



DONALD L. WOLFE, 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: **AS-0**

March 20, 2007

NOTICE OF REQUEST FOR PROPOSALS FOR RESIDENTIAL RECYCLING PUBLIC EDUCATION PROGRAM (2007-AN015)

PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Residential Recycling Public Education Program Services (2007-AN015). The total annual contract amount of this service is estimated to be \$500,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/residentialrecycling.pdf> or from Mr. Edwin Manoukian at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Proposers and any subcontractor(s) must meet all minimum requirements set forth in the RFP, including, but not limited to, a minimum of two years' experience designing, implementing, and conducting outreach campaigns in the field of solid waste management, public relations, and public education for large organizations, as well as two years' experience in the development, negotiation, and placement of advertisements of broadcast media.

A Proposers' Conference will be held on **Thursday, March 29, 2007, at 2 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, April 12, 2007, at 11 a.m. Please direct your questions to Mr. Manoukian at the number above.

March 20, 2007

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The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE
Director of Public Works

A handwritten signature in black ink that reads "Thomas W. Hoagland". The script is cursive and fluid.

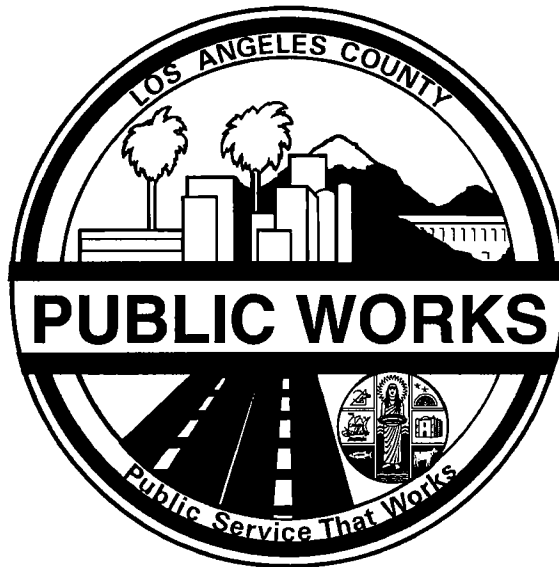
THOMAS W. HOAGLAND
Deputy Director

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
RESIDENTIAL RECYCLING PUBLIC EDUCATION
PROGRAM (2007-AN015)



Approved March 20, 2007
Donald L. Wolfe
Director of Public Works

By: Thomas W. Hoagland
Deputy Director

REQUEST FOR PROPOSALS
FOR
RESIDENTIAL RECYCLING PUBLIC EDUCATION PROGRAM (2007-AN015)

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2. DEBARRED VENDORS REPORT
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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 requirements, evaluation criteria, and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in Public Works 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(s) to all who attended the Conference.

B. Contract Analyst

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Mr. Edwin Manoukian
P.O. Box 1460
Alhambra, California 91802-1460

E-mail: emanoukian@dpw.lacounty.gov
Telephone : (626) 458-4057
Facsimile: (626) 458-4194

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

C. 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 Contract Specifications are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; and Attachment 2, Debarred Vendors Report.
4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

D. 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.

E. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

F. Greater Avenue for Independence/General Relief Opportunity for Work Program

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall certify compliance on Form PW-10, GAIN/GROW Employment Commitment.

G. Child Support Compliance Program

Proposers shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees, 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 or initiation of debarment proceedings against the noncompliant contractor (County Code Chapter 2.202).

H. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 7, Contractor Employee Jury Service Program). The Jury Service Program applies to both Contractors and their Subcontractors. 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 to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of the 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 Contract, is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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

I. 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, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

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

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act

(including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

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

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

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.

K. Local Small Business Enterprise Preference Program

1. In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so by using the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-9). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by the Office of Affirmative Action Compliance (OAAC) as meeting the requirements with OAAC set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE. Additional information can be found at <http://oaac.lacounty.gov/sbemain.shtml> or by calling (213) 974-0972.
2. Information about the State's small business enterprise certification regulations is contained in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business

Certification and Resources Website at
<http://www.pd.dgs.ca.gov/smbus/default>.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be presented in the sequence, with the content, and tabbed 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:

1. Title Page

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

2. Table of Contents

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

3. Letter of Transmittal

The Letter of Transmittal shall be signed by a person legally authorized to enter into the Contract for the Proposer. 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, and telephone numbers.

4. Experience

A comprehensive description of the Proposer's capabilities shall be included sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the minimum requirements and the evaluation criteria (Part I, Section 4.D, Evaluation Criteria):

- Background
- Organization (provide a chart or outline of the firm's organizational structure)
- Specific information regarding length and quality of experience providing services of the type described in these Specifications. **(Part I, Section 4.D, Evaluation Criteria).** Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors.

5. Work Plan

Proposer's work plan shall describe/include the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, quality control, and the ability to produce and/or translate advertisements in at least Spanish and Traditional Chinese Languages.

6. Quality Assurance Program

Proposer shall describe its Quality Assurance Program (Program) that will ensure that these services are performed in accordance with the County's contract requirements and recommendations. The Program must ensure that the delivery of all services outlined in Exhibit A, Scope of Work, is completed in a timely manner, that 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. At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, subcontractors, and suppliers must be outlined and must include a qualified inspector(s) to be provided by the Proposer to monitor the compliance of the Program and deal with customer complaints and inquiries. If a subcontractor is to perform the work, the Program must detail how that subcontractor will interface with the Proposer and how the Proposer will ensure that the subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The Proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

7. Financial Statements

Submit copies of the proposing entity's financial statements, which have been prepared by a Certified Public Accountant for the most current three full fiscal years. All of the financial statements submitted shall be prepared in accordance with General Accepted Accounting Principles. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement, and statement of cash flow. All pertinent schedules and footnotes, if applicable, should be provided for evaluation. If audited statements are available, these shall be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.M, Disclosure of Contents of Proposals.

In addition to the financial statements, proposer must provide information on any pending fiscal issues that could impact its ability to provide services.

8. Subcontractor

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

9. Insurance

Submit proof of current, valid insurance coverage that meets the requirements of the RFP or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the proposed contract.

10. Proposer's Forms List

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

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification

PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN/GROW Employment Commitment
PW-11	Transmittal Form to Request an RFP Solicitation Requirements Review
PW-12	Charitable Contributions Certifications

(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.)

11. Subcontractors' Forms List

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

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

12. 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 labeled "Additional Information." If there is no additional information the Proposer wishes to present, this Section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

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

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a contract, no claim will be made against the County based on this RFP, including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these Specifications, both in general and in detail, any drawings attached, and any additional communications sent and makes this 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 in full payment for work actually done at the prices shown in Form PW-2, Schedule of Prices. 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.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission set forth in the Notice for Request for Proposals upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Altering Solicitation Document

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

D. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 180 days following the deadline for submission of Proposals.

E. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals that, in the judgment of the Board/Director, are not in the best interests of the County/Public Works/Special

Districts. In the event of any such rejection, 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.

F. Qualification 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. 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 nonresponsiveness and/or nonresponsibility.

G. 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 the 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 nonresponsiveness and/or nonresponsibility.

H. 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.

I. Qualifications of Subcontractors

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

J. Opening of Proposals

Proposals will not be publicly opened.

K. 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. 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 nonresponsiveness and/or nonresponsibility.

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. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, plainly marked as "trade secret," and deemed excluded from disclosure under the California Public Records Act. Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if

disclosure is required or permitted under the California Public Records Act or otherwise by law.

N. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this RFP shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's signature on the Proposal is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer to fully comply with the County Lobbyist Ordinance may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility. (Attachment 3)

O. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsiveness and/or nonresponsibility. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

P. 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 County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including, but not limited, to County contracts. Particular attention will be given to violations of labor laws related to employee

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

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed contract if the Board of Supervisors, 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; or (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; or (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

Q. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the

County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board

shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Safely Surrendered Baby Law

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

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. 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 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.

B. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon 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 Director or Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.
3. The County reserves the sole right to judge the Proposer's written and oral representations.
4. The County may make on-site inspections of Proposer's current jobs.
5. The County, in its sole discretions, may elect to waive any informality in a proposal, if the sum and substance of the proposal is present.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

C. Initial Review

Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer shows an ability to meet insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance.
2. Proposer and subcontractors, if any, have met the GAIN/GROW requirements (Form PW-10).
3. Proposer and subcontractors if any, have completed and submitted the Charitable Contributions Certification (Form PW-12).

4. Proposer and subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.
5. Proposer and subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2, Schedule of Prices.
6. Proposer is signed in as attending the Proposers' Conference and Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.
7. Proposer and subcontractors, if any, have a minimum of two years' experience designing, implementing, and conducting outreach campaigns in the fields of solid waste management, public relations, and public education.
8. Proposer and subcontractors, if any, have a minimum of two years' experience in the development, negotiation, and placement of advertisements of broadcast media.
9. Proposer has the ability to produce and/or translate advertisements in at least Spanish and Traditional Chinese Languages.

D. Evaluation Criteria

Proposals passing the first step will be evaluated based on the following criteria:

1. Proposed Price (55 points)

The proposed price should accurately reflect the Proposer's cost of providing the required services and any profit expected during the contract term. The lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item (55 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (55 points). The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

In addition, should one or more of the Proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or

change the Proposer's payment, which is based on the Proposer's bid amount.

2. References (10 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to County departments. Proposer's references for all contracts with the County during the previous three years must be listed. Public Works reserves the right to utilize any reference of Proposer, County, or other, listed or not listed. Significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County contract(s), as documented by either the County's Quality Assurance Plan's annual contractor evaluation or by an unfavorable reference may result in a low or zero score for 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 (10 points)

Proposer and any subcontractor must have a minimum of two years' experience designing, implementing, and conducting outreach campaigns in the fields of solid waste management, public relations, and public education as well as two years' experience of development, negotiation, and placement of advertisements of broadcast media. The evaluators may award a maximum of 10 points for the quality and quantity of experience of the Proposer, its key personnel, and subcontractors 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.4), and any other relevant information. 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. Financial Resources (5 points)

The Proposal may be submitted to Public Works financial staff for comments to assist the evaluators. The Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less weight. Significant unacceptable weakness in the Proposer's financial statements 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. Work Plan (20 points)

The evaluators will assign up to 20 points based on the extent to which the Proposal submitted meets the scope of work requirements for all tasks. Greater weight will be given to proposals that demonstrate creativity and innovation that is beyond the required scope of work.

The evaluation committee may make this determination from all relevant information presented, which may include, but is not limited to, the Proposer's Work Plan comprised of Proposer's staffing plan and programs for personnel management, training, subcontracting, supervision, safety, communications, and quality control.

Factors to determine the adequacy and effectiveness of Proposer's methods to conduct and accomplish a successful Program will include, but not be limited to:

- a. Proposer demonstrates a clear understanding of the target audiences;
- b. The issues of designing and implementing an outreach campaign for this target audience are clearly and effectively addressed;
- c. Proposer demonstrates creativity in the Work Plan design;
- d. The Work Plan is practical and realistic; and
- e. The Work Plan includes evaluation methods to determine the effectiveness of campaign elements and success in achieving program goals.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation may result in rejection of the Proposal.

6. Optional Interview

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

7. Additional Criteria

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

E. 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.D, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers.

F. Award of Contract

The County reserves the right to award the contract to the highest rated Proposer based on the evaluation criteria outlined in Part I, Section 4.D, Evaluation Criteria and whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

SECTION 5

PROTEST POLICY

A. Protest Process

1. Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. The Proposer challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements;
- Review of a Disqualified Proposal; and
- Review of Public Works' Proposed Contractor Selection.

C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Form PW-11, Transmittal Form to Request an RFP Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFP.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantage the Proposer; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.
5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date.

D. Place to Submit Requests for Review

All Requests for Review should be submitted to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Mr. Edwin Manoukian
900 South Fremont Avenue
Alhambra, CA 91803
Facsimile: (626) 458-4194

E. Disqualification Review

1. A proposal may be disqualified from consideration because Public Works determined it was a nonresponsive proposal at any time during the evaluation process. If Public Works determines that a 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 written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
3. A Disqualification Review shall only be granted under the following circumstances:
 - a. The firm/person requesting a Disqualification Review is a Proposer;
 - b. The request for a Disqualification Review is submitted timely; and
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and

provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

F. Proposed Contractor Selection Review

1. Debriefing Process

- a. Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- b. The purpose of the debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.
- c. If the Proposer is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

- a. The Proposer may submit a written request for a Proposed Contractor Selection Review if it asserts that its Proposal should have been determined to be the highest-scored Proposal but was not because of one of the following reasons:
 - i. Public Works materially failed to follow procedures specified in the RFP. This includes:
 - (1) Failure to correctly apply the standards for reviewing the Proposal format requirements.
 - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the Proposals specified in the RFP.

- (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFP.
- ii. Public Works made identifiable mathematical or other errors in evaluating Proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
- iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
- iv. Another basis for review as provided by State or Federal law.
- b. Upon completing the Proposed Contractor Selection Review, Public Works 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. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

G. County Review Panel Process

- 1. If the Proposer is not in agreement with the results of Public Works' Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.
- 2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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VERIFICATION OF PROPOSAL

DATE: , 200		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE:			
DECLARANT INFORMATION			
3. NAME OF DECLARANT:			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS:			
PROPOSER INFORMATION			
6. Proposer's full legal name:			Telephone No.:
Address:			Fax No.:
e-mail:	County WebVen No.:	IRS No.:	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:	<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent:			Date:
Type name and title:			

SCHEDULE OF PRICES

FOR

RESIDENTIAL RECYCLING PUBLIC EDUCATION PROGRAM (2007-AN015)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, 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. It is understood and agreed that the County, at its sole discretion, may delete some tasks. Additionally, if there are surplus funds or during the option year, Public Works may increase the quantity of the task items provided in the Schedule of Prices, Form PW-2. If Public Works determines a need to increase the quantity of any task item(s), any increase in a particular task item will be paid at a mutually agreed percentage of the unit price indicated in the Schedule of Prices when requested by the Contract Manager in writing.

* Refer to Exhibit A, Scope of Work, Section D, for details and descriptions of these tasks.

TASK ITEMS *	DESCRIPTION	UNIT PRICE	EST. UNITS	PRICE
1. Task One				
D.1.a	Residential Recycling Public Education Plan	\$	1	\$
D.1.b	Outreach Materials	\$	1	\$
D.1.c.i.(1), (2)	Advertisements (Broadcast Media & Print Media)	\$	1	\$
D.1.c.ii	Media Releases	\$	8	\$
D.1.c.iii	Direct Mail	\$	1	\$
D.1.c.iv	Website	\$	1	\$
D.1.c.v	Recycling Game	\$	1	\$
D.1.c.vi.(1)	Community Events	\$	24	\$
D.1.c.vi.(2)	Special Events	\$	24	\$
D.1.c.vii	Local Outreach	\$	1	\$
D.1.c.viii	Hauler Outreach	\$	1	\$
2. Task Two, D.2	Monthly Status Reports & Monthly Meetings	\$	22	\$
3. Task Three, D.3	Post-Program Telephone Survey	\$	1	\$
4. Task Four, D.4	Final Report	\$	1	\$
TOTAL PROPOSAL PRICE: _____ DOLLARS				\$ _____
LEGAL NAME OF PROPOSER				
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL				
TITLE OF AUTHORIZED PERSON				
DATE	STATE CONTRACTOR'S LICENSE NUMBER		LICENSE TYPE	
PROPOSER'S ADDRESS:				
PHONE	FACSIMILE		E-MAIL	

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

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

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Residential Recycling Public Education Program (2007-AN015)

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

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Name of Proposer or Authorized Agent (print) _____

Signature _____

Date _____

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

 of _____
 Name of proposer

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

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

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

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

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST**PROPOSED CONTRACT FOR: Residential Recycling Public Education Program (2007-AN015)**

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 anti-discrimination laws of the United States of America and the State of California.

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

Proposer	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

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

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

[illegible]

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

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

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

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

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

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

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION**YES****NO**

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

()

()

OR

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

()

()

 Signature

 Date

 Name and Title (please type or print)



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 four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

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

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

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

WE THEREFORE SHALL:

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: MTS Advanced Corp.

Principal Owners: Emir Khan
Zulaine Hernandez

Debarment Start Date: February 8, 2005 Debarment End Date: February 7, 2008

Vendor Name: Advanced Building Maintenance Co.

Principal Owners: Michael Sullivan
Erlinda Sullivan

Debarment Start Date: June 14, 2005 Debarment End Date: June 13, 2008

Vendor Name: Inspection Engineering Construction

Principal Owners: Jamal Deaifi

Debarment Start Date: June 13, 2006 Debarment End Date: June 12, 2016

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

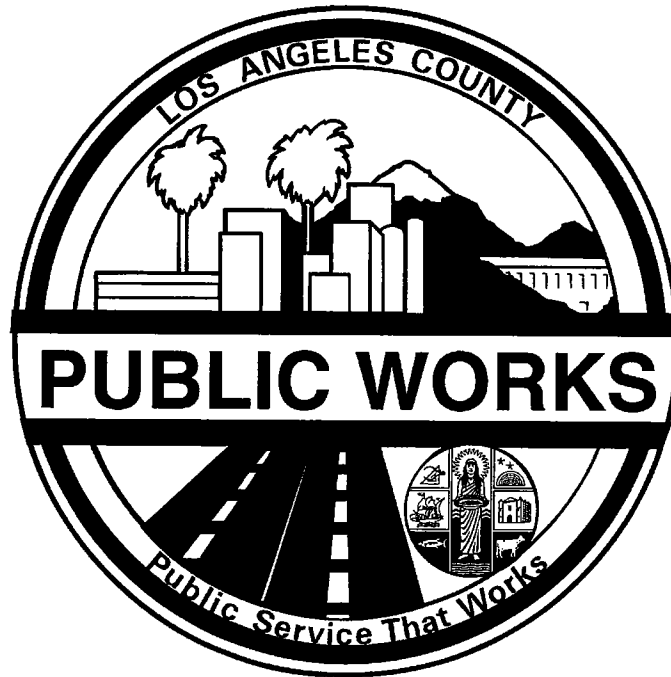
A copy of the ordinance is available for your review at this County facility or on the Internet.

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

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[CONTRACTOR'S NAME]

FOR

RESIDENTIAL RECYCLING PUBLIC EDUCATION PROGRAM
(2007-AN015)

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SAMPLE AGREEMENT FOR

RESIDENTIAL RECYCLING PUBLIC EDUCATION PROGRAM (2007-AN015)

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, 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 [Form of Entity], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2007, hereby agrees to provide services as described in the attached specifications for Residential Recycling Public Education Program (2007-AN015), including, but not limited to, Exhibit A, Scope of Work.

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, Web Development Standards and Guidelines; 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, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

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 (Contract Maximum Sum). Should this Contract be extended as provided in the Fourth paragraph below, the Director, contingent upon satisfaction of the performance of the foregoing services in strict accordance with the Contract specifications, agrees to pay the CONTRACTOR an annual amount not to exceed (one half the contract amount from the two year term) \$ _____.

FOURTH: This Contract's initial term shall be for a period of two years commencing on _____. At the discretion of the COUNTY, this Contract may be extended by increment of one year, not to exceed a total contract period of three years. Provided that all relevant tasks of the two-year term have been fulfilled to the satisfaction of Public Works, Public Works retains the right to extend the Contract for a one-year extension subject to a reevaluation/modification of the COUNTY'S Residential Recycling Public Education Program and a mutual agreement between the COUNTY and the CONTRACTOR. This reevaluation/modification would include increase in quantity of Task One, Three, and Four, and a continuation of the monthly reports due in Task Two. Task Three would be due no later than 45 days before the new contract end date. Task Four would be due no later than 45 days before the expiration of the final contract term, which will include the option year, if one is granted. The COUNTY, acting through the Director,

may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the COUNTY without cause upon the giving of at least 30 days' written notice to the CONTRACTOR.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed according to Form PW-2, Schedule of Prices, in pursuant to Exhibit A, Scope of Work, Section F, Method of Payment. It is understood and agreed that the County, at its sole discretion, may delete some tasks. Additionally, if there are surplus funds or during the option year, Public Works may increase the quantity of the task items provided in the Schedule of Prices, Form PW-2. If Public Works determines a need to increase the quantity of any such task item(s), any increase in a particular task item will be paid at a mutually agreed percentage of the unit price indicated in the Schedule of Prices when requested by the Contract Manager in writing.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

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.

[illegible]

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:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK
RESIDENTIAL RECYCLING PUBLIC EDUCATION
PROGRAM SERVICES (2007-AN015)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Jenn Ang of Environmental Programs Division, who may be contacted at (626) 458-3580, e-mail address: jang@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Los Angeles County.

C. General Information

1. Background

Residents and businesses in the County dispose of approximately 12 million tons of solid waste each year. Most is disposed of in landfills within the County. This disposal is diminishing the remaining limited landfill capacity. Because it takes as long as ten years to permit the construction or expansion of a disposal facility, the County recognizes a potential shortfall in disposal capacity. In addition, the California Integrated Waste Management Act of 1989, also known as Assembly Bill 939 (AB 939), requires cities and counties in California to divert 50 percent of their generated solid waste from disposal in landfills. AB 939 also requires the County to provide for 15 years of disposal capacity on a countywide basis. It also requires the County to prepare a Source Reduction and Recycling Element, which identifies the programs the County will implement to achieve the 50 percent waste diversion mandate. This document was adopted by the Board of Supervisors on November 3, 1993, and approved by the State of California on September 21, 1994. It identified public education as essential to the success of the County's waste reduction efforts.

Therefore, Public Works wishes to continue and further enhance its Residential Recycling Public Education Program (Program) for the County unincorporated areas.

Public Works has developed an Integrated Public Education/Outreach Program to educate residents regarding solid waste management and the importance of public participation in solving our current challenges. This integrated program reaches out to the public through a variety of means, including schools, businesses, workshops, participation in environmental fairs, an operation of a hotline, and various websites. Residential recycling outreach is one element of this integrated program.

The County's Curbside Recycling Program (CRP) was initiated by the Board through adoption of the Curbside Recycling Ordinance (Ordinance No. 90-0167) in 1989. This Ordinance established a mechanism by which the Director of Public Works, through a 90-day written notification, could require all solid waste haulers serving the County unincorporated areas to provide curbside recycling services to their residential customers. Implementation of the CRP for single-family and duplex residents began in 1990 on a community-by-community basis. Currently, the CRP has been implemented for single-family, duplex, and multifamily residences in all County unincorporated areas. There are approximately 190,200 single-family residences and 11,900 duplexes in the County unincorporated areas.

Currently, haulers in the County unincorporated areas, except in the County's seven Garbage Disposal Districts (GDDs), operate under an open-market system, selecting their own service areas and customers, and setting their service rates. However, in June 1998, the County issued the State-required, five-year advance notice to all waste haulers serving the County areas that the County may assume control over waste collection services after June 2003.

The County is now in the process of gradually implementing a residential franchise waste collection system on a community-by-community basis. Each franchise area will be awarded to one or more waste haulers (as determined by the County with community input). The franchise agreements will identify how the waste collection services will be provided. This new system is designed to improve services, increase recycling, and improve reporting.

In the GDDs, management of solid waste is conducted by selected waste haulers under contract with the County. These contract haulers are also required to provide curbside recycling services. Public Works administers the seven GDD contracts, which consist of Athens-Woodcrest-Olivita, Belvedere, Firestone, Lennox, Malibu, Mesa Heights, and Walnut Park GDDs.

2. Overview

This Contract is for the further implementation and enhancement of a public education campaign to promote recycling in the County unincorporated areas. The campaign's objectives also include promoting reducing, reusing, purchasing recycled-content products and the proper disposal of waste. This campaign's audience shall include all single-family, duplex, and multifamily residences including apartment buildings, condominium complexes, and trailer parks.

The public outreach to be conducted shall include, at minimum, those activities listed in Task One, Residential Recycling Public Education Campaign. Alternatives for the listed activities will be considered. The Contractor may, upon Public Works' approval, provide for an effective substitute for meeting campaign objectives.

The Contractor shall be responsible for creating and developing camera-ready artwork for all public outreach. All work and concepts submitted to Public Works shall be original, unique, and created to fulfill campaign objectives. All materials developed and used in connection with this Contract shall be submitted to the Contract Manager for review and approval and shall remain the property of the County.

The Contractor shall perform four major tasks:

- Task One: Conducting the Residential Recycling Public Education Campaign
- Task Two: Monitoring, Evaluating, and Reporting
- Task Three: Performing the Post-Program Telephone Survey
- Task Four: Preparing the Final Report

The work to be accomplished under these specifications shall include all labor, supervision, materials, equipment, etc., necessary for this Contract. Implementation of the required work shall be completed according to the schedule established in this Exhibit's Section E, Schedule of Deliverables.

Plans and schedules that are required for any phase of this Contract shall include a detailed itemization of tasks and proposed work products and include the Contractor's associated proposed itemized charges. These proposed itemized charges are subject to the review and approval of the Contract Manager.

D. Work Description

1. Task One:

a. Residential Recycling Public Education Plan

The Contractor shall develop and submit to the Contract Manager for review and approval a Residential Recycling Public Education Plan (Plan). This Plan shall be implemented upon approval and issuance of a notice to proceed by the Contract Manager.

- i. The Plan shall detail the comprehensive public outreach to be conducted. It must also address and effectively target the many County unincorporated areas surrounded by cities with differing recycling programs and the different waste collection systems in the unincorporated areas: GDDs, franchises, and open-market system.
- ii. The Plan shall detail the advertising to be conducted, including media type, name, date of publication/broadcast, and potential audience reach. The Contractor shall provide evaluations of each alternative method. Advertising can include direct mail, newspapers, magazines, television, billboards, websites, and outreach at community events. The Plan may include several advertising campaign strategies with the proposed schedule and cost.
- iii. The Plan shall describe all promotional items, including their quantities and costs. Items shall be made of recycled-content material, unless otherwise approved by the Contract Manager, and include an environmental message or graphic. All items shall be produced, stored, and distributed by the Contractor during the contract period. Items which remain undistributed at the end of the Contract shall be delivered to Public Works.
- iv. The Plan shall detail the outreach efforts, which the Contractor will coordinate with the County's GDD, franchise, and open-market haulers. These shall include, but are not limited to, bill inserts, truck posters, and newsletter articles.

b. Outreach Materials – Development and Production

- i. The Contractor shall be responsible for creating, developing, and modifying camera-ready artwork for all public education and media materials. The Contractor shall develop materials

that are visually appealing and multifunctional for residents to keep and use for an extended period of time. These materials shall appeal to diverse groups of County residents and shall contain information which promotes Campaign objectives. These materials shall include, but are not limited to, the following:

(1) Giveaway Materials - Print

The Contractor shall develop, for the Contract Manager's review and approval, a series of printed paper items, including posters, book covers, and bookmarks to promote the Campaign objectives, website, and interactive web-based game (Task One, Sections D.1.c.iv and D.1.c.v). Following the Contract Manager's written approval, the Contractor shall produce these items and distribute them at local venues, schools, community centers, libraries, events, etc., to reach a large number of residents. Quantities for items shall be based on the approximate number of residents visiting said venues, with a minimum of 25,000 produced per item.

(2) Giveaway Materials - Promotional

The Contractor shall develop and distribute, throughout the duration of the Contract, promotional items at community and special events. These shall include 10,000 each of items, such as mouse pads, magnets, pencil cases, pencils, rulers, and stickers/iron-on patches. They shall also include 1,000 each of items, such as coffee mugs, pens, in-house recycling bins, and backpacks/bags. Following the Contract Manager's written approval, the Contractor shall produce and distribute these items.

(3) The Contractor shall print an adequate number of materials to meet the needs of the Contract. The Contractor shall develop Spanish and traditional Chinese versions of most materials for a limited distribution in some County unincorporated communities.

c. Public Outreach Activities

The Contractor shall conduct public outreach activities, which promote the Program and create lasting message recognition. These shall include, but not limited to, the following:

i. Advertisements

(1) Broadcast Media

The California Department of Conservation (DOC) has developed television advertisements, which they provide to local jurisdictions at no cost. The Contractor shall coordinate with the DOC for use of at least one series of these advertisements for the Contractor to place on local television stations to target the unincorporated areas each year of this Contract. These advertisements shall be tagged with the Program name. Prior to media placement, the Contractor shall submit to the Contract Manager for review and approval, a list of the cable television companies, television stations, frequency of placement, length of advertisement to place, estimated reach, and costs of the advertisements to target the County unincorporated areas.

(2) Print Media

The Contractor shall develop and produce advertisements for placement in various publications, such as magazines and newspapers. Advertisements in Spanish and traditional Chinese shall also be developed and placed. The Contractor shall place these advertisements at least once every quarter to target and effectively reach County unincorporated area residents. Prior to media placement, the Contractor shall submit to the Contract Manager, for review and approval, a list of the publications which they propose to place the advertisements.

ii. Media Releases

The Contractor shall develop and distribute English, Spanish, and traditional Chinese media releases to newspapers and newsletters. In addition, the Contractor shall develop and distribute English, Spanish, and Mandarin

media releases to broadcast media stations. These media releases shall be done at least once every quarter for a total of eight quarters.

iii. Direct Mail

The Contractor shall develop creative, nontraditional promotional materials for distribution through marriage mail. These materials shall be designed to encourage residents to keep for future reference. The Contractor shall propose the materials in the Plan and include their costs. Following the Contract Manager's written approval, the Contractor shall produce and distribute 200,000 items to unincorporated area residents.

iv. Website

The Contractor shall redesign the County's residential recycling website to create a look consistent with the new outreach materials. The redesign shall include new graphics and updated information currently displayed. The Contractor shall evaluate the current website, accept Public Works' input, and include a schedule for development of the website in the Plan. The website shall be designed to meet Public Works Web Development Standards and Guidelines (Exhibit E) and shall be approved by Public Works Chief Information Officer (CIO).

v. Recycling Game

The Contractor shall develop an interactive web-based game on recycling and waste diversion. It should engage users of all ages through graphics and trivia. The game shall be visually and intellectually stimulating to encourage frequent use and be designed to placement on Public Works' website, 15 kiosks at County facilities (Task One, Section D.1.c.vii) and other venues to target County unincorporated area residents. This web-based game shall be approved by Public Works CIO.

vi. Community Outreach

(1) Community Events

The Contractor shall participate in 24 community events/festivals to provide outreach to County

unincorporated area residents. Promotional items are to be distributed at these events. Community events may include the California Poppy Festival, America Recycles Day, Earth Day, and other events and festivals throughout the County. Prior to attending, the Contractor shall submit to the Contract Manager, for review and approval, a schedule of community events proposed, type of promotional theme and materials to be distributed, and the names of at least two staff members to attend.

A booth has been developed for these events and will be available for use. However, the Contractor may elect to utilize it or provide a new booth to attract residents and facilitate educating them on recycling and waste reduction.

(2) Special Events

The Contractor shall conduct 12 special events yearly that promote the Program's objectives in selected County unincorporated areas. These events shall include a 30-minute interactive presentation on recycling and be followed by activities in which area residents participate. The activities should incorporate the Program's goals for waste reduction and recycling through a recyclables collection drive or similar contest. The Contractor shall develop the interactive presentation and activities that will be used in the special events.

To encourage participation, promotional items and prizes shall be distributed. In addition, the Contractor shall promote these special events to ensure adequate participation. The Contractor shall also seek community partners to sponsor these events. The Contractor shall describe the proposed general structure of the Special Events in the Plan.

The Contractor shall coordinate with designated contractors that are under contract with Public Works to plan and conduct events that have similar themes and objectives.

(3) Community and Special Events Staffing

The Contractor shall submit a list of staff members to conduct community outreach for review and approval. Their resumes listing their qualifications shall also be included. The workshops and events shall be conducted by at least two staff members.

Staff members shall have public speaking experience, the ability to promote the Program using a high degree of independence and resourcefulness, and have a strong knowledge of environmental and recycling issues. Staff members must be approved by the Contract Manager.

vii. Local Outreach

The Contractor shall conduct public outreach activities to reach County unincorporated area residents at a local level. This shall include working with local advertising companies to place advertisements in grocery stores and other such venues through the existing infrastructure. The Contractor shall include a proposed list of venues, frequency of placement, length of advertisement to place, estimated reach, and costs of the advertisements in the Plan.

The Contractor shall develop and coordinate placement of 15 kiosks or similar devices to play the Program's public service announcement along with advertisements from other programs, in addition to the interactive web-based game (Task One, Section D.1.c.v). These kiosks shall be placed at local venues, such as offices, community centers, etc. These electronic devices shall be designed to prevent theft, be easily operated, and to run continually during the facilities' normal operating hours. These devices shall be rotated to other facilities at minimum every six months. The Contractor shall provide a description of the proposed kiosks, their features, and specifications within the Plan.

viii. Hauler Outreach

The Contractor shall coordinate and conduct outreach to waste haulers providing service to the County unincorporated areas. This will include the following:

(1) Bill Inserts

The Contractor shall develop and produce bill inserts for distribution with the haulers' residential customer billings on a quarterly basis. The inserts for single-family and duplex homes are to focus on promoting recycling and other waste diversion activities like bulky-item collection or neighborhood cleanups.

(2) Truck Posters

The Contractor shall develop and provide two versions of artwork for waste haulers to produce posters for placement on their waste hauling trucks.

(3) Newsletter Articles

The Contractor shall develop and distribute newsletter articles to waste haulers producing newsletters and to other media outlets on a quarterly basis.

2. Task Two: Monitoring, Evaluating, and Reporting

Throughout the Contract period, the Contractor shall collect and report all information on public outreach activities conducted on a monthly basis and the results associated with the Contract through the following:

a. Monthly Status Reports

The Contractor shall prepare and submit 22 monthly status reports, which include a comprehensive list of accomplishments achieved in the reported month and action items for the upcoming month. Monthly status reports shall also include the status of each active task of the Contract, including problems and solutions and an inventory of promotional materials.

b. Monthly Meetings

The Contractor shall conduct at least 22 monthly meetings with the Contract Manager to review and discuss the Contract's progress. The first meeting shall be conducted within one week of the Contract award. The Contractor shall prepare meeting agendas (at least three working days prior to the meeting) and meeting minutes (three working days after the meeting). These shall be submitted to the Contract Manager for approval.

3. Task Three: Performing the Post-Program Telephone Survey

The Contractor shall conduct a Post-Program Telephone Survey to assess the level of success and effectiveness of the campaign. The Survey questions shall be similar to those in the previously conducted surveys. There shall be a total of 600 surveys and be implemented on the 18th month of this Contract.

The format for the Survey shall be submitted to the Contract Manager for review and approval prior to conducting the Survey. Upon completion of the Survey, the Contractor shall prepare a Post-Program Telephone Survey Report summarizing the Survey, which shall specify its purpose, methodology, limitations, and results.

4. Task Four: Preparing the Final Report

The Contractor shall prepare and submit to the Contract Manager a Final Report summarizing all activities conducted and an evaluation of the effectiveness of the Program. The Final Report shall identify any difficulties encountered and recommendations for future improvements to the Program. The Final Report shall include the following:

- A detailed summary of the Contract and outreach efforts.
- A summary of the data collected from the operation of the Contract.
- A summary of the Post-Program Telephone Survey results.
- A complete set of all public outreach materials, including survey material.
- An electronic copy of all public outreach materials on a compact disc in a PC-readable and -editable format.
- One complete set of all operational manuals, forms, and other materials developed or utilized in this Contract.
- Recommendations for future improvements to the Program.

All educational materials prepared by the Contractor under the Contract shall remain Public Works property and shall be delivered to Public Works at the Contract's end. All graphics are to be in PC-readable format as Adobe Illustrator, Adobe PageMaker, or Adobe Photoshop files. Images are to be maintained in an editable format with no constraints on ability to use the materials. Any fonts used in the materials (other than Helvetica, Times, Times New Roman, Courier, and Arial) should be provided in TrueType format. Whenever possible, materials should be produced for output on 8.5- x11-inch, 8.5- x14-inch, or 11- x17-inch paper.

The Contractor shall not, at any time, reproduce and/or distribute any artwork, negatives, press proofs, software, printer's plates, or public outreach materials without Public Works' prior written approval. At the end of the Contract, all graphic images and other copyrighted materials

obtained by the Contractor under this Contract and retained on the Contractor's computers shall be deleted. The Contractor shall guarantee that all printers' plates used during the term of the Contract are destroyed.

All legal rights and privileges of the campaign, 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 Public Works. The Contractor is allowed to retain one printed copy of materials developed under the Contract to use as an example of work solely for soliciting future contracts or similar business purposes.

E. Schedule of Deliverables

The various tasks shall be completed and delivered to the Contract Manager, according to the schedule below, unless otherwise noted or unless an extension is approved in writing by the Contract Manager:

1. Task One: Residential Recycling Public Education Plan

Within 28 calendar days of Public Works' notice to proceed, the Contractor shall prepare and submit the Residential Recycling Public Education Plan to the Contract Manager for review and approval. The Plan shall be implemented upon issuance of approval by the Contract Manager.

2. Task Two: Monitoring, Evaluating, and Reporting

The Contractor shall submit the monthly status reports to the Contract Manager for review and approval five days after the end of each calendar month. The first monthly report will include the status of both the first and second months of the Contract and will be due five days after the end of the second month. No monthly report will be due for the last month of the Contract.

3. Task Three: Post-Program Telephone Survey Report

The Contractor shall submit the Post-Program Telephone Survey Report to the Contract Manager for review and approval no later than the 20th month of the Contract.

4. Task Four: Final Report

The Contractor shall submit the Final Report to the Contract Manager for review and approval 45 days before the expiration of the final contract term, which will include the option year, if one is granted.

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise, should the County fail to determine a need for services under this Contract.

F. Method of Payment

Payments will be made for all work completed, to the satisfaction of the Director/Designee, upon receipt of an invoice from the Contractor. The Contractor's invoice shall clearly indicate the Contract number, the item(s) of work performed, date of services, location, type of services, and itemized cost of labor and material. Public Works agrees to make payment to the Contractor within 30 days of the receipt of a properly completed invoice from the Contractor.

1. Payment will be made according to the following schedule:
 - a. Upon the Contractor's completion and approval by the Director/Designee of the Residential Recycling Public Education Plan, the sum shown in Form PW-2, Schedule of Prices, Task One, Section D.1.a.
 - b. Upon development and distribution by the Contractor of each installment of Outreach Materials specified in the Residential Recycling Public Education Plan, and Director/Designee's approval of each installment of Outreach Materials and approval of the Contractor's invoice. Partial payment shall be made for each installment of the Outreach Materials, in accordance with the Residential Recycling Public Education Plan. The aggregate of all such payments shall not exceed the amount set forth in Form PW-2, Schedule of Prices, Task One, Section D.1.b.
 - c. Upon development and placement by the Contractor of each of the Advertisement specified in the Residential Recycling Public Education Plan, and Director/Designee's approval of each of the Advertisement and approval of the Contractor's invoice. Partial payment shall be made for each of the Advertisement, in accordance with the Residential Recycling Public Education Plan. The aggregate of all such payments shall not exceed the amount set forth in Form PW-2, Schedule of Prices, Task One, Section D.1.c.i.(1),(2).
 - d. Upon the Contractor's completion and approval by the Director/Designee of each unit of the Media Releases, the unit cost shown in Form PW-2, Schedule of Prices, Task One, Section D.1.c.ii.

- e. Upon development and distribution by the Contractor of each installment of Direct Mail specified in the Residential Recycling Public Education Plan, and Director/Designee's approval of each installment of Direct Mail and approval of the Contractor's invoice. Partial payment shall be made for each installment of the Direct Mail, in accordance with the Residential Recycling Public Education Plan. The aggregate of all such payments shall not exceed the amount set forth in Form PW-2, Schedule of Prices, Task One, Section D.1.c.iii.
- f. Upon the Contractor's completion and approval by the Director/Designee of the Website, the sum shown in Form PW-2, Schedule of Prices, Task One, Section D.1.c.iv.
- g. Upon the Contractor's completion and approval by the Director/Designee of the Recycling Game, the sum shown in Form PW-2, Schedule of Prices, Task One, Section D.1.c.v.
- h. Upon the Contractor's completion and approval by the Director/Designee of each unit of the Community Events, the unit cost shown in Form PW-2, Schedule of Prices, Task One, Section D.1.c.vi.(1).
- i. Upon the Contractor's completion and approval by the Director/Designee of each unit of the Special Events, the unit cost shown in Form PW-2, Schedule of Prices, Task One, Section D.1.c.vi.(2).
- j. Upon completion by the Contractor of each installment of Local Outreach activities specified in the Residential Recycling Public Education Plan, and Director/Designee's approval of each installment of Local Outreach activities and approval of the Contractor's invoice. Partial payment shall be made for each installment of the Local Outreach activities, in accordance with the Residential Recycling Public Education Plan. The aggregate of all such payments shall not exceed the amount set forth in Form PW-2, Schedule of Prices, Task One, Section D.1.c.vii.
- k. Upon completion by the Contractor of each installment of Hauler Outreach specified in the Residential Recycling Public Education Plan, and Director/Designee's approval of each installment of Hauler Outreach and approval of the Contractor's invoice. Partial payment shall be made for each installment of the Hauler Outreach, in accordance with the Residential Recycling Public Education Plan. The aggregate of all such payments shall not exceed the

amount set forth in Form PW-2, Schedule of Prices, Task One, Section D.1.c.viii.

- l. Upon the Contractor's completion and approval by the Director/Designee of each unit of the Monitoring, Evaluation, and Reporting, the unit cost shown in Form-PW2, Schedule of Prices, Task Two, Section D.2.
 - m. Upon the Contractor's completion and approval by the Director/Designee of the Post-Program Telephone Survey, the sum shown in Form PW-2, Schedule of Prices, Task Three, Section D.3.
 - n. Upon the Contractor's completion and approval by the Director/Designee of the Final Report, the sum shown in Form PW-2, Schedule of Prices, Task Four, Section D.4.
- 2. Any savings realized by the Contractor in completing a particular Contract task may be applied to the completion of additional tasks or other areas of the Contract as recommended by the Contractor and approved by the Director/Designee.
- 3. Withholding of Payment

The County may withhold the whole or a portion of the payment to Contractor in the event of the Contractor's failure to perform any portion of this Contract, including any element of any deliverable. The amount of the withheld payment shall equal the ascertainable cost of performing the omitted work. The County reserves its right to any additional remedies including, but not limited to, the withholding of payment of consequential damages.

G. Utilities

The County will not provide utilities.

H. Storage Facilities

The County will not provide storage facilities for the Contractor.

I. Removal of Debris

All debris derived from the Residential Recycling Public Education Program specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

J. Responsibilities of the Contractor

The Contractor shall provide a Contract Representative (CR) who is a full-time employee of the Contractor. The CR shall provide overall management and coordination of the Contract and act as the central contact for Public Works. The CR shall have full authority to act for the Contractor on all Contract matters relating to the daily operation, including answering questions, responding to emergencies, and approving all reports. Supervision shall be provided to the satisfaction of Public Works.

The Contractor and any subcontractor shall have a minimum of two years' experience designing, implementing, and conducting outreach campaigns in the fields of solid waste management, public relations, and public education for large organizations as well as two years' experience in the development, negotiation, and placement of advertisements of broadcast media.

K. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

L. Service Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.

The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. 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 shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - 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 shall 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.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested 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, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. 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 these this Contract.

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

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

Day. Calendar day(s) unless otherwise specified.

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.

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Administrative 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 Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, 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 Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

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

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

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

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

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

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees 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. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

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

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

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

X. Notice of Delays

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

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

BB. Publicity

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

Contractor from publicizing its role under this Contract within the following conditions:

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

CC. Public Records Act

1. Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

EE. 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.

FF. 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 terminate for this Contract default.

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

such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS

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

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

B. Termination for Convenience

1. This Contract may be 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. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - 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 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 terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately 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, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the

California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

- d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
 - 4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
 - 5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that 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 County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

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 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 terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 205991

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

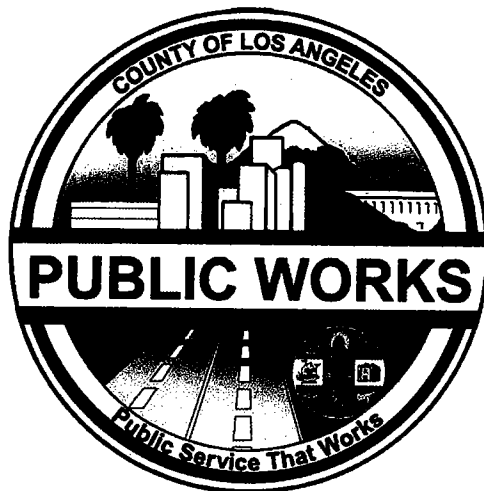
**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

County of Los Angeles

Department of Public Works

Web Development Standards & Guidelines



Revisions

<u>Number</u>	<u>Date</u>	<u>Description</u>
1.0	01-03-06	Beginning document

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Preface [\(top\)](#)

Our objective in developing standards and guidelines is to provide consistent, easy-to-navigate Web access for all offered services and optimize Web development and maintenance. Standards compliance ensures accessibility to information provided by the Department, and also makes Web development faster and more enjoyable. Some may fear that standards are limiting. In reality, they remove much of the tedious effort involved in Web development, provide developers with best practices, and give developers more time and flexibility to be truly creative. Standards are open to future improvements.

STANDARDS

1. Overview

The Department of Public Works uses web sites and applications to provide information and services to both internal and external customers. The constant requests for more sites and applications requires us to strive to a unified approach to web page layout, design and implementation.

This document describes the mandatory standards and recommended guidelines for all web development at the Department of Public Works, whether written by ITD or consultants. Sections are currently separated into required and recommended. In the interest of future compatibility, implementing the recommended sections would be helpful.

The enclosed style guides and templates were constructed in accordance with accessibility standards and other Department or County guidelines. Deviation from these standards is limited and varying from them is discouraged. All Web pages shall undergo a review process by Content Managers and/or development managers to ensure compliance. Non-compliance will require will be handled on an case by case basis.

It is imperative that these standards and guidelines be read and understood by all Web developers. Please review the Policies & Procedures section for future standard updates.

For questions regarding Web standards and guidelines, please contact:

Paul Lam (626) 458-4394
Polo Herrera (626) 458-4184

pslam@ladpw.org
lherrera@ladpw.org

1.1. Branding [*\(top\)*](#)

We have adopted a set of visual elements and an overall layout design to follow industry best practices and provide a unified, consistent presence on the Web and establish our online identity. A set of templates is provided in section 8.

1.1.1. Structure, Navigation, Graphics, Color and Font

By using a standard structure and navigation consistently throughout the site, users will save time and effort. In addition, users can locate information without learning the internal structure of the Department.

Throughout each site, graphic elements must be consistent in terms of size, shape, location, and type (photographic or illustration). Use graphics sparingly to provide meaningful content illustration - not just eye candy. One graphic per page is recommended, although more graphics may be used if needed. Remember, graphic intense pages take a long time to load, especially over dial-up connections.

Slow performance may discourage users. "ALT" attribute must be added to all image tags. See section 5.

Fonts are defined in the CSS folder that comes attached to the template zip file included in this Guide. The templates are tagged for your convenience. When you view the templates, you will see the tags. Do Not Modify Tags except to add more of the same tags provided in the templates. Copy and paste content between the tags.

1.1.2. Parent Frames

All sites should have their parent frame being ladpw.org. No site should have a different parent name in that this confuses the user and deviates from Public Works consistency.

- e.g. myserver.com/mysite.htm. This should be ladpw.org/mysite.htm
- The only exception is if URL is registered under ladpw.org e.g. Server/ladpw.org

1.2. Validation [*\(top\)*](#)

All pages must be validated for section 508 Web-based Intranet and Internet information and applications before publishing. The following tool allows you to see the order a screen reader will "read" your pages. It will also allow you to test the functionality your pages will have in a text mode browser. <http://www.delorie.com>

1.2.1. Additional Resources (recommended)

- <http://www.section508.gov>
- <http://validator.w3.org>
- http://www.temple.edu/inst_disabilities/piat/wave/
- <http://www.cast.org/bobby/AdvancedOptions315.cfm>
- <http://www.w3.org/People/Raggett/tidy/>
- <http://www.w3.org/WAI>
- <http://www.w3.org/TR/WAI-WEBCONTENT-TECHS/#Techniques>
- <http://www.w3.org/WAI/ER/existingtools.html>
- <http://aware.hwg.org>

1.3. Technical Concerns [*\(top\)*](#)

Adhere to the following standards to ensure supporting the widest range of end-user client systems:

- Multimedia media files must support Windows Media Player Version. 6.4 & higher
- Do not use unapproved plug-in technologies.
- Current approved plug-in technologies are:

• Windows Media Player	• Macromedia Flash player
• QuickTime player	• Crystal Web Viewer
• Interwoven Visual Format Editor	• FileNET IDM viewer
• Adobe Acrobat Reader	• Green Pasture Software viewer

1.4. Accessibility [*\(top\)*](#)

You must adhere to section 508 of the Rehabilitation Act. The Architectural and Transportation Barriers Compliance Board has established standards under CFR Part 1194, Subpart 1194.22 that address Web-based Intranet and Internet information and applications. Content Managers and/or development managers shall reject pages that do not adhere to these guidelines. The exception to the above is Flash animation. Flash animation will be treated as a special exception requiring E-Government Committee approval.

Refer to the following link for more information:

- <http://www.section508.gov/index.cfm?FuseAction=Content&ID=12#Web>

2. Review Process [\(top\)](#)

Content Managers determine the direction of their design in accordance with these standards and guidelines and construct a limited number of pages (between 3 and 5) for submission to ITD before undertaking the complete construction of their site or starting new applications. The pages submitted for review must be in completed Web format and include appropriate graphics. The CIO must approve any extensions.

3. HTML Standards [\(top\)](#)

Clarity, maintainability and simplicity of functions must be central to the design of every page. This is important to assure ease of access for as wide a variety of users as possible. It is also important to ensure that all sites can be maintained and updated easily by all developers. When creating HTML documents, code readability is of paramount importance, as someone other than the original author will often maintain the code.

3.1. Code Readability [\(top\)](#)

For code readability add one Tab before the <TR> tags and two tabs before the <TD> tags. Do not modify the structure of the tags.

Example:

```
<TABLE>

    <TR>

        <TD> text.... </TD>

    </TR>

</TABLE>.
```

Use UPPERCASE for tags and attribute names, and mixed-case or lowercase for attribute values.

Example:

```
<TABLE ALIGN="Center" WIDTH="100%"></TABLE>
```

3.1.1. Title Tags

All documents should have meaningful titles, as search engines use them. This title is viewed in the bold colored bar at the top of the browser window and will act as identifying text in bookmark/favorite indexes as well as the history list. This may also be found at the top of the printed page. This will help users know precisely where they are.

```
<TITLE>Site Name - Page Title</TITLE>
```

3.2. META Tags (Are Mandatory)

[\(top\)](#)

All documents must include META tags. META tags do not alter the appearance of the document's contents, as they do not show up in the browser. Instead, they alter how the browser handles the page in terms of how search engines access the document, as well as providing document management.

META Tag Name	Description
Title (Required)	Name given to the page by the creator, author, or publisher. Separate titles by a semi-colon.
Author (Required)	Author of the document or web page. This is the formal name of the agency, department, division, or person responsible for the content.
Date (Required)	Date of the resource's creation or its availability on the Internet. The date format is based on W3C (http://www.w3.org/TR/NOTE-datetime). The format of the date is YYYY-MM-DD.
Description (Required)	Brief overview of the content of the document or web site.
Category (Recommended)	Select the appropriate four categories from the LADPW Portal: Construction, Roads, Environment, and Water; OR the Intranet Portal: Employee, Engineering, and Support. More than one category can be used. Separate categories by a semi-colon.
Keywords (Required)	Keywords are words, acronyms, slang terms, or common phrases used to describe the topics covered by the page. Separate keywords by using a semi-colon.
Home Page (Optional)	Indicates the location of the homepage or starting page in a site. This tag should be used for a division, section, or site home page to increase its relevancy ranking.
Identifier (Optional)	Use this tag if the division has an identifying number associated with a document, form, or resource.
Language (Optional)	This element identifies the language of the content. The code for English is "en" & "es" for Spanish. Separate language codes using a semi-colon. A list of codes can be found at: http://www.oasis-open.org/cover/iso639-2a.html

Example of usage:

<HEAD>

<META NAME="Title" CONTENT="HTML Guidelines">

<META NAME="Author" CONTENT="Doe, John ">


```
<META NAME="Date" CONTENT="2002-01-28">
<META NAME="Description" CONTENT="This page is about design
standards.">
```

```
</HEAD>
```

3.3. Cascading Style Sheets *(top)*

Cascading style sheets must be used on all pages as directed by the provided templates. By default, in Cold Fusion/ASP these styles will already be included in the templates. We periodically make changes to the style sheets and by linking to our site for these files; your site will automatically use the updated files.

SAMPLE OF CLASSES IN OUR STYLE SHEET

blackHeader	indent
blueContent	
blueIndent	listBlueSubtitle
blueLink	listSubtitle
blueSubtitle	
content	
<i>contentItalic</i>	
contentLink	redlink
contentRed	search
conversion	subtitle
footer	title
header	whiteContent

A list of classes and examples can be found at: <http://www.ladpw.org/library/styles/>

3.4. Headers/Subheads and Content *(top)*

Use the HTML templates provided in order to be consistent in the look and feel for web sites. Because the font has been defined in the cascading style sheets, you will only have to define changes for the specific content. **Do Not Modify HTML. Type or paste content between tags.**

All tags needed are present and described in each template. Copy and paste HTML tags to add more content. Each paragraph will need to be tagged with a P CLASS="content" or a SPAN CLASS="content". When using the SPAN CLASS you will need to add two
 after the close span tag.

A reason for using SPAN CLASS instead of a P CLASS is when a paragraph has a link in the middle. Then you would start the paragraph with an open and close it just before the LINK is opened. After closing the link tag, open the SPAN CLASS again until the paragraph ends.

DO NOT use the <PRE> tag to create tables because there is no way to meaningfully associate the information in each "cell" with a particular "column". Reading software and Braille systems used by individuals with disabilities depend on this information to function. See W3C Techniques and USDOJ for more information.

You may run a test using a text browser at <http://www.delorie.com/web/wpbcv.html> to confirm logical reading compliance.

3.5. Programming Guidelines [\(top\)](#)

3.5.1. HTML/CFML

- Design for a screen resolution of 800x600 with 256 colors
- Do not use horizontal scrolling
- Minimize vertical scrolling to the recommended two screen length at 800x600 resolution
- Do not use frames, unless it is necessary, as they reduce the viewable screen size and search engines may link to the undesired frame
- Decide on long pages or short pages with the following recommendations:

If your visitor...	Then you should...
Wants to find specific information quickly	Create many links to short pages
Needs to understand an entire concept without interruption (articles & white papers)	Present the entire concept in one page with internal links to subtopics
Wants to print all or most of the content to read offline	Use one long page or prepare a PDF alternative.
Will be loading over slow modems, but doesn't need all pages of information	Create a comprehensive contents page with links to many short pages

- Add go to top link at the sub-headings for screens longer than 1 page
- Always try to fill a page with contents, instead of listing links for more information (recommended)
- Test your site with different monitors and browsers (IE 5.x and Netscape 4.x) on PC
- Use the tag to emphasize bold text. Do not use the tag for bold
- Limit the use of JavaScript to form processing only
- Design for limited bandwidth to support 56 Kbps modem connections
- Provide alternative text links when using image maps ("ALT", "D" link)
- Hyperlinks must be in blue and underlined while visited hyperlinks should be underlined and purple. This is controlled in the cascading style sheet
- Do not use underlining. It is harder to read and may be confused with a hyperlink.
- Do not use browser specific tags such as <blink> "Netscape" and <marquee> "IE"
- Do not overlap tag sets:
Wrong: <H1>Example</H1>
Correct: <H1>Example</H1>
- Provide a text equivalent for every non-text element (e.g., via "alt," "longdesc," or in element content). This includes: images, graphical representations of text (including symbols)
- Used centralized location for images. See graphic library in section 6.1

- Textboxes receive focus and accept the “Enter” key to process the current request. Forms with multiple text boxes should set focus on first/top text box, accept “Tab” key to advance focus to next text box and accept “Enter” key to process current request.
Example: `<Body onLoad="document.form.textbox.focus();">`
- Encrypt sensitive information (session ID, username, accounts, etc.)
- Sites with more than 2 levels or sub-sites should have a site map (recommended)
- Height and width for pop-up screens should be 80% or less. Allow users to adjust the window and font size
- Text alignment in tables
 - o left justify more than 3 character text
 - o center less than 4 character text, table/column headings
 - o right justify currency, percentages and numbers

3.5.2. Code Documentation

Having a consistent standard for naming the various components saves time both during development and maintenance work. Naming conventions make programs more understandable by making them easier to read. Good coding practices improves the readability of the programs, allowing application developers to understand new code more quickly and thoroughly.

The following comment types must be included in your code when applicable.

Beginning Comment:

The beginning of every source file should have comments that tells the:

- Project Name
- Programmer(s)
- Department/Division – Section
- Date it was created and modified
- A description of the program
- Used arguments (local & global)
- Production change history

Example:

```
<!-- *****
```

```
PROJECT: Engineer Evaluator, Sub section
```

```
PROGRAMMER: John Doe
```

```
DIVISION: ITD – Applications Development Section
```

```
PURPOSE: This is a code component that is used by the engineer evaluator main  
section to calculate Engineer's ages.
```

```
ARGUMENTS: int_Emp Global Employee Number
```

txt_TaskName Local Task Description
MODIFIED BY DATE TASK

Jane Doe 01/17/2002 Added Job Number Field
*****-->

In-line Comments:

An In-Line comment appears by itself on a line.

-Comment what is not readily discernible from the code.

-Each significant block of code (If-The, Loop, Select Case) should be preceded by a comment that explains what happens in the block.

Example:

<!--Set all odd numbers to zero. -->

while (condition

{If (isODD(x))

...

}

End of Line Comments:

The purpose of End of Line (EOL) comments is to explain why something needs to be done or why it needs to be done now. EOL comments are small annotations tacked on the end of a line of code. EOL comments are focused on one or very few lines of codes whereas In-Line comments refer to larger sections of code (sometimes the whole procedure).

Example:

If (a=2) then

Return TRUE; <!-- Color is Red -->

Else

Return FALSE; <!-- Color is Green -->

End if

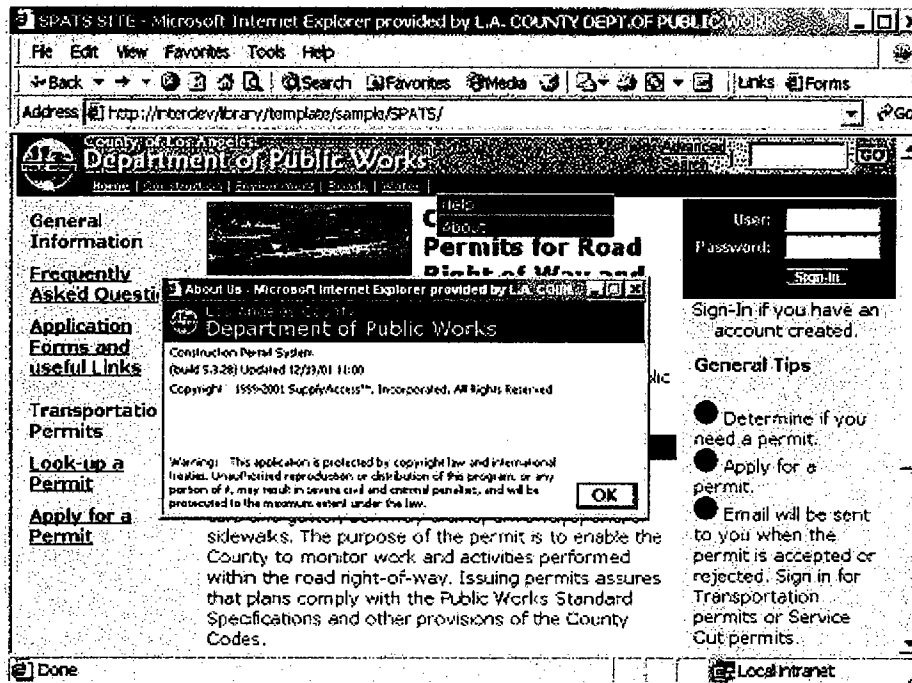
3.5.3. Rules and Tips on Commenting

- Don't comment the obvious.
- Code should be clear enough that many end-of-line comments are unnecessary.
- Variable and procedure names should be descriptive enough to be self-documenting
- In-line comments should be indented to the same level as the code they describe
- End-of-line comments should be shifted far enough to separate them from the statement and they should be aligned if possible.
- Most procedures only need a few lines of comments preceding them. Small procedures may only require one line and small event handles do not even need a comment.

- Every global variable and important local variables should be declared on its own line of code and should usually have an inline comment describing its use.

3.5.4. Site Documentation

Help files provide context sensitive information to assist users in understanding and using the system. Add a link to your user manual or help document in the top navigation menu. There should also be an option for “**About this application**” to indicate application version, build date, and copyright information (recommended). Example:



3.5.5. Naming Conventions

Programming

Control Types	Prefix	Example
Array	ara	araEmployee
Boolean	bln	blnActive
Button	btn	btnSave
Check Box	chk	chkDelivery
Combo box, drop-down list box	cbo	cboDivision
Currency	cur	curRevenue
Date and time	dt	dtToday

File Extension	3 letter	.htm or .cfm
File Name	use lowercase	myfile
Form	frm	frmEmployee
Frame	fra	fraMenu
Integer/Number	int	intStudents
List Box	lst	lstApplications
Option Button	opt	optSuppliers
Query	qry	qryAccounts
String	str	strLastName
Structure	st	stCar

Database:

Control Types	Prefix	Example
Table	t_	t_tablename
Sequence	s_	s_sequencename
View	v_	v_viewname
Primary Key Constraint	_pk	t_tablename_pk
Index	_indx	t_tablename_indx
Stored Procedure	_sp	pw_storedprocedurename_sp
Function	_f	pw_functionname_f
Package	_pkg	pw_packagename_pkg
Trigger	_t	pw_triggername_t

Files:

Control Types	Prefix		Example
Display File	dsp_		dsp_filename.cfm
Action File	act_		act_filename.cfm
Query File	qry_		qry_filename.cfm
Image File	Function(8)_Width(3)xHeight(3)_Color(2).Ext(3)		Logo_85x20.gif
	Color abbreviations for the image files (optional):		
	BL= Blue GN = Green PK = Pink WH = White	RD = RED TR = Transparent YL = Yellow	BK = Black OR = Orange GR = Gray

The following Oracle-based systems have been documented by the database team and are in Production (<http://intranet/itd/comments/>):

Application Name	Application Description	Database Name
<u>ASSESSOR PARCEL DATABASE</u>	The Assessor Parcel Database is an Oracle database containing assessor parcels mainly served for GIS application usage. It covers the assessor parcel number, agency class, property ownership, mailing address, building details, situs details, last sale date and property tax related information.	dlmnc
<u>CONSULTANT REGISTRATION APPLICATION</u>	The Consultant Registration Application allows firms to provide information on the services they provide. This information allows Architectural Engineering Division to target solicitations to appropriate firms. The services are generally architectural, engineering or other construction consultant type service.	dlmnc
<u>DOCUMENT MANAGEMENT SYSTEM RETENTION POLICY</u>	The Document Management System Retention Policy contains information which associates a specific LADPW document classification title with a record code and its specific retention policy.	dlmnc
<u>MEMO A MEMO</u>	Amemo tracks incoming memos from the Board of Supervisors, and monitors their progress.	dlmnc
<u>NOMENCLATURE BOOK</u>	The Nomenclature Book contains information regarding Department of Public Work's Flood Control Facilities. The listings are available for Alpha-Numeric, Board Issues, Transfer Drains and Maintenance Yards.	dlmnc
<u>PROJECT INFORMATION WEBSITE</u>	The Project Information Web site (PIW) is a construction project repository to view correspondence, staffing information, schedules, financial information, project locations, and supporting documents for Department infrastructure projects. PIW provides analysis of the data through GIS and data queries. Each project has a unique identifier, or Project ID number.	dlmnc
<u>RADIO DISPATCH</u>	The Radio Dispatch System automates the Radio Dispatch Unit's signal, callout radio, and telephone number databases as well as their procedure manual. The system contains detail information such as cellular phone, cellular phone history, service plan, pager, pager history, standby main category, sub-category, web index and related information.	dlmnc
<u>RETURN TO WORK</u>	The Risk Management's Return to Work web section includes Frequently Asked Questions (FAQ), Forms, Links, Contacts, and other useful resources. The system contains information such as job safety related forms, links, knowledge, policies and procedures.	dlmnc
<u>WATER RESOURCE DIVISION WEB APPLICATIONS</u>	The WRD Web Application contains information such as debris basin design data, reservoirs yearly inflow and outflow, monthly imported water outlet releases, monthly water conserve, rainfall indices report, yearly runoff discharge and peak, spreading grounds description, reservoirs description, runoff station description, seawater barrier well description and photo information.	dlmnc

- Assessor Parcel Database
- Consultant Registration Application
- Document Management System Retention Policy
- Hydrologic Records
- Nomenclature Book
- Project Information Website
- Radio Dispatch
- Return To Work
- Spatial Database Engine (ESRI_SDO)
- Water Resource Division Web Applications
- Watershed Stakeholder Directory

For "Application" documentation, please write an informative sentence or two describing the overall functionality of the Application. For example, **"The Document Management System Retention Policy contains information which associates a specific LADPW document classification title with a record code and its specific retention policy."**

For "Table/View" documentation, please write a complete sentence beginning with "This table contains..." or "This view contains...". For example, **"This table contains in-formation which associates a specific LADPW document classification title with a record code and its specific retention policy"**.

For "Column" documentation, please write a complete sentence beginning with "This column contains..." For example, **"This column contains the document classification title and is the primary key field"**.

Please modify existing documentation to adhere to this documentation standard and submit the modified scripts to database team. Also, please spell check and proofread your comments closely!

In addition, please submit database documentation scripts along with your database object creation scripts when requesting any new production database or modifying an existing production database.

For questions regarding database standards and guidelines, please contact:

Azam Popalzai (626) 458-4131 APOP@ladpw.org
Salve Flores (626) 458-4367 sflores@ladpw.org

3.5.6. Accessibility

- Ensure that pages are usable when scripts, applets, or other programmatic objects are turned off or not supported
- Ensure that all information conveyed with color is also available without color
- Provide a text equivalent for every non-text element. See Graphics Guide.
- Don't use blinking text or images
- Web Policy Committee approval must be obtained before using Flash animation. See Accessibility Guide for more information.

3.5.7. Error Handling

Errors can cause an application to stop responding or, worse yet, crash the web server. Each application should handle errors by:

1. Logging the errors into a text file. DO NOT log the errors into a database, as there may be a database connection problem.
2. Sending an email to the content manager/developer.
3. Displaying a user-friendly message..

Create a folder under "\apps\log\" with the application name to store these log files. The naming convention for these files should be formatted as (YYYY_MM_DD_HH_MM_SS_RandomNumber.txt), for example FAQ_2002_02_01_13_00_58_1.txt is the log file for FAQ and the error occurred on 2/1/2002 at 1:00:58 AM. Each error should generate a new file, which contains the date and time of error, page caused generated the error and previous page (HTTP_REFERER), Error Type (Validation, ODBC, File Permission, etc.), and the Error Message. Purge the log files and archive in a zip file for 6 months. If developing in Cold Fusion, there is a custom tag created to accomplish this function. Include this tag in your application.cfm file:

```
<CF_ERRORHANDLER MAILTO="yourEmailAddress"  
APPNAME="yourAppName" ENABLED="True">
```

Error processing your page.

The system administrator has been notified and will work to resolve this issue as soon as possible. Please try again later.

3.6. Advertising Policy [*\(top\)*](#)

The County's website is a public asset. Any for-profit advertising or hotlinking should be limited to those situations in which such use has a public purpose and/or is of direct benefit to the County. Among the concerns cited are: the public does not want government sites commercialized; advertisements might be seen as an endorsement of a private company or product; the content of certain ads might be offensive to some; and inclusion of some but not other advertisers might raise questions of favoritism if those companies were government contractors or seeking to do business with the County.

The following guidelines are hereby adopted for the guidance in determining when such materials are appropriate for inclusion in County websites.

1. Advertising/Promotional Materials Where County Has Public/Financial Interest.
2. Web-Based All-Inclusive Information About Private Enterprises Which Provide A Service Or Benefit To The Public Where The Service Or Benefit Is Directly Related To A County Department's Mission Or Services
3. Links to Commercial Sites With Information Critical To Or Vitally Enhancing A County Department's Mission Or Services Where Replication Of Information By Department Not Feasible Mission Or Services
4. County Program Sponsors And Donors
5. Government Agencies; Academic Institutions; Public-Private Partnerships; Professional, Cultural, Community-Based And Non-Profit Organizations
6. Links to Search Engines
7. No Links To Sites Containing Inappropriate Material

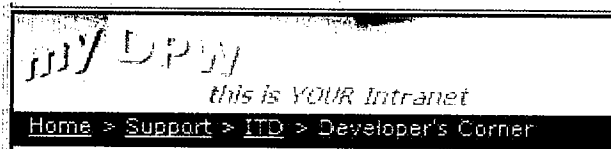
****See Appendix A for a detailed description with examples.**

When providing links to non-County sites, use a standardized alert or redirect script page that warns users they are leaving the County site and allows them to proceed or cancel. This alert would read: "You are now leaving the County of Los Angeles website and linking to a website that may contain commercial advertising. The County of Los Angeles does not endorse or support any of the advertising that may be contained on this site. For more information on the County's use of websites that may contain commercial advertising, please click on "About this site." Do you wish to continue? Yes or No."

3.7. Breadcrumbs [\(top\)](#)

Breadcrumbs display the preferred (hierarchical) path to get to the site or page a user is viewing. It does not necessarily display the recent path taken to get to the site or page. They visually guide you as to where you are in a web site. This can be very helpful to users finding their way through a complex site.

This is required on all static pages and the entry page on all applications. It is optional on pages within an application.



Specifications:

- Located in the lower colored band of the header
- Text: 8 point; Font: Verdana, Arial, Tahoma; Color: white or black contrasting with background
- Current page is not clickable or underlined
- Parent pages are clickable and underlined
- Arrow is greater than sign
- Starts 5 pixels from left edge
- First parent is always Internet or Intranet home page

Sample code:

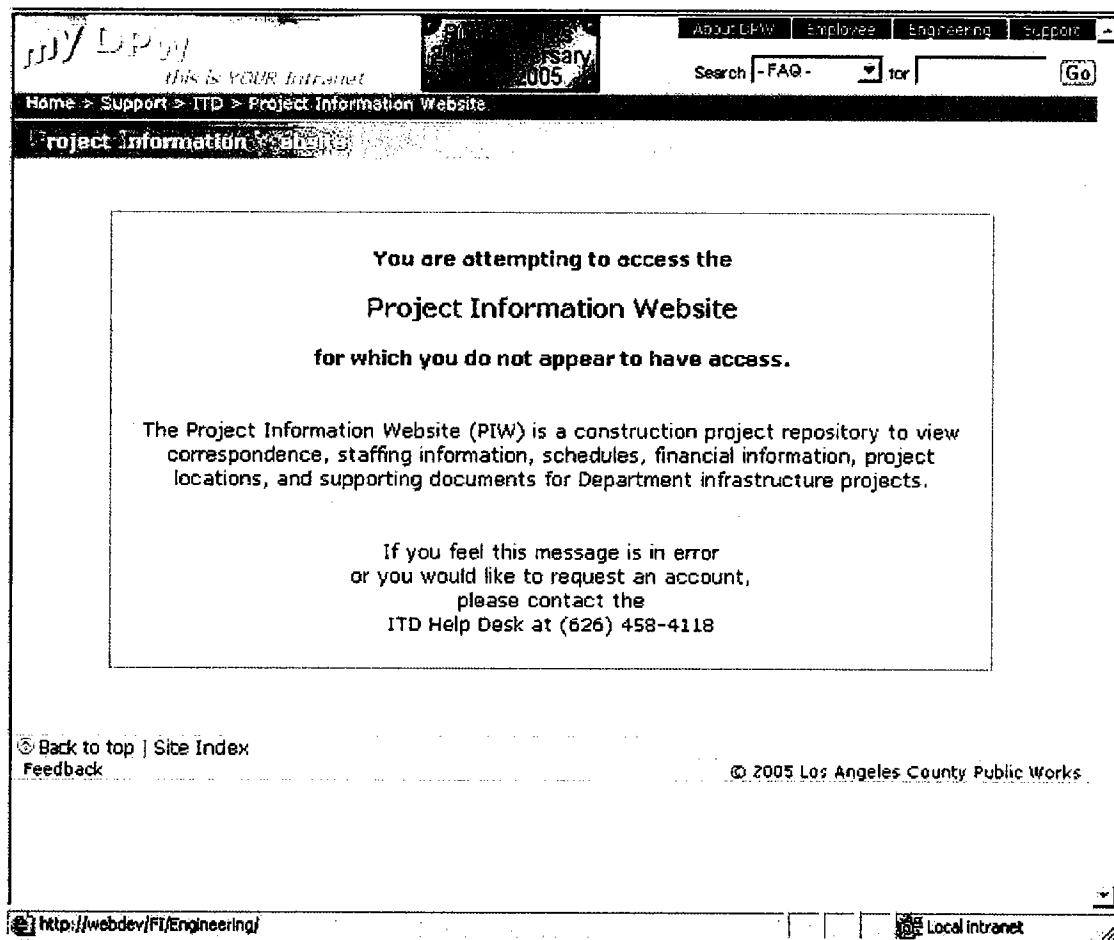
```
<A HREF='/index.cfm' STYLE='color: white'>Home</A> &gt;  
<A HREF='/FI/Support/' STYLE='color: white'>Support</A> &gt;  
<A HREF='/ITD/' STYLE='color: white'>ITD</A> &gt;  
Developer's Corner
```

3.8. Unauthorized Access

[\(top\)](#)

Controlling access to an application or website plays an important role in data security. Because we often use operating system authentication and therefore require no login screen, a user may come across a site to which they have no access. In keeping with our goal of user friendliness, the application must display an informative message when this unauthorized access occurs.

Below is a sample page with both mandatory and optional components.



Specifications:

- The application title bar is optional. Use it if the site uses this type of branding.

- The text and formatting within the message box is mandatory.
 - The top component is the warning including application or website name.
 - The middle component is a short application or website name. Do not link the message to the application home page.
 - The bottom is the contact information.
- The contact will be the ITD Help Desk for Intranet applications and websites. They will then be responsible for routing the call or referring them (as the case may be) to the appropriate developer or system administrator. At this time, this message is not appropriate for Internet applications or websites, as they will require a login screen.
- The thin border around the message is optional. However, use it consistently within the application or website.

Sample code:

None available.

3.9. User Confirmations *(top)*

Utilizing "user confirmation" is optional in an application. The guideline is as follows:

- If user is expected to use the application frequently, the "user confirmation" should not be utilized.
- If most users are infrequent users of the application, for example public on our Internet site, it is recommended utilizing a "user confirmation" popup.
- Keep the message short, but may include the function being performed and/or the data being deleted.
- Will be via a popup box.

4. Naming Guidelines [\(top\)](#)

This section provides guidelines for naming various entities in your ColdFusion code.

4.1. General Naming Guidelines [\(top\)](#)

Name all entities for readability - names should be readable English words or phrases. The primary function or purpose of any entity should be obvious from its name. In general, "verb-noun" and "adjective-noun" phrases are the most natural choice, e.g.:
course_list_output.cfm - invoked in a URL
calculate_sales_tax.cfm - a custom tag
ProductInformation.cfc - a ColdFusion component
userName, lastName, getBankBalance - a variable, function, attribute, property etc
The singular noun is preferred. In general, .cfm files will be lower case with words optionally separated by underscores and .cfc files will be MixedCase (also known as CamelCase).

4.2. Abbreviations [\(top\)](#)

Avoid abbreviations and acronyms. Use only a few, widely understood acronyms or abbreviations, such as ID, CGI and URL. Such abbreviations and acronyms will be uppercase, unless they are part of a filename that forms part of a URL, in which case they will be lowercase, e.g.,
userID - variable, attribute, property etc
set_user_id.cfm - invoked in a URL

4.3. File Naming [\(top\)](#)

The following conventions apply to filename:

Suffixes:

HTML files end in .html;

CFML files end in .cfm;

ColdFusion component (CFC) files end in .cfc;

ColdFusion custom tags end in .cfm;

XML files end in .xml.

Prefixes:

- o Fusebox display files begin in dsp_ (for example, dsp_filename.cfm).

- Fusebox action files begin in act_ (for example, act_filename.cfm).
- Fusebox query files begin in qry_ (for example, qry_filename.cfm).

In general, all URL-accessible filenames shall be lowercase, with words optionally separated by underscores (determined by readability). Filenames must **never** contain spaces! Files whose names are not URL-accessible should generally be lowercase for consistency but we allow more leeway in this situation.

Note: Application.cfc, Application.cfm and OnRequestEnd.cfm are the only exceptions to the lowercase filename rule for URL-accessible files and must have exactly the case shown!

4.4. ColdFusion Components [*\(top\)*](#)

- Component name shall be MixedCaseWords (preferred), lowercasewords or lowercase_words (for example, ShoppingCart).
- Method names, property names and instance names (variables referring to components) shall be mixedCaseInitLower (also known as headlessCamelCase) (for example, checkout).
- Components that are URL-accessible, e.g., that implement Web Services, shall be lowercasewords or lowercase_words.
- All references to component names in code shall match exactly the case of the implementation filename, i.e., references will be path.to.MixedCaseWords, path.to.lowercasewords or path.to.lowercase_words as appropriate (for example, ShoppingCart.checkout).

If a ColdFusion component contains methods that are accessible as Web Services or via Flash Remoting (i.e., the cffunction tag specifies access="remote"), then the component should be stored under {cfmxroot}/wwwroot/{applicationname}/ (and have lowercase filenames). Otherwise, ColdFusion components should be stored under {cfmxroot}/extensions/components/{applicationname}/.

The directory structure should reflect the logical grouping of the major elements of each application. All the application-specific components should live in application-specific sub-directories. All the utility and common reusable components should live in appropriately named library sub-directories.

4.5. Custom Tags [*\(top\)*](#)

Custom tag names will be lowercase_words. Their implementation filename should be lowercase_words.cfm, stored somewhere within the {cfmxroot}/extensions/customtags/ hierarchy (so custom tags cannot be invoked directly via a URL). They should be invoked using a tag prefix (defined using cfimport before the first use of any custom tags in each file - cfimport tags should be grouped together near the top of the file) e.g., <prefix:lowercase_words

...> ... </pfx:lowercase_words>. The *pfx* will usually be the lowest-level directory containing the tags, e.g., mmlf for {cfmxroot}/extensions/customtags/mmlf/ - used like:
<cfimport taglib="/customtags/mmlf" prefix="mmlf" />

...
<mmlf:ssi virtual="/path/to/file.html" />

The expectation is that directories under the Custom Tag Paths will have unique names - the tag prefix must be unique within a page.

Note: CFX tags will not be used - instead write Java tag libraries and <cfimport ...> them (assuming you can't write the tag in CFML for some reason).

4.6. Type Names [\(top\)](#)

The names used to reference ColdFusion types (e.g., in type= and returntype= attributes) shall be lowercase for built-in types (e.g., boolean, string). The names used to reference user-defined types (i.e., ColdFusion Components) shall exactly match the case of the implementing filename, e.g., Article, NewsItem, MachII.framework.Listener.

4.7. Built-in CFML Tags, Attributes & Operators [\(top\)](#)

Built-in CFML tags shall be lowercase, just like our HTML tags. Attributes for CFML tags are either lowercase (mirroring XHTML-compliance) or mixed case, first letter lowercase (mixedCaseInitLower) - this is a stylistic choice but be consistent. Built-in operators shall be mixed case, first letter lowercase, e.g., mixedCaseInitLower.

Note: This means simple built-in operators will be lowercase, e.g., is, and, or, not.

4.8. Attributes, Fields, Functions, Methods, Parameters, Properties & Variables [\(top\)](#)

All these entity names will be mixedCaseInitLower. To enhance readability, boolean attributes and variables should generally begin with "is" or "has", e.g., <cfif hasFlash> ... </cfif>.

Function and method names should generally be of the form *verb()* or *verbNoun()*, e.g., read(), getName().

4.9. Attribute Values [\(top\)](#)

All attribute values to all tags - except cfset, cfif and cfreturn - will be quoted, usually with double quotes ("). Single quotes (') may be used if the attribute value already contains a double quote.

In cfset, the attribute name is always a variable name (possibly evaluated, e.g., arr[i]) and the apparent attribute value is really an expression. In cfif and cfreturn, the 'attribute' is really an expression. String values in expressions will be quoted (with " or ' as appropriate). Numeric values in expressions will *not* be quoted. Variable names in

expressions will *not* be quoted, so that pound signs (#) are not needed, i.e., variableName instead of "#variableName#". The attribute name in cfset - the variable name - will *not* be quoted.

Do not use evaluated variable names like "caller.#resultVariable#" or "varname_#index#" - use caller[resultVariable] or variables["varname_" & index] instead. The only acceptable boolean attribute values are true and false - which may be quoted or unquoted (in cfset, they should always be unquoted).

Examples:

```
<!-- string requires quotes: --->
<cfset x = "A string" />
<!-- other expressions require no quotes: --->
<cfset y = len(x) />
<cfif z gt y * 2 >
<!-- simple variable requires no quotes: --->
<cfset request.value = z />
<!-- evaluated variable requires no quotes: --->
<cfset caller[result] = z />
```

4.10. Scope Names

[*\(top\)*](#)

Use scope name qualifiers with all variables (except var scope variables inside functions), where there is any possibility of a collision with a name in another scope. Since ColdFusion looks 'up' the scope chain if it cannot find a name in the current scope, use variables scope for safety, to avoid accidentally picking up the wrong variable in an outer scope, e.g., a cookie.

Inside components, variables scope refers to non-public instance data (and this scope refers to public instance data). If you want a local variable in a function, you should use var and then set the variable to 'declare' it (at the top of the function). Within a script function, you introduce local variables as follows:

```
function foo() {
var localVar = 0;
var anotherLocalVar = 0;
...
}
```

Within cffunction, you can use either of the following styles:

```
<!-- using tag syntax for the function body: --->
<cffunction name="bar">
<cfset var localVar = 0 />
<cfset var anotherLocalVar = 0 />
...
</cffunction>
<!-- using script syntax for the function body: --->
```

```

<cffunction name="bar">
<cfscript>
var localVar = 0;
var anotherLocalVar = 0;
...
</cfscript>
</cffunction>

```

Inside components, there are two special scopes: `this` and `variables`. When variables are qualified with `this` scope, they become public data members of the component instance and accessible to code outside the component. When variables are qualified with `variables` scope, or left unqualified - using the unnamed scope, they become non-public data members of the component instance (and, therefore, are not accessible outside the component). This is important since unqualified variables within functions will persist for the lifetime of the instance - which may not be what you intended - hence the need to use `var` to declare local variables!

Example:

```

<cfcomponent>
<cffunction name="example">
<cfset var localVar = "Just in this function" />
<cfset variables.nonPublicVar = "Non-public data member" />
<cfset anotherNonPublicVar = "Not recommended - use 'variables'" />
<cfset this.publicVar = "Public data member" />
</cffunction>
<cffunction name="more">
<cfset var localVar = "Different to example localVar" />
<cfset var x = variables.nonPublicVar & " set in 'example' above" />
</cffunction>
</cfcomponent>

```

Note: `this.member` and `member` denote two distinct variables in distinct scopes (but don't do this: in general, name collisions are bad practice and cause debugging headaches!). `variables.member` and `member` denote the same variable (assuming `member` is not also declared with `var`) - always use `variables.member` for clarity.

Scope names should follow the same capitalization rules as variables:

Examples:

```

form.myFormField
URL.myURLVar - note: URL is an acronym (uppercase)
cfhttp.fileContents - note: cfhttp is a built-in tag name (lowercase)
variables.pageVar
arguments.argName
this.publicVar

```

4.11. Images [*\(top\)*](#)

Name image files as follows: name _ pixelwidth x pixelheight . extension (for example, logo_85x20.gif). Use the following color abbreviations in the name (optional):

- BL = blue
- GN = green
- PK = pink
- WH = white
- RD = red
- TR = transparent
- YL = yellow
- BK = black
- OR = orange
- GR = grey

4.12. Query Naming [*\(top\)*](#)

The name of the query should match the filename (for example, qry_project.cfm matches qryProjects). Query names follow the same convention as other variable names, using the verbs Update, Insert, Delete, or Select as follows:

Query Type	Pattern	Example
Select Data	querynameSelect	customerSelect
Update Data	querynameUpdate	customerUpdate
Insert Data	querynameInsert	customerInsert
Delete Data	querynameDelete	customerDelete

4.13. Database [*\(top\)*](#)

The following naming conventions apply to databases and SQL:

- All names used in the database and SQL statements should be in all uppercase, for consistency and portability with case-sensitive databases.
- Underscores are permitted to separate words if that improves readability. Do not use underscores outside of databases or SQL; use mixed case.
- The table name should be plural and descriptive, unless the table contains only one row of data, in which case it should be singular and descriptive (for example, T_EMPLOYEES).
- Column names should be singular and descriptive (for example, FIRSTNAME or FIRST_NAME).
- The table name should not be repeated in the column name unless it makes the column name more readable.
- Primary keys should be in the singular form of the table name followed by "ID" (for example EMPLOYEEID or EMPLOYEE_ID).
- Names should not be abbreviated.

Database Control Types	Prefix/Suffix	Example
Table	T_	T_TABLENAME
Sequence	S_	S_SEQUENCENAME
View	V_	V_VIEWNAME
Primary Key Constraint	_PK	T_TABLENAME_PK
Index	_INDX	T_TABLENAME_INDX
Stored procedure	_SP	PW_STOREDPROCEDURENAME_SP
Function	_F	PW_FUNCTIONNAME_F
Package	_PKG	PW_PACKAGENAME_PKG
Trigger	_T	PW_TRIGGERNAME_T

5. Accessibility [\(top\)](#)

5.1. Introduction [\(top\)](#)

Numerous Federal statutes and regulations extend civil rights protections to persons with disabilities, including the Americans with Disabilities Act of 1990 (ADA), as well as the 1998 Amendments to the Rehabilitation Act, where specific technical requirements for accessible web design have been published by the U.S. Access Board.

Disabilities can fall into four basic categories:

- **Blind/Low Vision.** Features such as keyboard navigation, scalability of font size, alt tags and high contrast between the background and the text are helpful for screen readers, refreshable Braille displays and screen magnifiers.
- **Deaf/Hard of Hearing.** Features such as captioning synchronized with multimedia as well as volume control enable accessibility.
- **Mobility.** Features such as keyboard navigation are helpful.
- **Cognitive and Specific Learning Disabilities.** Features such as simple navigation, consistency in content presentation, clear labels, meaningful content, executive summaries at top of long documents and vocabulary understood by a wide audience are helpful.

5.2. Guidelines [*\(top\)*](#)

DPW has adopted Section 508 of the Rehabilitation Act paragraphs (a) through (p) <http://www.section508.gov/index.cfm?FuseAction=Content&ID=12#Web>. Technical assistance in this Accessibility Guide is drawn from both the W3C technical assistance materials as well as the [2001 U.S. Department of Justice Web Accessibility Questionnaire](#).

5.2.1. General

- Provide a text equivalent for every non-text element (e.g., via "alt," "longdesc," or in element content). This includes: images, graphical representations of text (including symbols), animations (e.g. animated GIFs), applets and programmatic objects, ASCII art, scripts, images used as list bullets, spacers, graphical buttons, sounds (played with or without user interaction), stand alone audio files, audio tracks of video and video. (a) [\[W3C WCAG 1.1\]](#)
- Ensure that all information conveyed with color is also available without color, for example from context or markup. (c) [\[W3C WCAG 2.1\]](#)
- Organize documents so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it must still be possible to read the document. (d) [\[W3C WCAG 6.1\]](#)
- Until user agents allow users to control flickering, avoid causing the screen to flicker. (j) [\[W3C WCAG 7.1\]](#)
- Title each frame to facilitate frame identification and navigation. (i) [\[W3C WCAG 12.1\]](#)
- A method shall be provided that permits users to skip repetitive navigation links. (o)
- When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required. (p)

5.2.2. Image Maps

- Provide redundant text links for each active region of a server-side image map. (e) [\[W3C WCAG 1.2\]](#)
- Provide client-side image maps instead of server -side image maps except where the regions cannot be defined with an available geometric shape. (f) [\[W3C WCAG 9.1\]](#)

5.2.3. Forms

- When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and

functionality required for completion and submission of the form, including all directions and cues. (n)

5.2.4. Tables

- For data tables, identify row and column headers. (g) [W3C WCAG 5.1]
- For data tables that have two or more logical levels of row or column headers, use markup to associate data cells and header cells. (h) [W3C WCAG 5.2]

5.2.5. Applets and Scripts

- Ensure that pages are usable when scripts, applets, or other programmatic objects are turned off or not supported. If this is not possible, provide equivalent information on an alternative accessible page. When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet. (l)

5.2.6. Multimedia

- For any time-based multimedia presentation (e.g. movie or animation), synchronize equivalent alternatives (e.g., captions or auditory descriptions of the visual track) with the presentation. (b) [W3C WCAG 1.4]
- If, after best efforts, you cannot create an accessible page, provide a link to an alternative page that uses W3C technologies, is accessible, has equivalent information (or functionality), and is updated as often as the inaccessible (original) page. (k) [W3C WCAG 11.4]
- Support Windows Media Player ver. 6.4 when creating multimedia media files
- Committee approval must be obtain before using Flash animation

5.2.7. Validation

- It is highly recommended by the W3C that validation methods be utilized. Please see Appendix A of the W3C Web Content Accessibility Guidelines 1.0 for further information. <http://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/#validation>

5.2.8. JavaScript

- When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology. (l)

5.2.9. Additional Resources

- Federal IT Accessibility Initiative: <http://www.section508.gov>
- W3C Web Accessibility Initiative: <http://www.w3.org/WAI>
- W3C Techniques: <http://www.w3.org/TR/WAI-WEBCONTENT-TECHS/#Techniques>
- W3C Evaluation, Repair and Transformation Tools: <http://www.w3.org/WAI/ER/existingtools.html>
- Designing More Useable Web Sites: <http://www.trace.wisc.edu/world/web/default.htm>
- HTML Writers Guild Accessible Web Authoring Resources and Education Center: <http://aware.hwg.org>

5.3. PDF Documents

(top)

Adobe Portable Document Format (PDF) documents has many advantages for use on the Internet, including cross-platform capability, precise control over layout, internal navigation and search ability. However, PDF documents may not be viewable by alternate Internet access devices (ie., cell phones, personal digital assistants) or assistive computer technology (including text browsers and screenreaders). Ideally, an HTML version of the document should also be posted with the PDF version. Another alternative format is plain text documents. PDF documents can be created in a number of different ways and each method has separate implications for accessibility:

- Printing a file directly into PDF format converts the electronic information into a digital representation of the document that is somewhat readable by assistive technology (screenreaders).
- Scanning a document into PDF and then running it through OCR ("optical character recognition") technology converts the text images into searchable text. Such documents must be checked carefully for accuracy.
- Writing a document inside Adobe Acrobat can also result in a document that is some-what readable by assistive technology.
- Scanning a document into PDF creates a so-called "PDF Image Only" file that is essentially a graphic representation of the document and, like a photograph with no associated text, is generally unreadable by screen reader technology.
- Use the first method of creating PDF files and avoid the last method. For further information, see "How to Create Accessible Adobe PDF Files Booklet" at <http://access.adobe.com/booklet.html>.
- Lastly, the accessibility of PDF documents should be tested with screenreaders before posting on the web site. Proof it for accuracy and then post in accessible HTML. See http://access.adobe.com/simple_form.html.
- Links to PDF files should have to following information included:
 - PDF link (PDF: file size; number of pages)
 - E.G. Divisional Telephone List (PDF: 34 KB, 2 pages)
- Links to PDF files should open in the same/current window. Do not target to a new window.
- Use of PDF pop-up information in the functional index pages is acceptable.

5.4. Layout [*\(top\)*](#)

5.4.1. Templates

- See Design Guidelines "[Templates](#)"

5.4.2. Template Usage Guidelines

- See Design Guidelines "[Templates](#)"

5.4.3. Top Navigation Menus

- See Design Guidelines "[Top Navigation Menus](#)"

5.4.4. Left Hand Navigation Column

- This column has been set to 160 pixels wide. A 10-pixel wide transparent "spacer" gif is used on the right and left sides of the column. The attributes for the fonts in this column have been implemented as a cascading style sheet. The column is to be used to navigate within the web site. Remember to include a link to reference the starting page of your application.
`<TD VALIGN="TOP">`
Just copy and paste your links between the tags`</TD>`

5.4.5. Seal/Logo

- Your seal/logo should be placed at the bottom left hand navigation column, which will appear throughout the web site. **The size of the seal should not exceed 85x85 pixels.**

5.4.6. Content Column

- Set to a width of 100% on one-column design, 90% on two-column design, or 80% on three-column design. The content table data (<TD>) can have a fix size in pixels or a percentage for the content
- One Column Example:

```
<TABLE WIDTH="100%">
```

```
<TR>
```

```
<TD WIDTH="200"> 200 pixels width... </TD>
```

```
<TD WIDTH="80%"> 80% width... </TD>
```

```
</TR>
```

```
</TABLE>
```

- **Do not modify pixel width.**

5.4.7. Search Box

- The search box at the top right of the page is customizable to include an option to search the local application or the entire site.

5.4.8. Right-Hand Column Navigation in Three-Column Design

- This column is 169 pixels wide. This area is for spotlights/highlights, tips, help, hints, extra navigation, login box, or site seal/logo if not put in the bottom left hand navigation column. We strongly recommend using the left hand column for the site seal/logo.

5.4.9. Footer

- See Design Guidelines "[Footer](#)"

5.4.10. Search Results

- Break down search results into multiple pages. Use the following sample as a template.

Display results in an alphabetical order.

A-D	E-H	F-I	J-M	N-R	R-Q	V-Z
-----	-----	-----	-----	-----	-----	-----

Unordered Results:

Result Page: << Previous 11 12 13 **14** 15 16 17 18 Next >>

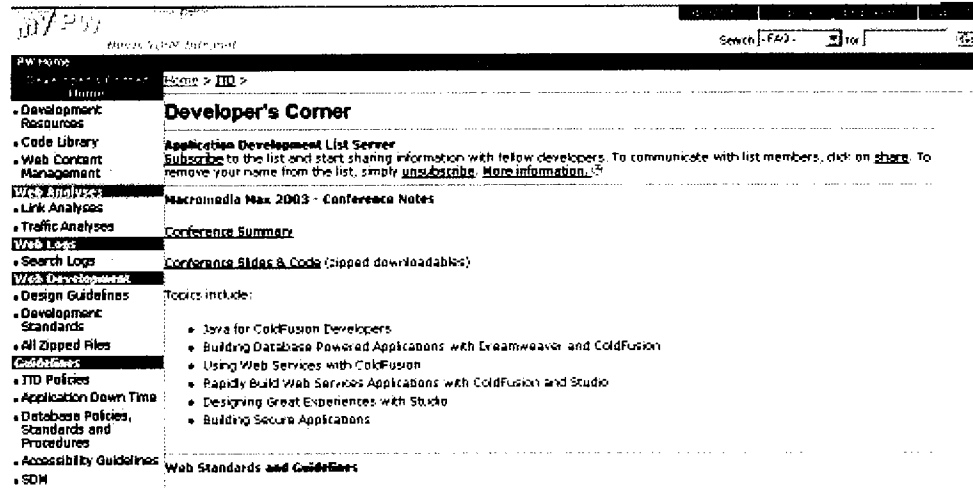
Download Templates

- **Do Not Modify HTML.** Templates for one, two and three column layouts are provided for off-site development. Copy and paste content into provided templates.
- ftp://dpwftp.co.la.ca.us/pub/ITD/development/Internet/html_files/

6. Policies and Procedures [\(top\)](#)

6.1. Future Updates [\(top\)](#)

- The Information Technology Division (ITD) will communicate updates to this document with developers via email. Also, the Developers' Corner <http://intranet/itd/webdev/> will track future updates.



6.2. Implementing New Standards [\(top\)](#)

New standards will be followed in following manner:

- All new projects starting after July 1, 2003 with completion dates after October 1, 2003 must comply with new standards.
- Top 20 Pages, Documents, Dynamic Pages & Forms and Entry Pages identified by WebTrends must adhere to all standards within 30 days from releasing this document.
- All pages modified after 30 days from the release of this document must comply
- All pages must comply with new standards by August 1, 2004.

6.3. Implementation Plan [\(top\)](#)

- New standards will be tested with Intranet from approval date to August 15, 2003 before Internet implementation.

6.4. Security [*\(top\)*](#)

- All security measures must be exercised to protect the integrity of the Web sites and data.

6.5. SSL [*\(top\)*](#)

- Encrypt Web sessions when sending or receiving personal information such as credit card, social security, drivers license numbers, login names and passwords

6.6. Passwords [*\(top\)*](#)

- Applications requiring users to obtain user accounts must enforce passwords with 6 digits minimum (alphanumeric passwords are recommended)
- Login name & password can't be the same
- Prompt users to change their password regularly (recommended)

6.7. Database Encryption [*\(top\)*](#)

- Encrypt stored sensitive information such as credit card numbers (recommended). Obtain approvals from ITD to install and utilize database encryption tools.

6.8. Design Efficiency [*\(top\)*](#)

- Optimize your Web design to minimize unnecessary mouse clicks needed to navigate the site. Select the proper template based on your application. Well designed Web sites should provide the following:
 - Use only 80% of the screen
 - Text lines should be 30 to 50 characters wide
 - 50% white space
- Users should be able to identify the following:
 - The subject of the page
 - Important information and links
 - How to navigate to related information

6.9. Performance [*\(top\)*](#)

Development standards provide guidelines to improve Web sites loading performance. The following provides the expected load times for static and dynamic pages using 56K dialup connection:

- All static pages must load within 4 seconds
- All dynamic pages must load within 10 seconds

Poor performance can be caused by several reasons:

- Excessive use of graphics
- Controlling the image size in the code versus resizing the image
- Uncompressed graphics
- Excessive use of JavaScript
- Poor database design
- Poor SQL queries
- Poor code structure

6.10. Quality Assurance

[*\(top\)*](#)

- Define functional test cases
- All Web pages must undergo peer review process defined by development managers
- Verify compatibility by testing with Netscape 5.x & IE 4.x and above on PC
- Performance / Load test. Simulate production usage and measure performance before deploying new sites to production
- Bug reporting. Track bugs during QA testing and after production releases

6.11. Domain Name Registration

[*\(top\)*](#)

- Submit a Request for Service (RFS) form to ITD to obtain a new domain name for the Department.

6.12. Web Survey Guidelines

[*\(top\)*](#)

- Limit all Web surveys to 60 seconds
- Define the value of requested information
- Use cookies to limit repeating surveys to once every 6 months

6.13. Code Review

[*\(top\)*](#)

- All Web pages shall undergo a review process to ensure compliance. Code review sessions should include the following:

1. Peer review. Development managers are strongly encouraged to define a code review process for all developers.
2. Standard compliance review.

7. Graphics Guide [\(top\)](#)

The use of graphics is intended to aid in describing & delivering information. Within a site, a consistent type of graphics should be used on all pages. This is not saying that a graphic should be on every page. The contrary is true in most cases; the Web is an information delivery system and graphics should be used when serving a purpose only. Remember graphic intense pages take longer to load. The site may lose users for slow performance.

DO NOT modify the predefined color pallet for:

- Blue Navigation & separator bars
- Gray navigation columns
- White content background
- CSS font colors

Color and image selection should be tasteful. Watermarks and background images should not be used for non-functional purposes.

- Color & Font Issues
- Images
- Image Naming Convention
- Image Library

7.1. Color & Font Issues [\(top\)](#)

Ensure that all information conveyed with color is also available without color to comply with ADA requirements:

Example:

- Wrong: CLICK THE RED BUTTON TO CONTINUE
- Correct: CLICK THE RED "**NEXT**" BUTTON TO CONTINUE

Testing Tips:

- Print screen (hold "Alt" key then press "Print Screen" button), paste screen in your graphic editing tool then change image attribute to Gray-Scale.
- View the page on a black and white monitor or view the page after printing it in black and white.

- See link to [W3C Techniques](#) and Lighthouse International's brochure "[Color Contrast and Partial Sight](#)"

7.2. Images

[\(top\)](#)

The DPW seal/logo is available in the image library at <http://ladpw.org/library/images/logo/dpw85x85.gif>

- Logos cannot exceed the width of 150 pixels when used in the right and left navigation columns.
- Images cannot exceed 40k in file size. Slice larger images into smaller files to comply with requirements.
- Use .jpg file format for images requiring more than 256 colors. Select adequate compression ratio to reduce file size.
- Use .gif file format when animation or transparency is desired. For best results, use this format for images using 2 to 256 colors (icons).
- Save general shared images in the default library location. (See 6.1 Library)
- Use "ALT" attribute whenever you use image tags.
``

7.3. Image Naming Convention

[\(top\)](#)

See '[Programming Guidelines: Naming Conventions](#)' for more information

7.4. Image Library

[\(top\)](#)

See Resource Library.

8. Development Resource Library [\(top\)](#)

Development resources will be placed in central library location to allow sharing of images, modules and scripts. Sharing common resources will reduce code redundancy and development time. Submit new development resources to Mooler Ang.

- [Image Library](#)
- [Code Library](#)
- [Document Reference](#)
- [Enterprise Application Library](#)

8.1. Image Library [\(top\)](#)

The default locations for images:

/library/images/	-main directory
/library/images/backgrounds/	-backgrounds
/library/images/blurbs/	-blurb images
/library/images/bullets/	-bullets
/library/images/buttons/	-buttons
/library/images/icons/	-icons
/library/images/logos/	-Department's and division's logos
/library/images/applications/	-specific images for each application that can't be used for general purpose.

Please Note:

1. Resources for images are located in Internet and Intranet server's directories. There is a production and development version of the images in each of the Internet and Intranet directories. If using an image from development folder, make sure it exists in production. If not, see Mooler Ang if it is approved to use in production.
2. These are the approved images and graphics for any Internet site developed. Because of Copyright laws administration asks developers/content contributors not to use any outside images/graphics for Internet sites unless written authorization is obtained. Please see Mooler Ang for further details.
Mooler Ang Ext: 4126

8.2. Code Library [*\(top\)*](#)

The default locations for development resources:

/library/code/	-main directory
/library/code/scripts/	-scripts
/library/code/procedures	-procedures and functions
/library/code/tools/	-tools (custom tags, cfincludes that are considered tools)

8.3. Document Reference [*\(top\)*](#)

Developers should not use mapped drives "P:" to reference documents. UNC "Universal Naming Convention" //Servername/folder/file should be used.

8.4. Enterprise Application Library [*\(top\)*](#)

Contact the following to gain access to shared applications.

- Frequently Asked Questions (James Meyer)
- Calendars (Christine Lee)
- Forms (Mooler Ang)
- News Release (Paul Lam)
- Links Resources (Mooler Ang)
- Intranet Web Access Console-Centralized Application Access (Paul Lam)

DESIGN GUIDELINES

1. Introduction [\(top\)](#)

Our objective for establishing design guidelines is to provide consistent, easy-to-navigate departmental web sites to external and internal customers, and to simplify web authoring and maintenance. The guidelines also ensure compliance with County policies, including accessibility, advertising, and privacy.

2. Overview [\(top\)](#)

The guidelines are intended to help divisions and their consultants plan and implement departmental web sites for the Internet, Intranet, or Extranet regardless where developed sites are hosted. Divisions who have a business reasons that warrant deviation from these guidelines, should discuss with the E-Government Planning section of the Chief Information Office (CIO) in the early planning phase.

Updates to this document will be posted on the Intranet at the Developers' Corner (<http://Intranet/itd/webdev/>) website. Latest revisions will be highlighted in the document and the revision date will be noted. Web content managers from each division are responsible for ensuring compliance (refer to memo dated October 2, 2001 from Diane Lee to all Division Heads <http://Intranet/general/policies/WebManagement.pdf>).

For questions regarding web design guidelines, please contact:

Paul Lam	(626) 458-4394	pslam@ladpw.org
Mooler Ang	(626) 458-4126	mang@ladpw.org

Please discuss suggestions for changes or additions with Isaac Gindi at (626) 458-4182 – igindi@ladpw.org

3. Design Elements: [\(top\)](#)

3.1. Look and feel (color and font, structure, technical graphics) [\(top\)](#)

The use of graphics is intended to aid in describing & delivering information. Within a site, a consistent type of graphics should be used on all pages. This is not to say that a graphic should be on every page. In most cases the opposite is true. The Web is an information delivery system and graphics should be used when serving a purpose only, i.e. use graphics only when necessary to provide **meaningful content illustration**. One graphic per page is recommended, unless more is needed. Graphic-intense pages take a long time to load, especially over dial-up connections. Slow performance may discourage users.

3.1.1. Guidelines(Please adhere to the following guidelines for color preferences)

- Blue Navigation & separator bars
- Gray navigation columns
- White content background

- CSS font colors
- Color and image selection should be appropriate. See: "[Color Contrast and Partial Sight](#)" for guidelines.
- Watermarks and background images should not be used for non-functional purposes.

3.1.2. Other Color & Font Issues

Ensure that all information conveyed with color is also available without color to comply with ADA requirements; e.g. Two buttons should not have the same color. This results in confusion.

Testing Tips:

- Print screen (hold "Alt" key then press "Print Screen" button), paste screen in your graphic editing tool then change image attribute to Gray-Scale.
- View the page on a black and white monitor or view the page after printing it in black and white.

See link to [W3C Techniques](#) and Lighthouse International's brochure "[Color Contrast and Partial Sight](#)"

- Guidelines for image size, resolution and logo related issues are further addressed in Web Development Standards Section 9.2.
- Fonts are defined in the Cascading Style Sheet (CSS) folder that comes attached to the template zip file included in Web Development Standards Section 9.15.

3.1.3. Templates

3.1.3.1. Template Usage Guidelines:

(The following three figures are captured in 800 x 600 screen resolution.

Sample Code

- **Three-column (Recommended)**

The left column provides navigation within the site. The right column provides login box, help comments, tips or links to other resources. The middle column provides content and main application interface. Please refer to the Figure 3A for template.

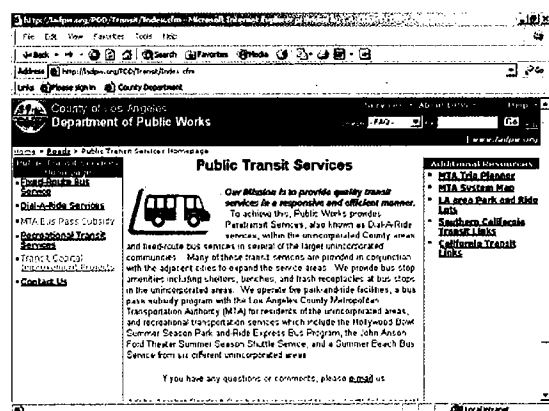
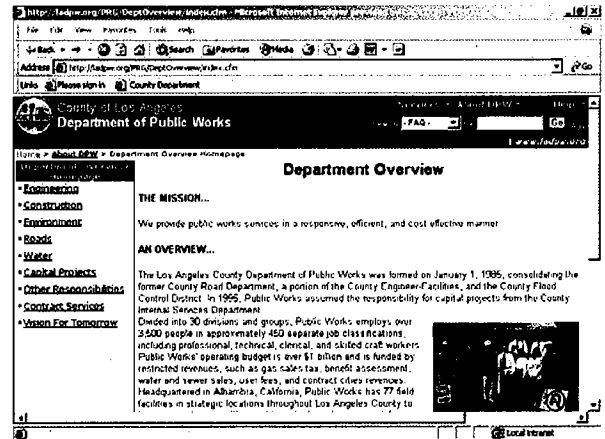
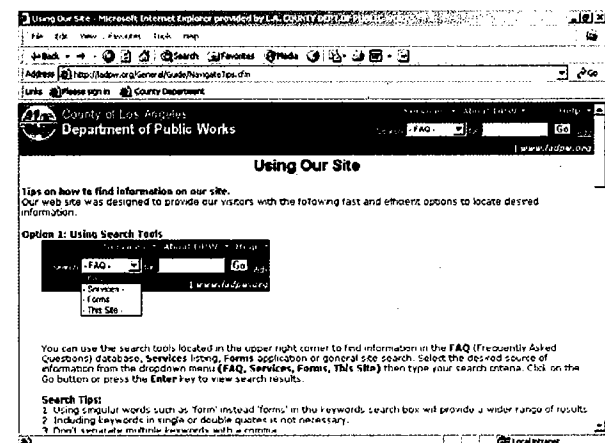


Figure 3A

- **Two-column**
The left column provides navigation within the site. The remaining area should be used for content where extra space is needed. Refer to Figure 3B for template



- **One-column**
Recommended for application using maps, large images or wide tables that can't fit in the above two templates. Refer to Figure 3C for template.



3.1.3.2. Top Navigation Menus

- Top menu bar will include a home button to link back to the Department's main page.

3.1.3.3. Footer

For consistency and ease of navigation, include the following in every page:

- Feedback Link for internal & external users should link to the Interactive Customer Inquire System. See Paul Lam for more information.
- A copyright link in the lower right-hand corner pointing to the Department's standard disclaimer and Terms of Use page.
- Terms of Use (<http://ladpw.org/general/TermsOfUse.cfm>)
- Privacy & Security Policy (<http://ladpw.org/privacy.cfm>)

- A text version of the top navigation menu
- Go to top link

Note: if you are using the template provided in Cold Fusion or Active Server Pages, the menu bar and footer is automatically included in your pages. In addition, the templates can be customized to display the division/application's navigational buttons (Link to customize template)

3.1.3.4. Terms of Use

Include a Terms of Use Agreement in the entry page of a website where the content is deemed legally binding. By displaying the Terms of Use and having the user agree, removes any liabilities that may be present. The Terms of Use should follow the following format:

<site name> Disclaimer

Content-specific disclaimer and/or terms of use displayed here.

Accept Reject

Figure 3D

3.1.4. Branding

We have adopted a set of visual elements and an overall layout design to follow industry best practices, provide a unified and consistent presence on the web, and establish our online identity. A set of templates is provided in Web Development Standards Section 9.15. Please follow these guidelines and templates as they increase the unity of our sites.

3.2. Design Efficiency (top)

Optimize your Web design to minimize unnecessary mouse clicks needed to navigate the site. Select the proper template based on your application. Well-designed Web sites should provide the following:

- Text lines should accommodate screen resolutions, i.e. 800 x 600 resolution size screen should have no horizontal scrollbar, text should wrap to next line.
- 50% white space (area that does not have any text or graphics. This includes line spacing and paragraph spacing).
- Because of reliance on search engines, use META tags where appropriate. (See 9.13)

- Use a “tool tip” (a short informative message that appears) when the pointing device pauses over an object when possible. There are two ways to implement this in your web pages:
 - The html approach using the title attribute in the Anchor tag.
 - The custom tag approach using <cf_msgBox>.

Users should be able to identify the following:

- The subject of the page
- Important information and links
 - How to navigate to related information

3.3. Technical Issues [\(top\)](#)

To support the widest range of users:

- Use multimedia files supported by Windows Media Player Version. 6.4 or higher
- Use approved plug-in technologies

<ul style="list-style-type: none"> • Windows Media Player (plays rich media) 	<ul style="list-style-type: none"> • Macromedia Flash player (plays rich media on websites)
<ul style="list-style-type: none"> • QuickTime player (plays rich media) 	<ul style="list-style-type: none"> • Crystal Web Viewer (report viewer)
<ul style="list-style-type: none"> • Interwoven Visual Format Editor (content management WYSIWIG) 	<ul style="list-style-type: none"> • FileNET IDM viewer (document management image viewer)
<ul style="list-style-type: none"> • Adobe Acrobat Reader (views PDF document) 	<ul style="list-style-type: none"> • Green Pasture Software viewer (document management viewer)

3.4. Accessibility [\(top\)](#)

To comply with the Americans with Disabilities Act, we have adopted the standards established by the Federal government for website accessibility compliance Section 508 of the Rehabilitation Act.

Refer to the following link for more information:

- <http://www.section508.gov/index.cfm?FuseAction=Content&ID=12#Web>

3.5. Validation [\(top\)](#)

Utilize the following tool to validate your site’s compliance with Section 508 guidelines. The tool allows you to see the order a screen reader will “read” your pages. It will also test your pages in a text browser.

<http://www.delorie.com/web/wpbcv.html>

3.6. Additional Resources (websites to test accessibility and validation of your WebPages) [\(top\)](#)

- <http://validator.w3.org>
- <http://www.w3.org/People/Raggett/tidy/>

- <http://www.w3.org/WAI>
- <http://www.w3.org/TR/WAI-WEBCONTENT-TECHS/#Techniques>
- <http://www.w3.org/WAI/ER/existingtools.html>
- <http://aware.hwg.org>
- Please Note: Use these tools as additions to the previous tool (delorie.com), not as a replacement.

4. Review Process [\(top\)](#)

When divisions start planning a new site, they should construct a prototype consisting of three to five pages and discuss it with ITD before undertaking the complete construction of their site.

5. Domain Name Registration [\(top\)](#)

Submit a Request for Service (RFS) form to ITD to obtain a new domain name for the Department. All requests will be forwarded to the CIO for review.

6. Linking to Websites [\(top\)](#)

Links should be underlined and blue in all content areas except in navigations. Open a new window for sites outside of ladpw.org or for sites that do not have "Back" button functionality such as GIS. Exclude the External Site Notice (Fig. 6A below) for other LA County agencies.

6.1. Advertising Policy [\(top\)](#)

The County's advertising policy is available on the Intranet at <http://intranet/general/policies/sd6630.cfm>. All departments are required to strictly adhere to this policy.

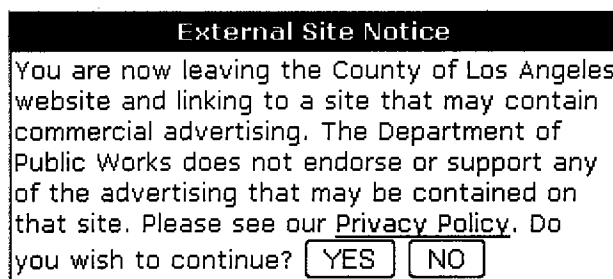


Figure 6A

The external site notice shown above will display when a user clicks on a link pointing to a non- Public Works website :

The following sites contain Public Works information; therefore, they will not trigger the above notice. Please inform ITD if you know of other sites that should be added to this list.

- 4tagla.com
- 888cleanla.com, 888cleanla.org, cleanla.com

- bmpla.org
- businessrecycling.com, businessrecycling.org
- hr.co.la.ca.us, co.la.ca.us, jainter.co.la.ca.us, phps2.dhs.co.la.ca.us
- lacomax.com, lacomax.org
- lacounty.info
- lacountyiswmtf.info, lacountyiswmtf.org, lacountyiswmtf.com
- laosb.org
- ladpw.org
- rubberizedasphalt.org
- smartgardening.com
- solidwastedrs.org
- sunvalleywatershed.org

7. Unauthorized Access (top)

When users are attempting to view page content but access is not granted, we must provide an informative page noting the following:

- Full name of the application (acronym may be optionally included)
- Brief description.
- The fact that they are not authorized
- ITD Help Desk contact information if they need access or believe it was in error for Intranet applications. For Internet applications, provide an email contact to the site administrator.

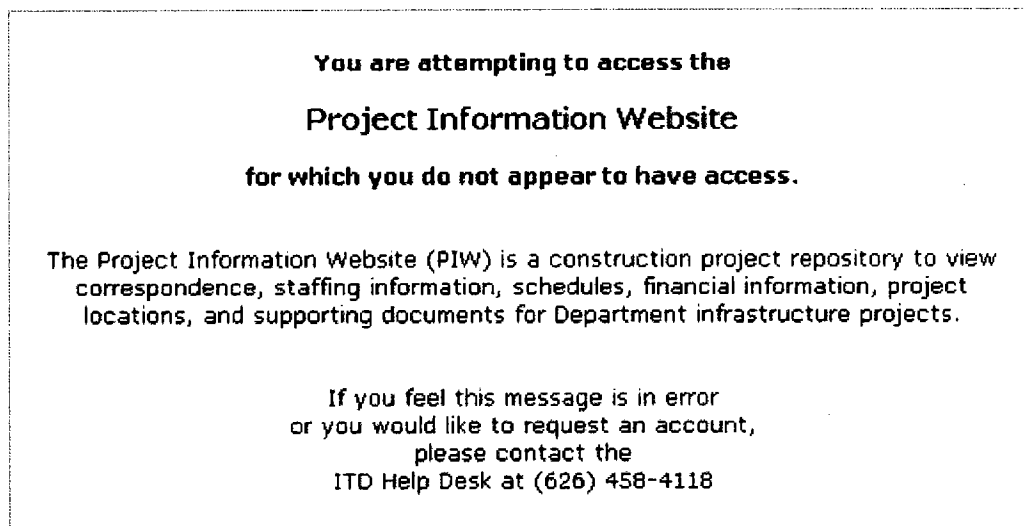


Figure 7A

Appendix C

Web Requirements Check List

Requirement	Reference	Checked By
Hyperlink must be in blue and underline the page content area.	<u>3.5.1 HTML/CFML</u>	
Images must use the alt attribute in the <a> tag	<u>7.2 Images</u>	
Design site/page for 800x600 screen resolution	<u>3.5.1 HTML/CFML</u>	
Use tag to emphasize bold. Do not use the deprecated tag.	<u>3.5.1 HTML/CFML</u>	
Test browser compatibility when developing for internet	<u>6.10 Quality Assurance</u>	
Include breadcrumbs for all ITD sites	<u>3.7 Breadcrumbs</u>	