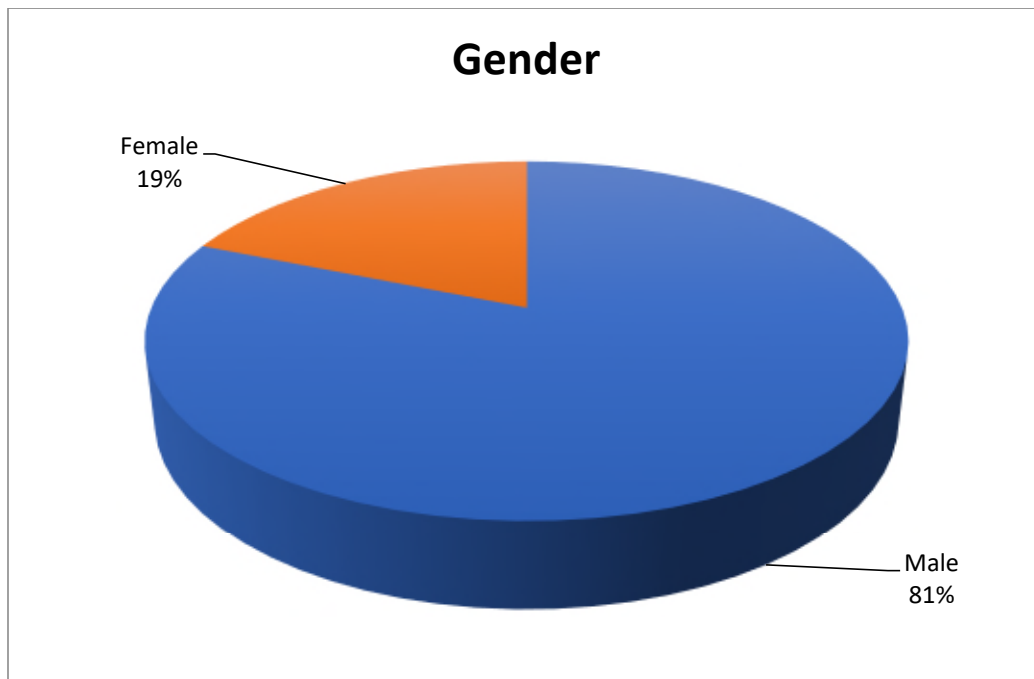
Oil Filter Exchange Events - Survey Key Findings	Percentage
English language preference	46%
Chinese language preference	30%
Male	81%
50+ years old	64%
Asian respondents	56%
Hispanic or Latino respondents	39%
Previously recycled oil filters	75%
Change their own oil	69%
Friends / family members change oil for them	19%
Purchase oil/filters at Auto Zone	32%
Purchase oil/filters at O'Reilly Auto Parts	27%
Dispose of their oil filters in local collection center (i.e. O'Reilly or AutoZone)	61%
Dispose of their oil filters in oil exchange events	14%
Heard about the event through print	34%
Heard about the event through television	19%
Have not called / visited and never heard of the 1 (888) CLEAN LA hotline / the CLEAN LA website	55%
Do not want to sign up for e-newsletter about upcoming events	78%
Do not want to receive text message about upcoming events	71%

Below are the survey results gathered at the six filter exchange events in the OPP9 Cycle:

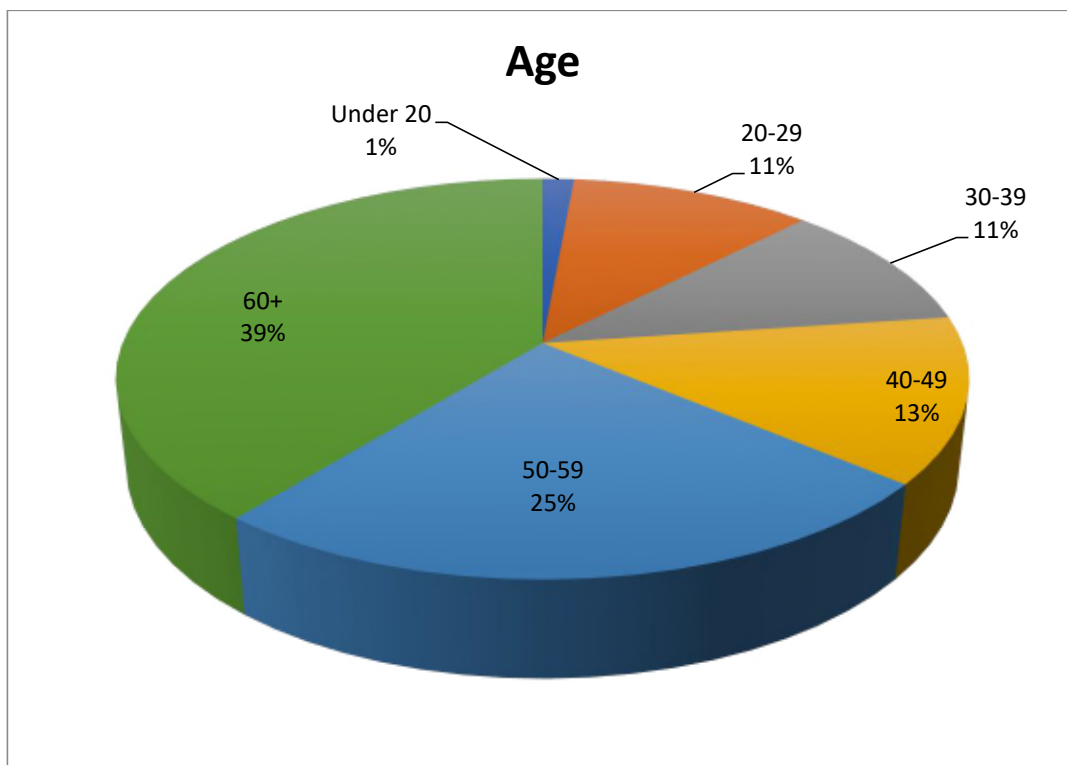
- Language: 46% of surveys were taken in English



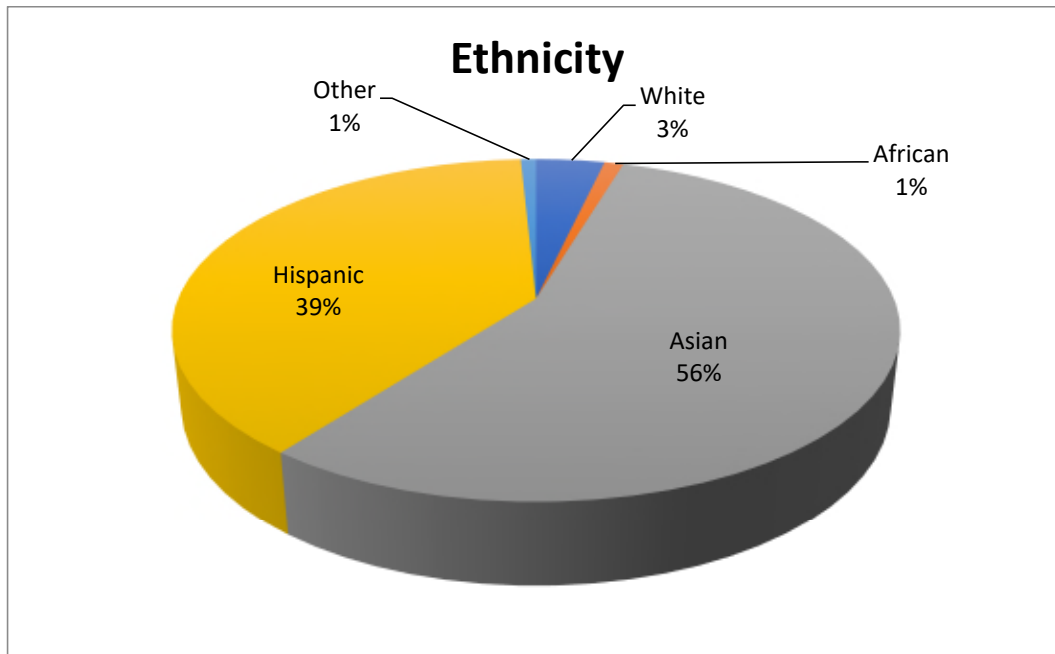
- Gender: 81% survey participants were male



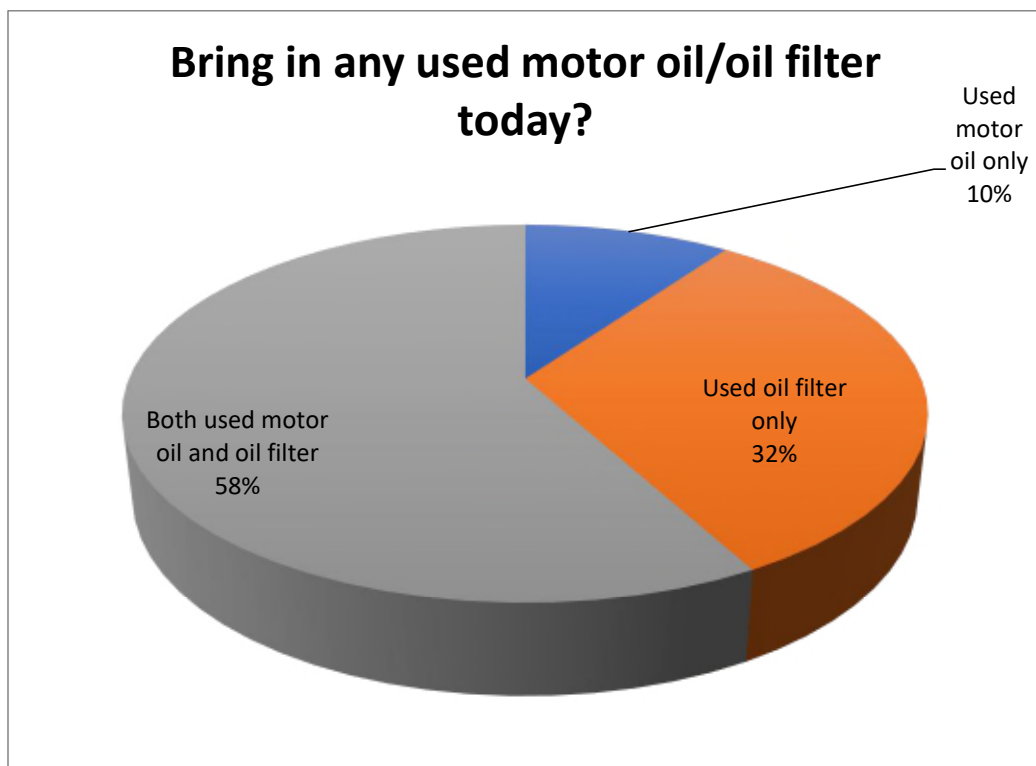
- Age: 64% of survey participants were 50+ years old



- Ethnicity: 56% of survey participants were Asian

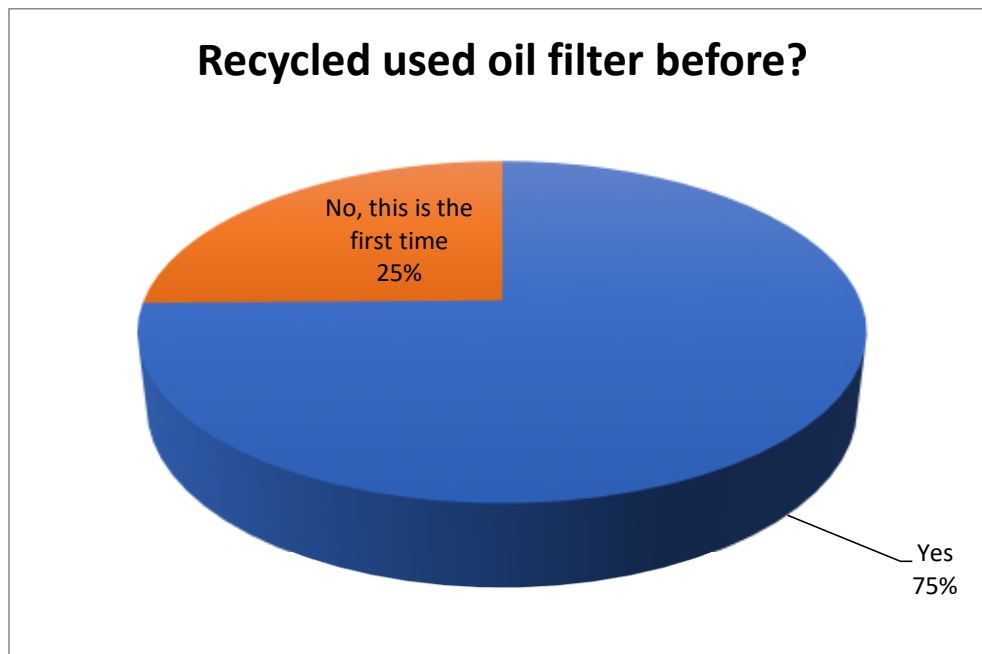


- 58% of survey participants brought in both used motor oil and oil filter

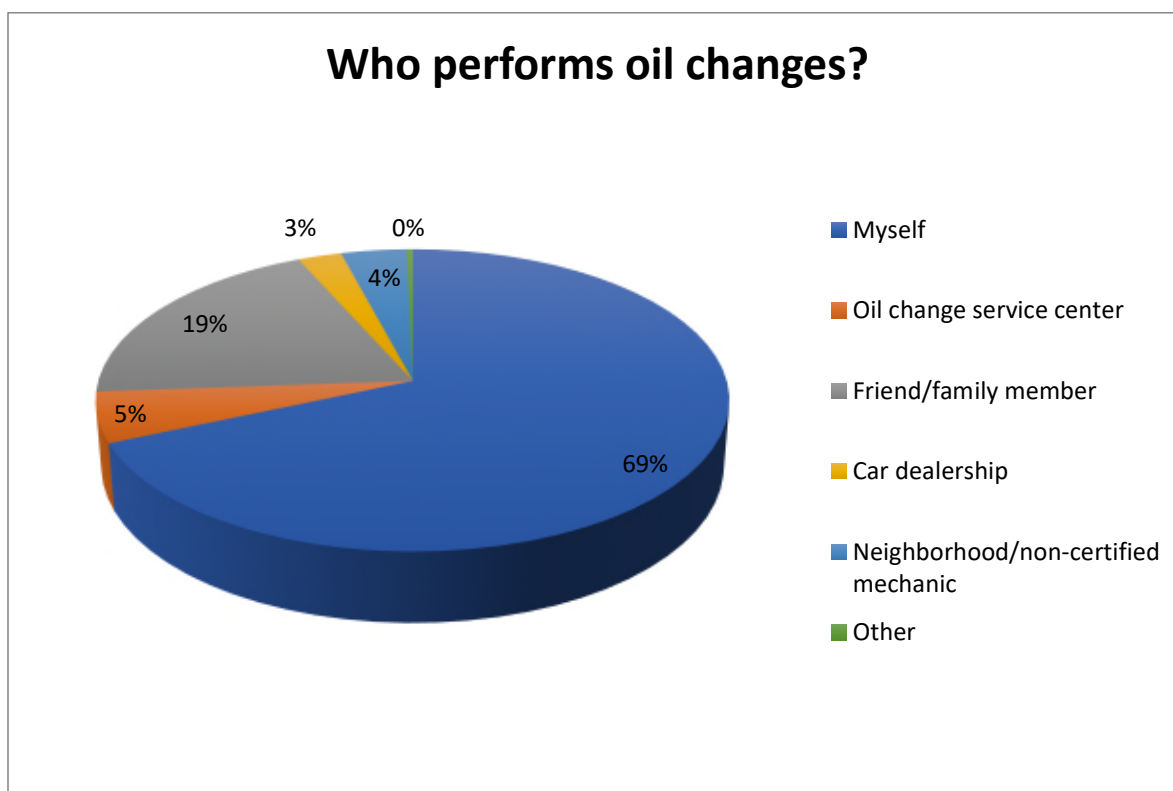




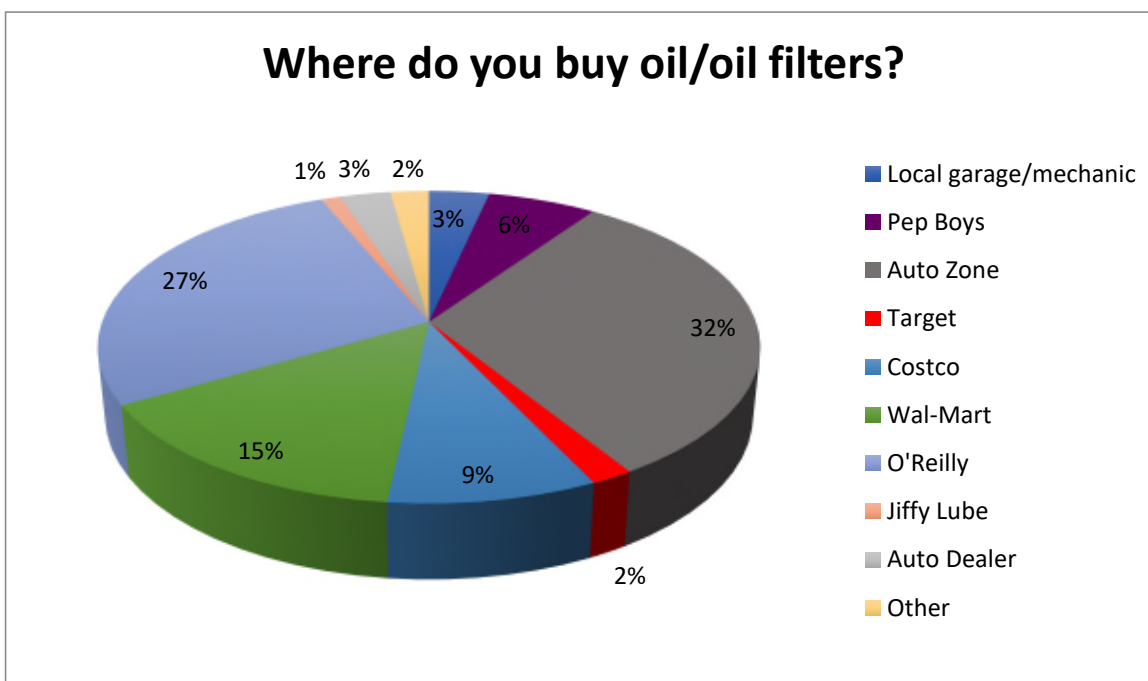
- 75% of survey participants recycled used oil filters before



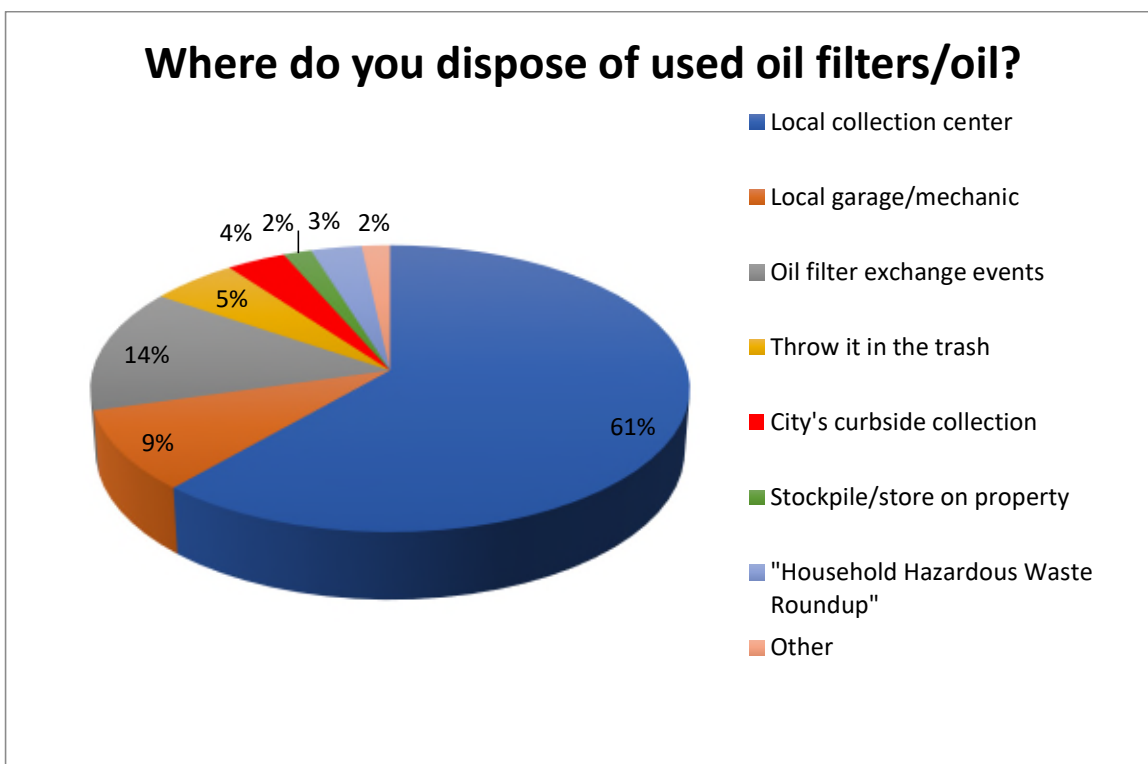
- 69% of survey participants performs oil changes themselves



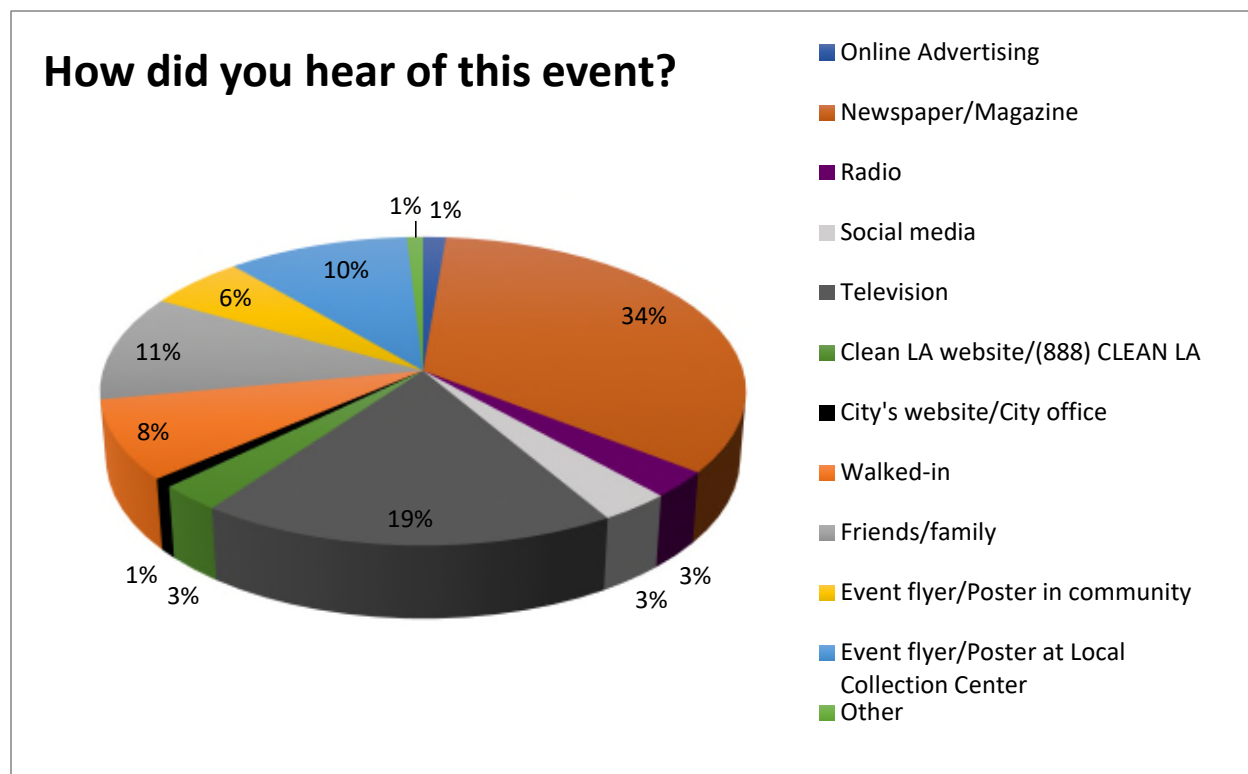
- 32% of survey participants buy motor oil and oil filters at Auto Zone



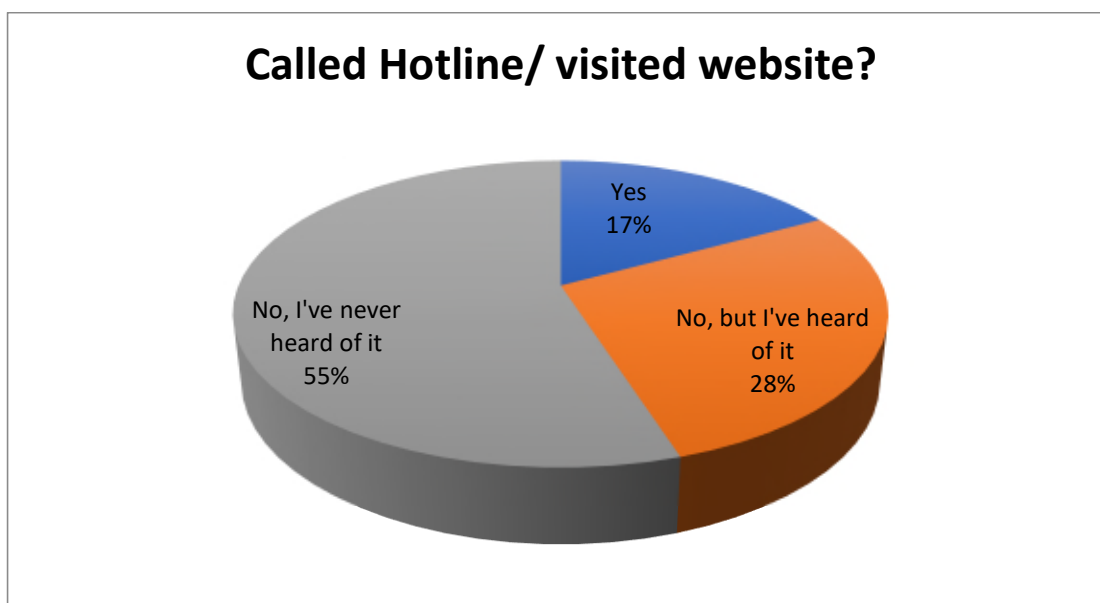
- 61% of survey participants dispose of used oil filter at local collection center



- 34% of survey participants heard of the event through newspaper

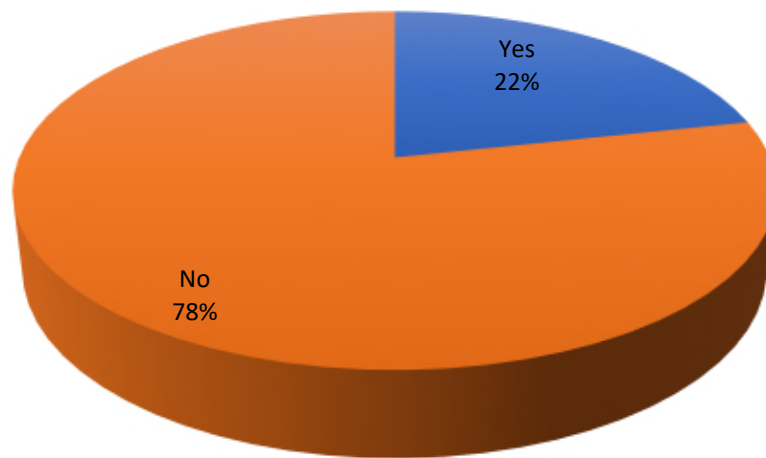


- 55% of survey participants have never called or visited / heard of Clean LA Hotline and Clean LA website



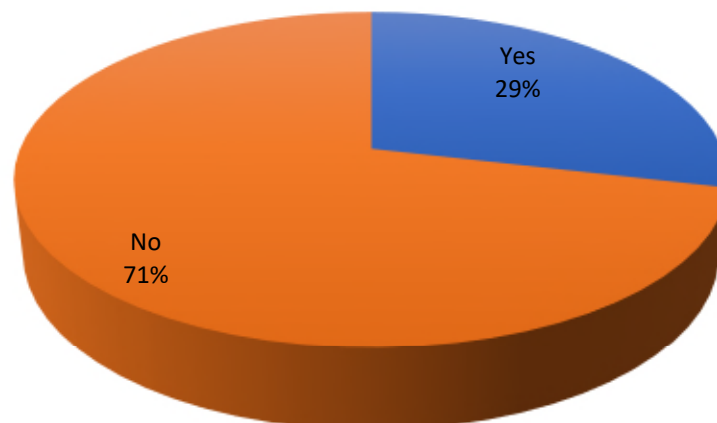
- 78% of survey participants would not like to sign up for e-newsletter

### Would you like to sign up for e-newsletter?



- 71% of survey participants would not like to receive text message

### Would you like to receive text message?



## Public Works IT Requirements for Contractor-Developed Applications or Websites

Contractor-developed applications or websites hosted by Public Works and will be maintained/supported by Public Works Information Technology Division (ITD) shall adhere to the following requirements and procedures:

- Prior to the start of any development or implementation:
  - All new websites must have written approval from the Public Works Community and Government Relations team to ensure that websites are in accordance with Public Work's design language.
  - The Contractor shall consult with and obtain approval from ITD to ensure the technology utilized is compatible with the County's IT infrastructure and is consistent with County IT standards. IT standards will be provided upon request.
- Once the application or website is developed, the Contractor shall verify that it works properly and shall coordinate with ITD to perform a code review. Any code or technology not compatible or in compliance shall be remedied by the Contractor.
- Upon passing the code review, the Contractor shall assist ITD to transfer the application or website to Public Works development environment, if applicable. The transferred application or website shall be tested and verified by *<Division name>*.
- Upon approval from *<Division name>*, the Contractor shall assist ITD to deploy the application or website to Public Works production environment.
- The Contractor shall provide *<12 or TBD>* months of maintenance and support to allow *<Division name>* to operate the application or website in production, address any deficiencies, and make adjustments that weren't discussed during the discovery and development phases.
- Four weeks prior to the end of the Contractor's Maintenance and support period, the Contractor shall:
  - Conduct a hand-off meeting to ensure ITD has all the necessary information, access, and tools to maintain and support the application or website.
  - Transfer any perpetual costs associated with the application or website (licensing, etc.) to Public Works.

# TWO WAYS TO SAVE THE PLANET:

**(888) CLEAN LA AND CLEANLA.COM**



You can recycle or safely dispose of many things!



Nail Polish  
Medicine



Propane Tanks  
Fertilizers



Used motor oil  
Used filters



Cell phones  
Televisions



... and more!



# 拯救地球的兩種方法:

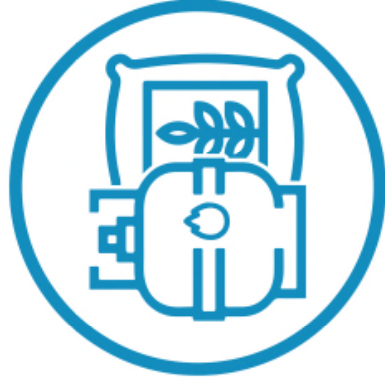
## (866) 989 5279 [CLEANLA.COM](http://CLEANLA.COM)



您可以回收或安全地處理許多家庭廢品！



指甲油  
藥品



石油氣罐  
肥田料



舊機油  
舊機油濾油器



手機  
電視



...以及更多!





# DOS MANERAS DE SALVAR EL PLANETA:

**(888) CLEAN LA Y CLEANLA.COM**



¡Usted puede reciclar o tirar muchas cosas de manera segura!



Esmalte de Uñas  
Medicina



Tanques de Propano  
Fertilizantes



Aceite y Filtros de  
Motores Usados



Teléfonos Celulares y  
Televisores

