



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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

January 8, 2018

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

NOTICE OF REQUEST FOR PROPOSALS FOR REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING PUBLIC EDUCATION PROGRAM (2018-AN004)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Regional Used Motor Oil and Oil Filter Recycling Public Education Program (2018-AN004). This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$400,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals is accessible at <http://dpw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Ani Karapetyan at (626) 458-4050 or akarapetyan@dpw.lacounty.gov or Mr. Danny Medina at (626) 458-4080 or dmedina@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Public Works' "Business Opportunities" Website Registration:

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

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE,

DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

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

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

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

2. Proposer's staff assigned to oversee this contract must have a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years. Such personnel must be identified by the proposer in the proposal and Form PW-18, proposer's Compliance with the Minimum Requirements of the RFP. The proposal must include public education campaign material examples, such as flyers, ads, (print and/or video), Public Service Announcement (print and/or video), posters, brochures, etc. to support this minimum mandatory requirement. **Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**
3. Proposer's staff must have a minimum of 3 years of experience conducting assessments and research evaluations. **Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**
4. Proposer must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish. **Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**
5. Proposers must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Mandarin (Chinese). **Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**

A Proposers' Conference will be held on **Monday, January 22, 2018, at 2 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Monday, February 5, 2018, at 5:30 p.m. Please direct your questions to Ms. Karapetyan at (626) 458-4050 or Mr. Medina at (626) 458-4080.

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for more information on Public Works and instant updates on contracting opportunities and solicitations.



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

Very truly yours,

MARK PESTRELLA
Director of Public Works



SHARI AFSHARI
Deputy Director

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR

**REGIONAL USED MOTOR OIL AND OIL FILTER
RECYCLING PUBLIC EDUCATION PROGRAM
(2018-AN004)**



Approved January 2nd., 2018
Mark Pestrella, Director of Public Works

By: Shari A. Shari
Deputy Director

REQUEST FOR PROPOSALS
FOR
REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING
PUBLIC EDUCATION PROGRAM (2018-AN004)
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

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

B. Minimum Mandatory Requirements

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

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

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

2. Proposer's staff assigned to oversee this Contract must have a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years. Such personnel must be identified by the proposer in the proposal and Form PW 18, Proposer's Compliance with the Minimum Requirements of the RFP. The proposal must include public education campaign material examples, such as flyers, ads, (print and/or video), Public Service

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Announcement (print and/or video), posters, brochures, etc. to support this minimum mandatory requirement. **Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**

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

C. Contract Analyst

Proposers are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this RFP or any matter relating thereto must be made in writing and may be mailed or e-mailed to:

County of Los Angeles Department of Public Works
Business Relations and Contracts Division – 8th Floor
Attention Ms. Ani Karapetyan or Mr. Danny Medina
P.O. Box 1460
Alhambra, CA 91802-1460

E-mail: akarapetyan@dpw.lacounty.gov or E-mail: dmedina@dpw.lacounty.gov
Telephone: (626) 458-4050 Telephone: (626) 458-4080

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

D. Child Support Compliance Program

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

E. County Rights and Responsibilities

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

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (County Code, Chapter 2.206). The successful Contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-16). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

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

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

H. Indemnification and Insurance

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

I. Injury and Illness Prevention Program

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

J. Interpretation of Request for Proposals

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

K. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of

the Jury Service Program will be considered nonresponsive and excluded from further consideration.

2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provisions 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.

L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

1. Local Small Business Enterprise Preference Program

- a. To the extent permitted by State and Federal law and when the price category is scored, the County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- b. To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.

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

2. Social Enterprise (SE) Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
 - i. A business that qualifies as an SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - ii. A business certified by the Department of Consumer and Business Affairs (DCBA) as an SE.
- b. Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
- c. Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

3. Disabled Veteran Business Enterprise (DVBE) Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - i. A business which is certified by the State of California as a DVBE; or
 - ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
 - iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
- d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: <http://www.vetbiz.gov>.

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

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

N. Prompt Payment Program

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

O. Proposer's Charitable Contributions Compliance

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

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

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

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

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

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

P. Proposal Requirements and Contract Specifications

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

Q. Security and Background Investigations

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

R. Vendor Registration

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

S. Time Off for Voting

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

T. Local Small Business Enterprise Utilization

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

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

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply

with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

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

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

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

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.00, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

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

1. Title page

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

2. Table of Contents

A comprehensive Table of Contents shall list all material included in the proposal.

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most

recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

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

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

6. Work Plan

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

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

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

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

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

7. Quality Assurance Program

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

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

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

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

8. Subcontractors

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

9. Licenses and Certifications

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

10. Insurance

Submit completed and signed Form PW-15, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals if awarded the Contract. In Form PW-15, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

11. Forms List

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

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If

requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)

PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Proposer's Compliance with the Minimum Requirements of the RFP

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

12. Subcontractors' Forms List

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

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

13. Additional Information

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

B. Proposal Submission

1. Proposals shall be submitted with **seven** complete sets of the proposal that includes all related information in the following formats:

- Paper: One original and four copies.
- Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy
 - One redacted electronic copy – Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the proposal such as Social Security numbers

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

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

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier's Office, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are 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's Office. 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's Office and possible failure to meet the proposal submission deadline. Delays and missed deadlines for submission of proposals not

delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

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

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

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

B. Altering Solicitation Document

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

C. County Responsibility

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

D. Determination of Proposer Responsibility

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

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

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

E. Disqualification of Proposers

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

F. Gratuities

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

G. Knowledge of Work to be Done

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

H. Notice to Proposers Regarding the Public Records Act

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

I. Notice to Proposers Regarding the County Lobbyist Ordinance

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

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

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative 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 5 years, that Proposer may, after the debarment has been in effect for at least 5 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than 5 years; (2) the debarment has been in effect for at least 5 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for

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

M. Proposer's Safety Record

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

N. Qualifications of Proposer

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

O. Qualifications of Subcontractors

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

P. Safely Surrendered Baby Law

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

Q. Term of Proposals

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

R. Truth and Accuracy of Representations

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

S. Wages, Materials, and Other Costs

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

T. Consultant Independent

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

U. Acceptance of Terms and Conditions

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

SECTION 4

EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

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

C. Evaluation of Proposals

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

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

D. Pass/Fail Review

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

1. Proposer is signed in as attending the Proposers' Conference
2. Proposal was time stamped by the Cashier prior to the deadline for submission of the proposal. Any proposal without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.
3. Proposer and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-18.
4. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
5. Proposer and Subcontractors, if any, have completed and signed all appropriate forms.

E. Evaluation Criteria

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

1. Proposed Price (50 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

- LSBE, DVBE, or SE Preference Program: To the extent permitted by State and Federal law, should one or more of the Bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which shall not exceed \$150,000, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

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

2. Performance History/References (10 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 10/4 points for each responding reference up to a total of 4 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant

unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by either the County's Contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

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

3. Experience (15 points)

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

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

4. Work Plan (15 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A.6 of this RFP. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in

Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

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

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

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

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a Subcontractor is to perform Quality Assurance, the Program must detail how that Subcontractor will interface with the Proposer and comply with the Program.

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

5. Interview (10 Points)

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

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

The evaluators may award up to 10 points for this category. Significant or unacceptable weakness in any part of the presentation or interview may result in a low or zero score. A zero score in this evaluation category may result in rejection of the Proposal as nonresponsive.

6. Additional Criteria

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

F. Negotiation

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

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

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

B. Grounds for Review

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

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

C. Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within 10 business days of the issuance of the solicitation document.

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

D. Place to Submit Requests for Review

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

E. Disqualification Review

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

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

F. Debriefing Process

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

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

G. Proposed Contractor Selection Review

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

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

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

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

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

H. County Independent Review Process

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

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

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

TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-14	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-15	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-16	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-17	ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION
PW-18	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

ATTACHMENTS

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

VERIFICATION OF PROPOSAL

DATE: _____, 2018		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: _____			
DECLARANT INFORMATION			
3. Name Of declarant: _____			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: _____			
PROPOSER INFORMATION			
6. Proposer's full legal name: _____		Telephone No.: _____	
Physical Address (NO P.O. BOX): _____		Mobile No.: _____	
e-mail: _____		Fax No.: _____	
County WebVen No.: _____	IRS No.: _____	Business License No.: _____	
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
County(s) of Registration: _____		State: _____	Year(s) became DBA: _____
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
Sole proprietor	Name of Proprietor: _____		
A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO: _____	
		Secretary: _____	
A general partnership: _____		Names of partners: _____	
A limited partnership: _____		Name of general partner: _____	
A joint venture of: _____		Names of joint venturers: _____	
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? No 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? No 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? No Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____
Type name and title: _____			

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

(2018-AN004)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following prices. The Proposer's rates shall include all administrative costs, supervision, labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Notwithstanding the amounts of compensation quoted in the Schedule of Prices, Public Works and the Contractor may agree in writing that specified tasks or deliverables may be compensated at a lower rate than the amount quoted, as a result of savings realized in the performance of the work. Should the Contractor perform any task for a lower price than originally agreed, or should any task be curtailed, resulting in a surplus in the funds encumbered for the work, Public Works may direct the application of any surplus to increase the quality or quantity of any other tasks provided for in the Schedule of Prices, Form PW-2, including Task 11, Additional Task(s). However, such reallocation of funds is permitted only with the written approval of Public Works.

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

Task as described in Exhibit A, Scope of Work	Unit Price	Estimated Quantity	Total Cost (Unit Price x Est. Quantity)
Task 3 Functional Items as listed in Exhibit A Scope of Work Task 3 (Includes: graphic layouts; purchase; and storage of functional items)	Lump Sum	2,500	\$ _____
Task 4 Paid Media/Media Relations Plan	Lump Sum	1	\$ _____
Task 5 Oil Filter Exchange Events (Conduct <u>ten</u> events)	\$ _____ each	10	\$ _____
Task 6 Special Events (Coordinate and participate in <u>six</u> special events)	\$ _____ each	6	\$ _____
Task 7 Certified Collection Centers (CCCs) Outreach Plan/Implementation	Lump Sum	1	\$ _____

FORM PW-2

Task as described in Exhibit A, Scope of Work	Unit Price	Estimated Quantity	Total Cost (Unit Price x Est. Quantity)
Task 8 Certified Collection Centers (CCCs) Site Visits	\$ _____ each	80	\$ _____
Task 9 Program Evaluation	Lump Sum	1	\$ _____
Task 10 Annual Report	Lump Sum	1	\$ _____
Task 11 Additional Task(s)	As-Needed hourly rate for Additional Task(s) \$ _____ per hour	500	\$ _____
Total Proposed Price: _____			\$ _____

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

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

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

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

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

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

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2012	2013	2014	2015	2016	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Name of Proposer or Authorized Agent (print) _____ Signature _____ Date _____

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

of _____
 Name of proposer

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

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

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

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

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST**PROPOSER NAME:** _____**PROPOSED CONTRACT FOR:** _____

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

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

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

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

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

Proposer

Authorized representative

Signature

Date

LIST OF SUBCONTRACTORS

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

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

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

FORM PW-8

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

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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

Print Name:	Authorized Signature	Title	Date
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**County of Los Angeles
Request for County's Preference Program Consideration and
CBE Firm/Organization Information Form**

- I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

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:

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

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

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

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

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION**YES****NO**

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

()

()

OR**YES****NO**

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

()

()

 Signature

 Date

 Name and Title (please type or print)

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

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

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

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

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

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

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

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

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

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

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

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

Signature of Proposer: _____ Date: _____

**REGIONAL USED MOTOR OIL
AND OIL FILTER RECYCLING PUBLIC EDUCATION PROGRAM (2018-AN004)
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

Proposer's Name

Address

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

Signature of Proposer: _____ Date: _____

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

The Proposer certifies that:

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

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

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

-OR-

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

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

Print Name:	Title:
Signature:	Date:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

LOS ANGELES COUNTY REGIONAL USED MOTOR OIL AND OIL FILTER
RECYCLING PUBLIC EDUCATION PROGRAM (2018-AN004)

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Any inconsistencies in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification, at the sole discretion of the County.

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

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

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

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

Proposing Entity	Section/Page No. of Proposal containing comprehensive resume	Description of Experience	Dates of Experience (Mth/Yrs to Mth/Yrs)
		In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.	

Programs' Names	Programs' Number of Years	Start and End Date of the Programs	Description of Service (Services must include planning and implementing public and/or private education and outreach/event programs)	Page No.
Example No. 1:				
Example No. 2:				
Example No. 3:				

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

- Proposer's staff assigned to oversee this Program must have a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years. Such personnel must be identified by the proposer in **the proposal** and Form PW-18, Proposer's Compliance with the Minimum Requirements of the RFP. The proposal must include public education campaign material examples, such as flyers, ads, (print and/or video), Public Service Announcement (print and/or video), posters, brochures, etc. to support this minimum mandatory requirement. **Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**

☐ Yes. Proposer's staff assigned to oversee this Program meets the minimum mandatory requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

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

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

3. Proposer's staff must have a minimum of 3 years of experience conducting assessments and research evaluations.
Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

☐ Yes. Proposer's staff meets the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation)

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

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

4. Proposer must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish. **Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**

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

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

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

5. Proposers must have a minimum of two outreach staff who must have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Mandarin (Chinese). **Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**

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

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

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

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

Proposer's Name:	
Address:	
Authorized representative:	
Signature:	Date:



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

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

WE RECOGNIZE...

The importance of small business to the County:

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

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

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

WE THEREFORE SHALL:

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

Listing of Contractors Debarred in Los Angeles County

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

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

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

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

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

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

**REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING
PUBLIC EDUCATION PROGRAM
(2018-AN004)**

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SAMPLE AGREEMENT FOR
REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING
PUBLIC EDUCATION PROGRAM (2018-AN004)

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2018, hereby agrees to provide services as described in this Contract for Regional Used Motor Oil and Oil Filter Recycling Public Education Program (2018-AN004).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Grant Guidelines; Exhibit H, Radio Script; Exhibit I, TV Script; Exhibit J, Oil Tip Sheet; Exhibit K, Print Ad/Flyer; Exhibit L, Functional Items; Exhibit M, Stickers; Exhibit N, Banners (CMYK); Exhibit O, Release and Waiver of Liability Form; Exhibit P, CCC Site Visits; Exhibit Q, CalRecycle664 Form; Exhibit R, CalRecycle165 Form; Exhibit S, Digital Media Name Instructions; Exhibit T, OPP5 Program Assessment; and Exhibit U, OPP6 Program Assessment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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

FOURTH: This Contract's initial term shall be for a period of one year commencing on _____, or upon the Board's approval and execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to

the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

REGIONAL USED MOTOR OIL AND OIL FILTER RECYCLING PUBLIC EDUCATION PROGRAM (2018-AN004)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Edna Gandarilla of our Environmental Programs Division who may be contacted at (626) 458-6536 or eganda@dpw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 6 p.m. The CM is the only person authorized by Public Works to request work from the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in the CM.

B. Work Location

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

C. Request of Work from Contractor

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

D. Introduction

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

E. General Background

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

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

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

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

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

Public Works administers a comprehensive public education program to encourage used motor oil and oil filter recycling. The annual program elements include the following: paid media campaigns and media relations outreach; coordinating used motor oil and oil filter exchange special events; attending community events; Community Based Organization (CBO) outreach; negotiating and managing corporate partnerships with auto store chains; and program assessment.

The Regional Used Motor Oil and Oil Filter Recycling Public Education Program's (Program) primary target audiences are General Market (African-American and Caucasian), Hispanic, and Mandarin (Chinese) DIYers who change their own

motor oil and oil filters. The secondary target audiences are Cambodian, Korean, Filipino, and Vietnamese DIYers.

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

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

The Contractor will be provided with the Grant Guidelines to ensure compliance with all grant requirements. Based on the priorities and requirements provided by CalRecycle each fiscal year, the annual Public Education Work Plan (Work Plan) may vary or change in order to achieve the Grant Guidelines.

The media strategies implemented from 2015 to present have been based on maximizing reach and frequency within the target markets of DIYer oil changers. Print has been used as a primary medium in creating awareness. The used motor oil and oil filter collection events have been promoted through radio, print, and circulating flyers at community events and CBOs.

Oil filter exchange events were implemented to motivate DIYers to visit CCCs, such as O'Reilly and AutoZone stores to recycle their used motor oil and oil filters. In exchange, DIYers who recycled their used oil filter would receive a new filter.

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

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

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

Program Objectives

1. Continually improve DIYers' behavior in recycling used motor oil and oil filters among the following target audiences: Hispanic, Chinese, General Market, Filipino, Korean, Cambodian, and Vietnamese DIYers. This may be accomplished by developing and/or implementing existing or developing new strategies to motivate each of the target audiences to recycle used motor oil and oil filters at CCCs and program-sponsored events, and through inspiring communication messages.
2. Increase knowledge and awareness about the consequences resulting from improper disposal and more significantly, continue to move the target audiences from the awareness stage to action and behavioral change, thus, leading to an increase in used motor oil and oil filter recycling.
3. Continually improve DIYers' behavior in recycling used motor oil and oil filters among the above-mentioned target audiences

G. Applicable Federal, State, and Local Law

Since 1987, it has been illegal to dispose of used oil in the sewers, drainage systems, surface water, groundwater, watercourses, marine water, by domestic incineration, onto the land or in the trash. In 1991, the California State Legislature passed the Oil Recycling Enhancement Act to address the significant threat to the California environment from illegally dumped used oil. Also, the CalRecycle is charged with overseeing the implementation of the act. The mission of CalRecycle's Used Oil Recycling Program is to discourage the illegal disposal of used oil and promote used oil recycling Statewide. Additionally, pursuant to Section 21.07 of the County of Los Angeles Flood Control District (District) Code, no person shall discharge any material, solid or liquid, in any District storm drain that will impair water quality. Furthermore, the current National Pollutant Discharge Elimination System (NPDES) Permit for Los Angeles County, Order No. R4-2012-0175, as amended by WQ 2015-0075 and R4-2012-0175-A01, Municipal Separate Storm Sewer System (MS4, i.e., gutters, catch basins, and storm drains) prohibits illicit discharges to the MS4 (storm drain system).

H. Websites Regarding Environmental Programs

Links to local, Federal, and State environmental programs can be accessed through Public Works' website at www.CleanLA.com.

I. Work Description

The Contractor shall be responsible for all work necessary to plan, conduct, and evaluate the Los Angeles County Regional Used Motor Oil and Oil Filter Recycling Public Education Program. The Contractor shall submit all program materials designed and produced under this Contract for written approval to the CM prior to reproduction and/or distribution. The County owns all intellectual property rights to the graphics, flyers, Public Service Announcements (PSAs), and all materials developed for this Program as described in Exhibit B, Section 13 (Proprietary Considerations).

J. Tasks/Deliverables

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

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

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

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

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

The Work Plan shall include a brief summary of how each Task (Tasks 2-11 listed below) will be accomplished along with preliminary timelines, projected number of events for the Contract year, purchases (services, supplies, collateral materials, equipment, etc.), and site visits. Execution of Tasks 2-11 shall adhere to the due dates listed in the applicable sections below.

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

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

The Work Plan must include a paid media campaign, media relations campaign, and CBO campaign during time intervals that will be approved by the CM. The Work Plan shall encourage English and Spanish speaking target audiences to call Public Works' environmental hotline at 1(888) Clean LA, and/or visit the website www.CleanLA.com, and for Mandarin speaking DIYers to call the

Mandarin hotline at 1(866) 989-5279 in order to locate a collection site and CCCs near their home.

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

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

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

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

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

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

- a. Prepare and submit the Work Plan to the CM for review and approval including: organization chart; and staffing information; preliminary timeline of all Tasks; methodology to comply with Tasks 2-11; approaches to reach all target audiences; and evaluation methods to assess the different campaign efforts.

- b. CM may request modifications to the Work Plan to meet the Program's objectives and Grant Guidelines, whenever modifications are required during the Contract term.
- c. Contractor must staff and answer the Chinese hotline in Mandarin during specified hours to be able to communicate event information to Mandarin speaking DIYers.
- d. Upon approval by the CM, the Contractor shall implement the Work Plan.
- e. Contractor shall be paid at the lump sum amount specified in PW-2, Schedule of Prices, Task 1 Regional Used Motor Oil and Oil Filter Recycling Collection Public Education Work Plan.

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

Task 2 Creative Development Plan/Advertising and Outreach Educational Materials

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

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

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

education messages. The Contractor shall submit the qualifications of the translators to the CM. Translators are subject to approval by the CM.

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

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

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

Public Works intends to take graphics, logos, artwork, text, and materials from the electronic files for posting on the used motor oil and oil filter recycling program webpage accessible through the www.CleanLA.com website. Public Works intends to add foreign language content, based on the translated materials received electronically from the Contractor. The Contractor will provide recommendations as to what educational materials that have been developed through this program to post on the www.CleanLA.com website.

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

- a. Information on the County's used motor oil/oil filter collection and recycling/disposal programs.
- b. A list of used motor oil collection centers within the targeted community, and a local telephone number or website to obtain further information on local collection centers. The County will continue to use the 1(888) CLEAN LA hotline number.
- c. The acknowledgment of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle will not be used.

- d. The “Used Oil Drop” logo with the words “Recycle Used Oil” or “Recycle Used Oil and Used Oil Filters” as appropriate. On any material produced in four or more colors, use the state colors (blue oil drop on yellow background) for this logo. (The color designation for professional printing is Yale Blue-Pantone 286C; Golden Yellow-Pantone 123C.)

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

The County owns all intellectual property rights to the graphics, flyers, PSAs, and all materials developed for this Program as described in Exhibit B, Section 13 (Proprietary Considerations).

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

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

- a. Creative strategy, creative brief, and proposed campaign themes and provide an outcome of advertising, public education, and/or outreach messages that are engaging to diverse groups.
- b. Develop and produce print, audio and video PSAs for (one each) newspapers, radio, and television upon approval of the Creative Development Plan by the CM. These PSA's must be professionally produced and/or recorded in English, Spanish, and Mandarin.
- c. The Contractor will be responsible for coordinating the appropriate translations through a translator for each required translation.
- d. The Contractor shall propose and design new or revised outreach educational materials. These materials may include, but are not limited to, brochures, tip sheets, etc.
- e. All items produced must comply with the Grant Guidelines for all items/materials developed.

Task 3 Functional Items

The Contractor shall provide a detailed description and purchase functional items included in within the lump sum amount as specified on Form PW-2, Schedule of Prices, of the applicable Contract year, to be produced, purchased, and distributed to each target audience of DIYers. A functional item is an item that has a functional purpose associated with an environmental benefit (i.e., marine absorbent bilge pads, oil funnels, oil drain containers, oil change rags, new oil filters, Ziploc type filter bags, cardboard creepers, filter wrenches, dirty filter recycling containers, maps of collection centers, and tide charts). Functional items shall include, but are not limited to, oil containers, oil filter containers, shop towels, funnels, and magnets (all items shall include the 1(888) CLEAN LA hotline number). All functional items shall be produced in English, Spanish, and Mandarin. Enough quantities shall be purchased in order to supply approximately 2,000-2,500 participants at all of the events for Tasks 5 and 6, with the Proposer's proposed quantities of functional items. The Contractor will propose the quantities based on the location of the oil filter exchange events and special events as applicable. The Contractor will specify the quantities to order in English, Spanish, and Mandarin based on the location of the oil filter exchange and community events as applicable and submit to the CM for approval.

The functional items must directly relate to and/or be used for used motor oil and oil filter collection and recycling needs, and/or be clearly linked to behavioral change that leads to an increase in used motor oil and oil filter recycling. That linkage must be documented with evaluation data related to used motor oil recycling or other sustainable behaviors. In addition, functional items must be appropriate for the target audience(s), durable and not likely to be disposed of in a short time or contribute to the general waste or hazardous waste stream (i.e., any item containing mercury, etc.), and not promote a particular brand-name product or private business (*See Exhibit L*).

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

- a. Specific information on used motor oil/oil filter recycling.

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

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

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

3a. Deliverable 3: Functional Items

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

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

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

Task 4 Paid Media/Media Relations Plan

The Contractor shall prepare a Media Relations Plan that is subject to approval by the CM. The Media Relations Plan shall promote and advertise the ten (Task 5) filter exchange events and specify the proposed media outlets and a description about the media outlets, cost per quantity, reach and frequency, readership and/or circulation, and a media schedule. The ads shall occur within 3 weeks of each event. The Media Relations Plan shall include, but is not limited to, public affairs shows, news or editorial coverage, and other creative methods to increase public awareness of used motor oil and used oil filter recycling. The Contractor may also recommend possible promotions and sponsorships that are cost-effective and measurable. The Contractor shall also negotiate for additional media values (i.e., added-value or pro bono campaign components) from media outlets to leverage the campaign. The Media Relations Plan shall include outreach to media outlets, CBOs, and local businesses, such as public libraries, community centers, gas stations, etc., to help publicize the events and increase public awareness.

Upon approval of the Media Relations Plan, the Contractor shall coordinate with the media outlets and purchase media on behalf of Public Works. The Contractor shall submit media affidavits, taped on-air copies, and newspaper or magazine tear sheets at the conclusion of the media run to the CM with one copy each included as part of the backup documentation to the monthly invoices submitted and/or as part of the annual report.

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

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

The Contractor shall:

- a. Within 30 calendar days after approval of the Work Plan for the Program (Task 1), submit a Paid Media/Media Relation Plan to the CM for approval, which meets the Task 4 requirements and includes the costs for radio, newspaper, television PSAs, media relations efforts, etc.
- b. Implement the Paid Media/Media Relations Plan as approved by the CM.

- c. Submit media affidavits, taped on-air copies, and newspaper or magazine tear sheets as part of monthly invoices and/or as part the annual report (Task 10), after PSAs are aired, broadcasted, or published.
- d. Submit a list of media outlets and CBOs as part of the annual report (Task 10), that helped publicize each oil filter exchange events. This shall also include target audience demographics, and projected paid and added-value audience impressions garnered for all media outlets and CBOs.
- e. Requests for prepayments to media outlets must be made to the CM 60 to 90 days prior to the media's deadline for publication.
- f. All costs to complete Task 4 including, but not limited to, preparation of Paid Media/Media Relations Plan to media buys are included in the lump sum amount as specified in Form PW-2, Schedule of Prices.
- g. Write a press release or other type of calendar posting to promote each collection event. Submit the press release or other types of postings to the CM for approval 3 weeks before the event takes place before circulating to media outlets.

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

Task 5 Oil Filter Exchange Events

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

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

The Contractor shall:

- a. Inform the CM 60 days in advance of the proposed oil filter exchange event date, location, time, event overview, target audience, etc.
- b. Contact the used oil representative of the City or County unincorporated area 3 months prior to the event date and indicate where the event will be held to avoid any conflicting events.
- c. Be responsible for planning, coordinating, and implementing oil filter exchange events that include, but are not limited to, the following event tasks: partnering with CCCs that are automotive businesses, such as O'Reilly Auto Parts and AutoZone Corporate or other similar auto parts stores corporate offices that accept used motor oil filters from the public; functional items coordination, booth setup, and staffing to distribute educational materials and functional items to participants.
- d. At a minimum, staff the oil filter exchange events with three staff members to conduct intercept surveys; distribute educational materials, functional items, and answer any questions regarding the Program.
- e. Be responsible for submitting appropriate documentation and paying all applicable fees associated with conducting an event.
- f. As indicated under Tasks 2 and 3 and applicable to Tasks 5 and 6, order necessary outreach educational materials and functional items, and be responsible for vendor payments. Be responsible for the storage and delivery of the outreach educational materials, functional items, and transportation to and from the oil filter exchange event sites. The CM reserves the right to not pay for any damaged or misplaced outreach educational materials and functional items.
- g. Be responsible for supplying tables, chairs, and tents for events set-up.
- h. Be responsible for using existing or new promotional signage (stand-up banners) for events (See *Exhibit N*).
- i. Distribute outreach educational materials and functional items to the participating CCCs and identified strategic locations close to the event site, where DIYers and County residents will be reached to promote the event.
- j. Be responsible for the purchase of new oil filters to provide to event participants (one new filter per participant), the cost of the new oil filters provided at the oil filter exchange events should not exceed \$12 and attach

the receipt of the new oil filters purchased to the appropriate monthly invoice.

- k. After each oil filter exchange event, the Contractor must submit a summary report, including event statistics, photographs with signed copies of release and waiver liability forms (*See Exhibit O*), key points (event successes and challenges), and recommendations for future events.
- l. Prior to each oil filter exchange event, the Contractor must conduct outreach to event participating CCCs and CCCs located within a 5-mile radius of the collection event location, to facilitate and maximize cross promotional opportunities.

5a. Deliverable 5: Oil Filter Exchange Events

The Contractor shall:

- a. Submit the tentative timeline within 30 days of approval of the Public Education Plan of the ten oil filter exchange events to the CM for approval, for each Contract year. The timeline should specify the name of the city or county unincorporated area where the event will take place, CCC event location, supervisorial district name, date of the event, and a justification of the recommended location. If an issue requiring a change to the event date, time, or location occurs, a request must be submitted to the CM for approval at least 60 days prior to the initial event date.
- b. Submit a summary report, including all statistics, photographs with signed copies of waiver liability forms (*See Exhibit O*), key points, (event challenges and successes) and recommendations for future events within ten business days after each event has occurred.
- c. Submit a list of Contractor employees (including resumes) who will be responsible for staffing the collection events to the CM for approval.

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

Task 6 Special Events

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

less and within the County limits, appropriate for promoting the Program, and other County programs, such as the HHW/E-Waste collection events, as instructed by the CM.

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

The Contractor shall:

- a. Be responsible for the overall coordination and implementation of the Program by representing Public Works at approved special events.
- b. Be responsible for submitting appropriate applications and paying all applicable fees associated with attending the special event.
- c. Staff each event with a minimum of at least three staff members. The request shall include the list of staff, tasks of each staff member at the event, justification as to why additional staff is necessary, and associated costs. However, if needed, the Contractor shall submit a request for additional staffing for a specific event that is subject to review and approval by the CM. Approved staff will be charged at the lump sum in Form PW2.
- d. Staff each special event for no more than 8 hours. The Contractor will submit for preapproval, the labor cost and justification if the event will require more than the 8 hours of labor per staff member staffing the event.
- e. The Contractor shall provide to the CM, a list of all the Contractor's employee members who will staff the events. The list shall include the employees' resume, including their qualifications, experience, and a description of each employee's Tasks or duties at the event. The Contractor shall also provide bilingual staff for the events when necessary and indicate which staff members are bilingual and the languages they speak.
- f. Be responsible for providing tables, chairs, and tents for events setup on an as-needed basis.
- g. Be responsible for using existing or new promotional signage (stand-up banners) for events.

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

6a. Deliverable 6: Special Events

The Contractor shall:

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

- d. One week after each event, the Contractor must submit a summary report, including all highlights, photographs with signed copies of waiver liability forms (See *Exhibit O*), key points (successes and challenges), and recommendations for future events.

This deliverable will be paid as each special event is completed and billed in monthly invoices.

Task 7 Certified Collection Center's Outreach Plan/Implementation

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

7a. Deliverable 7: Certified Collection Center's Outreach Plan/Implementation

Within 30 calendar days of approval of the Public Education Plan, the Contractor shall:

Submit a CCCs Outreach Plan/Implementation to the CM for approval.

Task 8 Certified Collection Centers Site Visits

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

The Contractor shall complete the CCC checklist for each store/center visited as required by CalRecycle. The Contractor shall provide all pertinent information in relation to used motor oil and oil filter recycling to the CCCs and submit an online request form to CalRecycle for each CCC that has requested used motor oil signs in addition to following up with CalRecycle and the CCCs to confirm signs have

been received by the CCCs. The requested signs will be sent to each store by CalRecycle. Appropriate promotional materials should be distributed to the CCCs.

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

Site visits shall be conducted twice at each location during each Contract year, at a minimum, on dates to be determined, mutually agreed upon by the Contractor/CM. As requested by the CM, the Contractor shall conduct a follow-up visit or phone call.

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

8a. Deliverable 8: Certified Collection Centers Site Visits

The Contractor shall:

- a. Ensure a minimum of two site visits per Contract year are conducted 90 days before the end of each Contract year for each location, on dates mutually agreed upon by the Contractor/CM.
- b. Submit a list of questions to the CM for preapproval 30 days before the site visits occur that will be asked to the store manager.
- c. Submit a CCCs site visit report within five calendar days at the conclusion of each site visit cycle, including Form 664 (*See Exhibit Q*), photos, or any other supporting information requested by the CM.
- d. Submit the completed CCC checklists, spreadsheet of CCCs visited, photos of CCCs visited, and evaluation report to the CM 30 days after each round of site visits has been completed.
- e. Coordinate ordering signs through CalRecycle or other required documents for the store's compliance with Grant Guidelines 10 days after the site visits have been completed.
- f. Conduct follow-up visits or phone calls as required or requested by the CM.

Task 9 Program Evaluation

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

Past evaluation methods have included intercept surveys using electronic tablets conducted at collection events, monitoring the number of calls to the hotline, number of participants at collection events, number of people reached through media buys, and number of used oil filters and gallons of used motor oil collected at CCCs and collection events. Evaluations may be administered at the beginning and/or at the end of each Task and/or activity. The Contractor shall submit an evaluation report based on the research results with recommendations for Program modifications.

The Contractor shall also provide an evaluation report that addresses each Task that will indicate the challenges encountered analyses, and recommendations. Lessons learned shall be incorporated in future outreach efforts during subsequent Contract years.

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

9a. Deliverable 9: Program Evaluation

The Contractor shall:

- a. Submit a written Program Evaluation strategy within 120 days after the approval of the Public Education Plan.
- b. Conduct Program assessments and submit a comprehensive Program Evaluation report with analyses and recommendations based on surveys and studies to the CM within 60 calendar days before the end of each Contract year.

Task 10 Annual Report

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

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

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

- a. Comprehensive report of Program components
- b. Evaluation of the effectiveness of the Program that includes, but is not limited to: research results, analyses, findings, problems encountered in the implementation and operation of the Program, recommendations for Program enhancements, etc.
- c. Monthly reports, budget reports, and any pertinent correspondence pertaining to the charges or adjustments
- d. Copies of permits or agreements as required for grant-related activities
- e. Copies of completed Certified Collection Center Site Visit Checklists (CalRecycle Grant Form 664, *See Exhibit Q*) compiled and submitted for Deliverable 8
- f. Copies of signed and detailed Personnel Expenditure Summary Form (CalRecycle Grant Form 165, *See Exhibit R*) for each employee of the Contractor and Subcontractor working on the Contract for the entire Contract year that will be submitted with monthly invoices
- g. Samples of Outreach Educational Materials and Functional Items (*See Exhibits H - N*)
- h. A minimum of one copy of produced and/or printed newspaper and/or magazine PSAs to be submitted with the monthly invoice and/or the annual report

- i. Photographs of each event attended or conducted that were previously submitted with event reports. Photos must be properly grouped together and labeled
- j. The Contractor must attain release and waiver of liability forms (See *Exhibit O*) for photos taken of attendees at each event
- k. Samples of final television, print, radio ads, and copies of approved final scripts. A final copy of each ad in the appropriate media format (See *Exhibits H, I, K, and S*)
- l. Copies of approved and published articles, press releases, and social media messaging
- m. Electronic files of all reports, articles, press releases, and research or evaluation results to the CM in Word, Excel, and PDF formats
- n. Other Grant Guidelines reporting requirements

10a. Deliverable 10: Annual Report

The Contractor shall:

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

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

Task 11 Additional Tasks

Based on evaluation of Program efforts and/or in response to expanded or unexpected requirements and priorities of Grant Guidelines and Public Works, the CM may ask the Contractor to implement strategies, elements, promotions, activities, events, etc., not outlined here or previously mentioned in this Scope of Work. Some examples of these additional services for this Task can include coordination of press conferences, general outreach to the County unincorporated areas, Countywide outreach, and coordinate/attend additional special events or community events not specified under Task 6 Special Events. The Contractor may

also recommend additional outreach methods for the DIYers under this Task. An approximate total of 500 staff hours is allotted for this Task.

11a. Deliverable 11: Additional Tasks

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

K. Hours and Days of Service

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

Holidays Observed by the County of Los Angeles are:

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

L. Utilities

The County will not provide utilities.

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Special Safety Requirements

1. In performance of Contract, precaution shall be exercised by the Contractor for the protection of persons, including employees and property. Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. Contractor shall provide all safety devices, safeguards, and protective equipment, and take any other needed actions on its own

volition, or as Public Works may determine reasonable necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.

2. All Contractor's personnel shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
3. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
4. Contractor shall do the following for safety issues:
 - a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's CM; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
 - b. Emergency Response: When the emergency involves injury to a member of the public, Contractor shall call 911, stay with the injured person until help arrives if doing so does not pose a risk to the County or Contractor staff, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
 - c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to the CM within two business days or first day of the next business week. PWR will provide the report form.

O. Responsibilities of the Contractor

The Contractor shall:

1. Maintain a minimum of 5 years of experience in planning and implementing public and/or private education and outreach/event programs. Subcontractor(s) are not allowed.
2. Ensure Proposer's staff assigned to oversee this Contract has a minimum of 3 years of experience with environmental-related public and/or private education and outreach campaigns within the last 5 years.

3. Ensure Proposer's staff has a minimum of 3 years of experience conducting assessments and research evaluations.
4. Ensure a minimum of two outreach staff have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish.
5. Ensure a minimum of two outreach staff have a minimum of 2 years of experience fluently speaking, reading, writing, and translating (verbal and written) in Chinese.
6. Ensure on-site supervisor can communicate in English, Spanish, and Asian languages as/when applicable to Contract deliverables.
7. Ensure photo I.D. badges are worn by all employees on the job at all times.
8. Ensure uniforms are worn by employees on the job at all times.
9. The Contractor shall appoint a full-time employee of the Contractor to serve as the Contractor Representative (CR). The CR shall provide overall management and coordination of this Contract and act as the main contact with Public Works. The CR shall have full authority to act for Contractor on all Contract matters relating to the daily operation of this Contract including answering questions and responding to emergencies.
10. Aside from the CR, the Contractor shall assign a dedicated team who shall be working on the specified Tasks and corresponding deliverables, and meet deadlines. The Contractor shall submit to the CM, an organizational chart of the team assigned to this Program listing the responsibilities of each staff member.
11. The Contractor shall be responsible for complying with the Oil Payment Program grant requirements, and terms and conditions (*See Exhibit G*), particularly on Advertising/Public Education Requirements, Items required for Public Works' Annual and Final Reports to CalRecycle, State-certified collection center Site Visits, Supporting Documentation for All Expenditures, and Audit Considerations.
12. The Contractor shall not implement any service without obtaining prior approval from the CM. Public Works CM reserves the right not to pay the Contractor for any related costs incurred on the implementation of a service without approval from the CM.

13. For any proposed changes or delays to the Work Plan, budget Plan or program Tasks, the Contractor shall provide an explanation and justification to the CM and secure prior approval.
14. For Tasks that involve or require functional items/educational materials, the Contractor shall be responsible for the storage and delivery of the functional items/educational materials to and from the collection or sponsored event site. The CM reserves the right not to pay for any damaged or misplaced functional items/educational materials, and for surcharges or rush fees that are a result of poor planning and coordination of the Contractor.
15. The Contractor shall be responsible for accurate record keeping of all files that are subject to a CalRecycle audit for up to 3 years after the Contract term has ended and/or grant is closed.
16. All records must be properly organized per grant cycle and Contract year, and must be readily available. In the event that the Contractor has misplaced files, the CM reserves the right not to pay for the time incurred by the Contractor for locating any misplaced files.
17. Ensure that all expenses are within budget per Task and annual Contract budget.
18. All invoices, budget reports, monthly status reports, and all supporting documents submitted to the CM must be reviewed for accuracy by the Contractor.
19. Submit a revised staffing plan to the CM for approval in the event of staffing turnover, whenever turnover occurs.
20. Provide a digital image of each premium item and all final printed outreach educational materials and functional items. The photographs of the educational outreach materials/functional items must show compliance with procedures (i.e., oil logo, hotline number, etc.). More than one digital image may be submitted, if needed to capture all required components or to accurately illustrate the items. If compliance with procedures cannot be clearly captured in a photographic image, then an original educational material/functional item must be submitted.

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

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

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

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

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

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

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 the CM's prior written approval.

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

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

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

P. Responsibilities of Public Works

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

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

Q. Contractor Safety Official

The Contractor 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.

R. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages 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.
 - 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 or approved by Contract Manager.
 - 4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

S. Contract Cost

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

T. Invoices

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

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

Public Works. The Personnel Expenditure Summary must be complete, detailed, clear, and accurate.

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

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

U. Research Studies

The following research studies are referenced in Exhibit T, OPP5 Program Assessment, and Exhibit U, OPP6 Program Assessment.

SCHEDULE OF PRICES
(FORM PW-2)

[TO BE DETERMINED]

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

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

B. Assignment and Delegation

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

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

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

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

I. Conflict of Interest

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

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

Q. Employment Eligibility Verification

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

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

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

T. Force Majeure

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

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

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

Contracting Manager, Business Relations and Contracts Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

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

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

EE. Public Records Act

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

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

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

FF. Record Retention and Inspection/Audit Settlement

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

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

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

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

such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other

means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

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

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

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

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

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

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

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

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

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required

Insurance provisions herein.

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

5. Intellectual Property: Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third-party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1,000,000 per occurrence. If this insurance is written on a claims made form, Contractor shall either: (i) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material 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

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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 SE.

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

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

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 12

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

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

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

B. Transfer to County

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

C. Indemnity

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

the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

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

D. Copyright Notices

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

E. Acknowledgement/Attribution

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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 whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

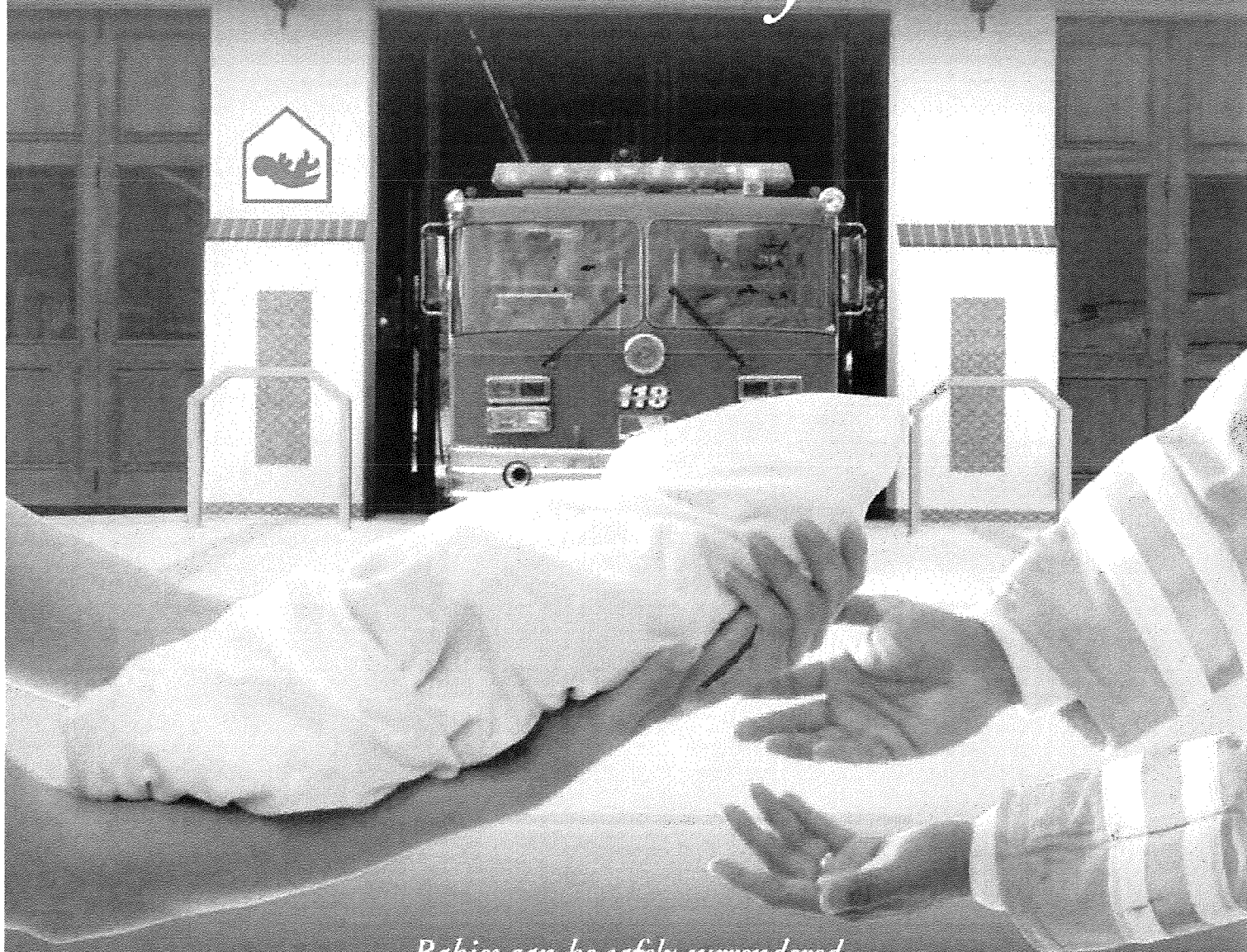
How Will My Employees Know If They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

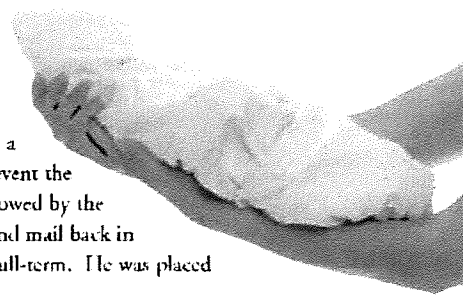
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

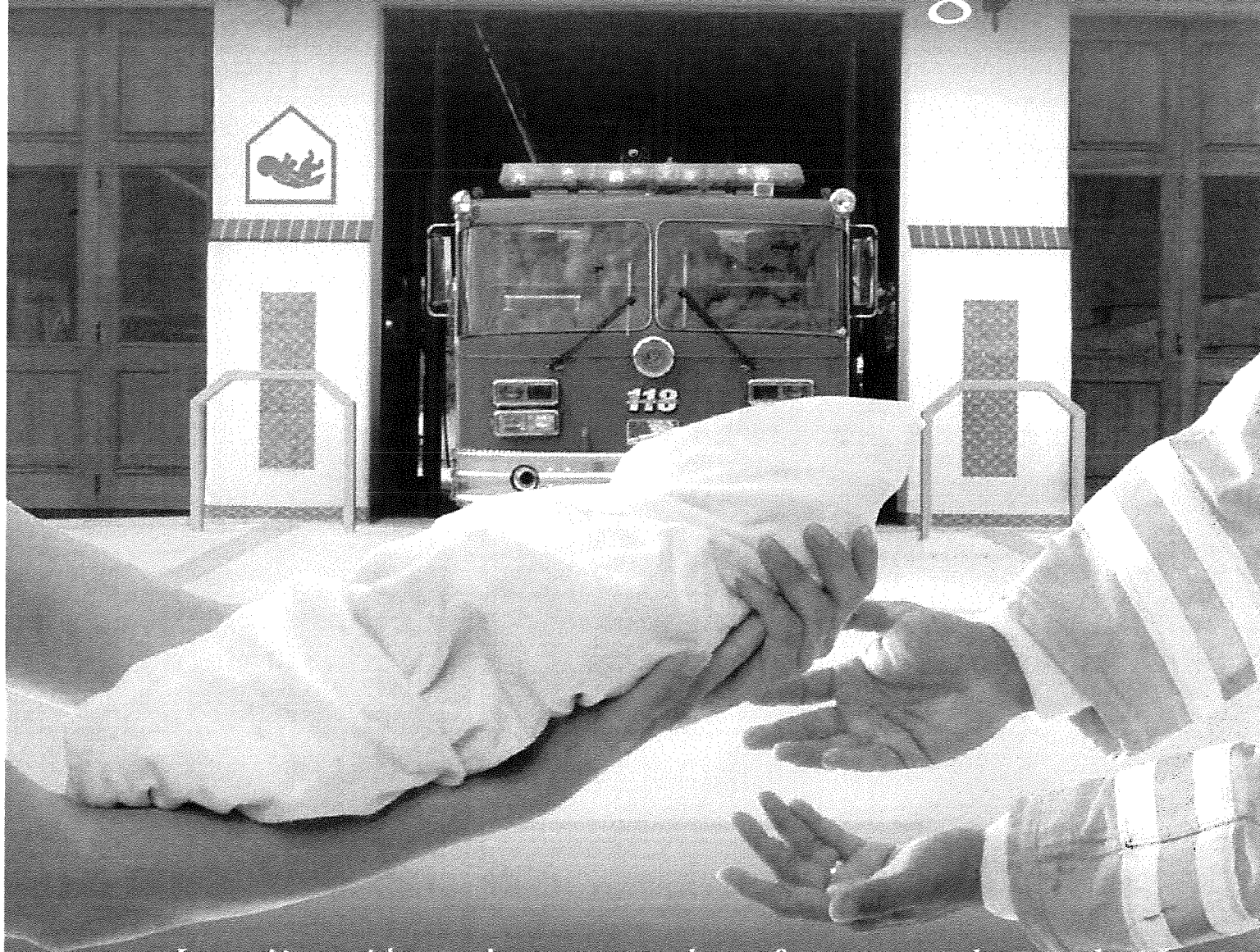
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

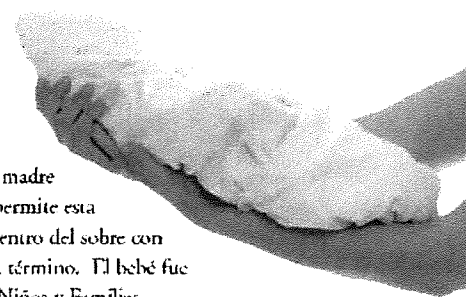
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Regional Used Motor Oil and Oil Filter Recycling Public Education Plan (Work Plan)	To be completed <u>annually</u> within 30 days of the start of this contract, and during each new contract year.	\$500 per day per Work Plan that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Paid Media/Media Relations Plan	To be completed <u>annually</u> within 30 days after approval of the Work Plan.	\$500 per day per Paid Media/Media Relations Plan that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Program Evaluation (Intercept Surveys and Other Research Studies)	An evaluation report must be completed within 60 days of each completed assessment study.	\$500 per day per each assessment report submitted late.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Annual Report	To be completed within 60 days before the conclusion of each contract year, for the duration of this contract.	\$500 per day the annual report is submitted late.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local,	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Certified Collection Centers (CCCs) Site Inspections	CCCs inspected each contract year as required by Contract.	\$50 per occurrence; for each CCC not inspected.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
7. On-site supervisors speak, read, write, and understand English, Spanish, and Asian languages as/when applicable to the contract deliverables	On-site supervisor can communicate in English with County Contract Manager and at events or during interviews and meetings in Spanish and Asian languages as/when applicable to contract deliverables.	\$100 per day for lack of supervision of the required language applicable to the contract deliverables.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Prior Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

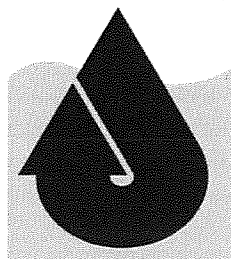
PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

**USED OIL PAYMENT PROGRAM
Guidelines for Cycle 7 (OPP7)
Fiscal Year 2016–17**



RECYCLE
USED OIL

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

OVERVIEW AND STATUTORY AUTHORITY

The California Public Resources Code (PRC) section 48600 et seq. describes the California Oil Recycling Enhancement Act (Act), which, among other things, provides up to \$11 million annually in payments to local governments for implementation of local used oil and filter collection programs. The Department of Resources Recycling and Recovery (CalRecycle) is responsible for administering the OPP. These Guidelines describe the application and administrative processes to implement the OPP Cycle 7. Payment Recipients (recipients) are responsible and accountable for ensuring that expenditures are appropriate and that proper internal supporting documentation is maintained. To ensure full compliance with OPP's processes and requirements, OPP applicants/recipients must adhere to these Guidelines and the program provisions set out in the Act, notably PRC sections 48674, 48690, and 48691.

OPP applications are submitted online through the Local Government Oil Payment Program (LoGOPP) system. A WebPass is required to obtain access to LoGOPP. If you already have a WebPass from applying for previous CalRecycle grant or payment cycles, use the same WebPass for LoGOPP.

Timeline and Cycle Activity

Dates	Activity
June 30, 2016	Application Due Date <ul style="list-style-type: none"> Applications must be submitted in LoGOPP by 11:59 p.m. on this date. Customer service will be available until 4:00 p.m.
July 28, 2016	Documents Due Date <ul style="list-style-type: none"> Approved Resolution must be uploaded in LoGOPP by this date. <u>If applicable, Letters of Authorization must be uploaded in LoGOPP by this date.</u>
April 2017	Payments Awarded <ul style="list-style-type: none"> Unless an October 2016 payment is requested by the applicant and subsequently approved by CalRecycle.
July 1, 2016 – June 30, 2018	Cycle Term Dates
August 15, 2017 and August 15, 2018	Annual Report Due Dates <ul style="list-style-type: none"> Due no later than August 15th of each year during performance period.

CHARTER CITIES

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for their project, the award will be terminated and any disbursed OPP funds shall be returned to CalRecycle.

ELIGIBILITY

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

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

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

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

Regional Application Requirements

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

APPLICATION PROCESS

The application process requires that applicants must:

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

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

1. Submit a completed annual report on LoGOPP (see **Timeline and Cycle Activity** for due date) for all active OPP cycles.
2. Have no outstanding debt(s) owed to CalRecycle.

3. Return any unspent funds to CalRecycle by August 15 (see **Unspent Funds** section).

If you have any questions regarding the application process, please call (916) 324-8867 or send an e-mail to: GrantAssistance@CalRecycle.ca.gov. Technical assistance will be provided until 4:00 p.m. on the application due date.

AUTHORIZING DOCUMENTATION

Below is a list of documents that the applicant is responsible for preparing and uploading to their application. For examples of these documents, please see CalRecycle's [Resolution and Letter Examples](#) web page.

Resolution

Any applicant that is subject to a governing body must upload a Resolution that authorizes payment program-related matters. A copy of the authorizing Resolution is a required document that must be uploaded no later than the document due date. Resolution requirements vary for individual and regional applications.

Resolution for individual applicants:

Use the Payment Program Individual Jurisdiction Resolution template.

- It must authorize the submittal of the payment program application.
- It must identify the job title or his/her designee authorized as Signature Authority to execute all documents necessary to implement and secure payment.
- The Resolution can be effective until rescinded or specify an end date.

Resolution for Regional applicants:

Use the Payment Program Regional Lead Participant Resolution template.

- The Regional Lead Participant (Lead) must submit an approved Resolution that authorizes it to act as a lead for a regional program.
- It must include a list of participants.
- It must identify the job title or his/her designee authorized as Signature Authority to execute all documents necessary to implement and secure payment.
- The Resolution can be effective until rescinded or specify an end date.

Note: Existing approved multi-year OPP Resolutions will still be accepted. However, if a new resolution is required at this time we are encouraging the use of general payment program language, as shown in our [Resolution and Letter Examples](#) web page.

Letter of Authorization

Regional participants must provide a Letter of Authorization (LOA) to the Lead, authorizing the Lead to act on its behalf. LOAs must be on the participant's letterhead and may be valid for as long as the Lead's Resolution, up to and including until rescinded. If no effective dates are identified, the LOA will be accepted for one year from the date on the Letter. LOAs must be uploaded with the application by the Document due date.

Letter of Commitment

Applicants not subject to a governing body must upload a Letter of Commitment that authorizes payment program-related matters.

- It must be prepared on the Applicant's official letterhead.
- It must authorize the submittal of payment program applications

- It must identify the job title or his/her designee authorized as Signature Authority to execute all documents necessary to implement and secure payment.
- It must state that it is effective until rescinded or specify an end date.
- It must be signed by a person with authority to contractually bind the applicant.

Note: The choice of the Signature Authority is very important because the individual who holds the designated job title is responsible for signing all OPP documents for as long as the Resolution is valid

Letter of Designation

When authorized by Resolution or Letter of Commitment, the Signature Authority may designate another person the authority to sign and submit required documents, such as the applications, annual reports, or extension requests. This delegation may be done either at the time of application or later; however, it must be uploaded into the LoGOPP system and accepted by CalRecycle staff prior to the designee's exercise of his/her authority. If applicable to your application, use the Letter of Designation template and include the information below.

- It must be prepared on the applicants official letterhead
- It must identify the job title of the designee and identify the scope of the designee's authority.
- It must contain one of the following (not to exceed the timeframe of the Resolution): a specific end date; valid until rescinded or valid concurrent with the Resolution.
- It must be signed by the Signature Authority.

NOTICE OF AWARD

Upon approval of annual reports and applications, recipients will be notified by email that an OPP award has been awarded and that they are authorized to incur costs and expend funds in furtherance of their programs. Expenditures incurred prior to the award notice, but after the cycle term start date, are subject to the Guidelines of OPP7, and are incurred at the recipient's own risk. A listing of the award amounts for all recipients will be posted on the [OPP web page](#).

APPLICATION REVISIONS

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

DENIAL OF APPLICATION

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

TERM AND PAYMENTS

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

Payments must be placed into an interest bearing account. Tracking and reporting of interest earned (if any) on the payment is not required. All interest accrued and

received from the OPP funds shall be used only for eligible expenses related to the performance of this Agreement.

As part of the application process, an applicant may request receipt of its annual payment in October. For CalRecycle to approve this request, all funds from any previous OPP cycles must be spent.

EXPENDITURES

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

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

ELIGIBLE COSTS

All expenditures must be for the purposes of establishing and maintaining a used oil program as set forth in PRC § 48690 and 48691. Eligible costs must be incurred and/or accrued during the term for which they are reported. Preapprovals are required in writing by a Program Advisor for any expenditures not specified.

Expenditures Requiring Approval

Expenditures associated with the tasks or products listed below must be approved in writing by the Program Advisor prior to purchase or production. Please retain all approvals for audit purposes. Items not pre-approved may not be an eligible expenditure.

Allow at least five working days for approval of the following items:

- Functional items if the cost exceeds \$25 per person.
- All television, video, and radio scripts.
- Developing, purchasing and/or distributing useful educational materials informing the public about used oil and used oil filter collection and recycling. Examples include, but are not limited to, newspaper advertisements, brochures, flyers, and utility inserts.
- School presentations (submit script and presentation purpose).
- Purchase of equipment over \$500.
- Construction activities.
- Used oil stormwater mitigation activities pursuant to PRC § 48691 (Refer to Stormwater Mitigation section).

Pre-approved expenditures include, but are not limited to:

- Maintaining a used oil and filter program.
- Developing, purchasing and/or distributing the following Used Oil Program materials that have a functional purpose associated with an environmental benefit: marine absorbent bilge pads, oil funnels, oil drain containers, oil change rags, new oil filters for exchanges, Ziploc-type filter bags, cardboard creepers,

filter wrenches, dirty filter recycling containers, maps of collection centers, and tide charts. OPP funding can be for oil change kits, but each kit cannot exceed \$25 (excluding sales tax) and each item, whether it is included in the kit or distributed separately, cannot exceed \$12 (excluding sales tax). Program Advisor approval is required for items not on this pre-approved list.

- Tablet electronic devices (typically seven inches or more in diameter measured diagonally) with a maximum price of \$500, used primarily for the purposes of public education or outreach. Additional costs can be spent on accessories for charging, item protection, and security at events.
- Certified Unified Program Agency (CUPA) or other agency inspection fees directly related to establishing and maintaining an effective oil and oil filter collection and recycling program.
- All lab fees related to testing oil samples for contamination in used oil tanks.
- Test kits and other equipment related to monitoring the contaminants in oil tanks.
- HAZWOPER 8-hour refresher course.
- Indirect/overhead costs up to 10 percent of the OPP eligible expenditures. (Note: This limitation applies to recipients and consultants/contractors who administer and/or implement a program.)
- Purchase or rental of storage containers or portable sheds dedicated to oil-related activities and supplies.
- Cost of Installation of storage containers or sheds solely for protection of oil related equipment and/or supplies.

INELIGIBLE COSTS

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

Ineligible costs include, but are not limited to:

- Costs incurred before July 1, 2016 or after June 30, 2018.
- Developing, purchasing, or distributing strictly promotional give-away items. Examples include, but are not limited to; key chains, letter openers, squeegee toys, coffee mugs, water bottles, Frisbees, hats, t-shirts, chip clips, pens, pencils, beanie babies, screwdrivers, coloring books, small recycling containers for pencils, dried sponges, flash drives, and reusable bags.
- Purchase or lease of land or buildings.
- Costs currently covered by or incurred under any other loan, grant, or contract.
- Remediation activities (any cleanup or restoration of polluted areas).
- Purchase of data plans.
- Costs related to computer applications or software.
- HAZWOPER 40-hour and 24-hour courses.
- Enforcement activities.
- Preparation of Household Hazardous Waste (HHW) elements.
- Construction and development of any HHW facility that does not have a used oil or used oil filter collection component.
- Construction and development of any HHW permanent facility on non-local government-owned property.
- Transportation and disposal of non-oil HHW from any facility or event.

- Maintaining equipment, materials, or supplies at HHW facilities or ABOP (antifreeze, battery, oil, and paint) facilities not directly related to the collection of used oil and used oil filters.
- Fines or penalties due to violation of federal, State or local laws, ordinances, or regulations, including CUPA fines or penalties.
- Employee time off (vacation or sick leave).
- Food or beverages (e.g., as part of meetings, workshops, or events).
- Cell phones.
- Out-of-state travel.
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Audit expenses.
- Re-refined oil expenses.
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations.
- Costs deemed unreasonable or not related to the project by the Program Advisor.

PUBLICITY, EDUCATION, AND OUTREACH

Used oil publicity, education, and outreach material must directly relate to the collection and recycling of used oil and/or used oil filters, proper oil disposal practices and/or the mitigation of used oil in stormwater activities. The materials must be functional, as discussed in Eligible Costs, encourage behavioral change, or provide an educational opportunity for the public.

- To be eligible for 100 percent reimbursement the publicity, education, and outreach materials must be exclusively devoted to used oil or used oil filter collection and recycling, and/or the mitigation of used oil in stormwater activities.
- To be eligible for 50 percent reimbursement the materials must have at least half of the text or images relate to used oil or used oil filter collection and recycling and/or mitigation of used oil in stormwater activities and can have substantial coverage of other programs or subjects.
- To be eligible for 25 percent reimbursement the materials can have less than half of the text or images relate to used oil or used oil filter collection and recycling and/or mitigation of used oil in stormwater activities and can have substantial coverage of coverage of other programs or subjects.
- Materials where used oil and used oil filter collection and recycling is not a primary focus, where used oil and used oil filter collection and recycling is only incidentally mentioned, or that do not meet the other requirements are not eligible for any reimbursement.

Acknowledgement

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

- The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used.
- The "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Used Oil Filters" as appropriate. On any material produced in four or more colors, use the state colors (blue oil drop on yellow background) for this logo.

(The color designation for professional printing is Yale Blue-Pantone 286C; Golden Yellow-Pantone 123C.)

- Information on used oil and used oil filter collection and recycling/disposal.
- A list of used oil collection centers within the targeted community or a local telephone number or web site to obtain further information on local collection centers. (Use the 1-800-CLEANUP number or [Earth911](#) website if your jurisdiction does not maintain its own 24-hour hotline.)

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

GRAPHICS

Graphics are available on our [Used Oil and Household Hazardous Waste Graphics web page](#). A CalRecycle sticker (bumper sticker size) that displays the statement: "Equipment funded by CalRecycle" is required to be affixed to all large pieces of equipment purchased with OPP funds. Contact your [Program Advisor](#) for CalRecycle and oil program related graphics.

CERTIFIED COLLECTION CENTER (CCC) SITE VISIT REQUIREMENTS

For recipients who administer their used oil program in coordination with a CCC, it is a program requirement that a site visit be made annually to a minimum of one CCC site per 100,000 residents being served by the used oil program. When a site visit is conducted, the jurisdiction needs to complete a Certified Center Site Visit Checklist form (CalRecycle 664). This form may be found under "Used Oil Recycling" on the [Grant Forms web page](#). The completed form is to be retained in the cycle file and jurisdictions will report the total number of site visits made by the jurisdiction in the online Annual Report.

STORMWATER MITIGATION

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

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

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

Please contact your Program Advisor for pre-approval of any stormwater mitigation activities.

ANNUAL REPORTING

Annual reporting is a statutory requirement for ongoing eligibility for all OPP. Recipients must meet CalRecycle's online reporting requirements. The annual reports for this cycle must be submitted no later than **August 15th** of each calendar year. When a due date falls on a Saturday or Sunday, the online report must be submitted by the following

Monday. Failure to meet this reporting due date may result in the denial of future funding.

Upon completion of the online annual report (including the expenditures portion of the report), the report certification page is to be printed out and given to the signature authority for approval and signature. The signed annual report certification page is to be uploaded to the online system (by the recipient) and the original signed hard copy is to be retained in the recipient's cycle file. If the recipient is unable to upload the signed annual report certification page, they should scan and email or fax it to their Program Advisor for uploading. Program Advisors will review and approve the submitted reports.

EXPENDITURE REPORTING

All expenditures shall be reported through the LoGOPP system. Expenditures must be tracked through the Used Oil Payment Program Expenditure Worksheet form (CalRecycle 732) and uploaded in the documents tab of the annual report. This form may be found under "Used Oil Recycling" on the [Grant Forms web page](#). The original hard copy of CalRecycle 732 is to be retained in the recipient's cycle file. Definitions for the OPP expenditure categories can be found on the [Definitions for the OPP Fiscal Expenditure Categories](#) page.

UNSPENT FUNDS

Funds that are unspent at the end of the OPP term must be reimbursed by check to CalRecycle by **August 15th**. Checks must contain the OPP number (i.e., OPP7-14-xxxx), specify "OPP Unspent Funds," and be mailed to:

CalRecycle, Accounting
OPP Unspent Funds
P.O. Box 4025
Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in a recipient not being eligible for future OPP funding. If there are questions or other issues related to expenditures, work with your Program Advisor to resolve these issues.

AUDIT, ACCOUNTING, AND RECORDS RETENTION

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

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

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

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

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

DISCRETIONARY TERMINATION

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

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

TERMINATION FOR CAUSE

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

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

INDEMNITY

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

COMPLIANCE

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

DEFINITIONS

For purposes of the OPP, the following definitions apply:

Consultant. A professional who advises on or manages the OPP on behalf of an OPP recipient.

Contractor. An individual, business, or company with which the recipient enters into an agreement to perform program-related services or activities including providing materials or supplies for oil and oil filter collection/recycling projects. (Note: Also refer to the subcontractor definition).

Indirect/Overhead Costs. These costs are expenditures not capable of being assigned or not readily available to a particular project or activity but considered necessary for the operation of the recipient's business and the performance of the OPP. Examples include costs of operating and maintaining facilities, accounting services, and administrative salaries.

Letter of Authorization. A letter submitted by a regional participant to authorize another jurisdiction (regional lead) to apply for and to act on its behalf in the implementation and administration of the OPP.

Letter of Commitment. A letter from an applicant, not subject to a governing body, that authorizes submittal of OPP applications.

Letter of Designation. A letter submitted by an applicant's signature authority that delegates his/her authority to another individual (identified by job title not name) as authorized in the resolution or letter of authorization. The person to whom this authority is delegated is the "authorized designee" **OPP**. The acronym means the Used Oil Payment Program (see Used Oil Payment Program definition below).

Program Advisor. The CalRecycle staff person responsible for monitoring the OPP and related program activities for a particular jurisdiction.

Payment Recipient or Recipient. The recipient of funds pursuant to PRC § 48690 et seq. The recipient may be a local government (which includes any chartered or general law city, chartered or general law county, or any city and county) and/or a public agency/entity or special district that has been given the authorization to act on behalf of a local government.

Signature Authority. The title of the person authorized by an adopted Resolution, letter of commitment, or letter of designation to sign all grant-related documents on behalf of the authorizing entity.

Subcontractor. An individual, business or company with which the recipient's contractor enters into an agreement to perform program-related services or activities, or provide materials or supplies for oil and oil filter recycling/collection-related projects, services or activities.

Used Oil Payment Program (OPP). The used oil program established pursuant to PRC § 48690 et seq., that provides payments/funding to eligible participants for establishing and maintaining an effective local used oil and used oil filter collection/recycling program. Contact your assigned used oil program advisor if you have questions about the application process or other questions during the payment term.

Radio Script

Language: English
Title: Take Me Too
Length: 60-sec spot

Filter: Hey, where are you going? You gotta take me too, you know? Yeah yeah, I know you are doing the right thing by recycling the used motor oil after doing an oil change. But did you know used oil filters should be recycled too? That's right. A filter has a lot of oil left in it even if you drain it. Enough to pollute the environment. Also, we are made of steel, which can be recycled. So, make sure to take both the oil and ME, the filter, to the recycling center.

Announcer: Recycle your used motor oil and oil filter at the next event, Saturday, August 13, from 10 a.m. to 2 p.m. at AutoZone, located at 1100 West Commonwealth Avenue in the city of Alhambra. Participants will receive one free new oil filter. For more information about recycling used motor oil and used oil filters, call 1-888-CLEANLA or visit www.CleanLA.com.

Radio Script

Language: Chinese

Title: Take Me Too

Length: 60-sec spot

濾油器: 嘿，你要去哪裡？記得把我也帶上！對，我知道你在換完機油後，把舊機油拿去回收是正確的做法。但你知道嗎？舊濾油器也是需要回收的！對，就算你把所有機油倒出，濾油器裡面還是會剩下很多的機油，那些剩餘的機油會污染我們的環境。而且，我們是由鋼做的，是回收垃圾的一種。所以，去回收的時候，除了機油以外，也請不要忘記帶上我這個小小的濾油器。

廣播員: 行動起來！在下一個回收活動，回收你的舊機油和濾油器。八月十三號，星期六，上午十點到下午兩點，在 Alhambra 的 AutoZone。地址為 1100 West Commonwealth Avenue。參加者可以免費得到一個全新的濾油器。想知道更多關於舊機油和濾油器回收的資訊，請致電 1-888-CLEANLA 或登錄 www.CleanLA.com 查詢。

TV Script

:15 - Voiceover:

English

Recycle your used motor oil and used oil filter on Saturday, August 13 from 10 a.m. to 2 p.m. at the Alhambra AutoZone store listed below. Participants will receive a free oil filter.



TV Script

:15 - Voiceover:

Chinese

帶上您的舊機油和濾油器在 8 月 13 日，星期六，早上 10 點至下午 2 點，到 Alhambra 指定的 AutoZone 進行回收。參加者可免費獲贈一個全新的濾油器。



Oil Tip Sheet - English

Remember when **RECYCLING**



NO MOTOR OIL
WASTED
NO FILTER LEFT
BEHIND



1.DRAIN excess motor oil from the filter and place in clean, leak-proof container. Do not mix oil with any other liquids.



2.KEEP oil filter in clean, leak-proof container. Do not dispose in trash or storm drains.



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



For more information, please call
1 (888) CLEAN LA or visit www.CleanLA.com

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



Oil Tip Sheet - Spanish

Recuerda cuando estás
RECICLANDO



NI una gota de
aceite derramada
NI un filtro sin
reciclar



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



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



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



Para más información, por favor llama al
1 (888) 253-2652 o visite www.CleanLA.com

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



Oil Tip Sheet - Chinese

回收時, 請緊記

機油
被浪費
濾油器
被遺忘

沒有
沒有

RECYCLE
USED OIL
AND
FILTERS



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



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



3. 帶同 舊機油和濾油器到合格回收中心。



如欲查詢, 請致電
1 (866) 989-5279 或 登錄 www.CleanLA.com

*備註: 部份合格回收中心不提供濾油器回收服務。請致電合格回收中心查詢。



Print Ad/Flyer – English



NO MOTOR OIL
WASTED
NO FILTER LEFT
BEHIND

"Recycle me, too!"



USED OIL FILTERS
*must be recycled
with used motor oil.*

An oil filter is made of steel and should be recycled. Trashing it is illegal because the residual oil can harm the environment. Be sure to recycle both your used motor oil and filter.

Get a
FREE
Filter!

USED OIL FILTER
Exchange

*Bring your used oil filter and get a new one.
Used oil will also be accepted.*

Place: **AutoZone**
1100 W. Commonwealth Ave.
Alhambra, CA 91803
Date: Saturday, August 13, 2016
Time: 10 a.m. - 2 p.m.



1(888)CLEAN LA
www.CleanLA.com



*Participants must recycle a used motor oil filter to receive a new one in exchange.
Limit one oil filter per participant. While supplies last.

Print Ad/Flyer – Spanish



NI una gota de
aceite derramada
NI un filtro sin
reciclar

“¡Recíclame también!”



FILTROS DE ACEITE
*usados deben ser
reciclados con el
aceite usado de motor.*

Un filtro de aceite está hecho de acero y puede ser reciclado. Tirarlo a la basura es ilegal porque el residuo de aceite del filtro usado puede contaminar el medio ambiente. Asegúrate de reciclar ambos – el aceite de motor usado y el filtro usado.

¡Obtén
un filtro
GRATIS!

INTERCAMBIO DE FILTRO
de aceite usado

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

Lugar: **AutoZone**
1100 W. Commonwealth Ave.
Alhambra, CA 91803
Fecha: **Sábado, 13 de agosto 2016**
Hora: 10 a.m. – 2 p.m.



1(888)253-2652
www.CleanLA.com



*Nota: Los participantes deben reciclar un filtro de aceite de motor usado para recibir uno nuevo a cambio. Límite de un filtro por participante, hasta agotar existencias.

Print Ad/Flyer – Chinese

請把我也 一起回收!

舊濾油器 必須與舊機油一同回收。

濾油器是銅製品，必須要妥善回收。由於殘餘的機油會對環境造成污染，隨意遺棄濾油器實屬不法行為。請謹記回收您的舊機油與濾油器。

領取
免費
濾油器!

舊機油濾油器 回收活動

回收您的舊濾油器即可免費獲贈一個全新的濾油器。現場亦設有舊機油回收服務。

地點: **AutoZone**
1100 W. Commonwealth Ave.
Alhambra, CA 91803

日期: 2016年8月13日(星期六)

時間: 上午10時至下午2時

1(866) 989-5279

www.CleanLA.com

*參加者必須回收一個使用過的機油濾油器以換取一個全新的濾油器。每位參加者只可獲贈一個濾油器。送完即止。

**Get a
FREE
Oil Filter!***



Recycle your used motor oil filter at the events listed and receive a new oil filter for FREE, while supplies last.*

Residents may also recycle used motor oil free of charge. Events are held 10:00 a.m. to 2:00 p.m. on Saturdays.



*Note: Limit one filter per participant. Participant must recycle a used motor oil filter to receive a new one in exchange.

Events

8/13/16
AutoZone
1100 W. Commonwealth Ave.
Alhambra, CA 91803

9/10/16
AutoZone
5858 S. Central Ave.
Los Angeles, CA 90001

10/8/16
AutoZone
3801 Whittier Blvd.
Los Angeles, CA 90023

1/21/17
O'Reilly Auto Parts
965 E. Las Tunas Dr.
San Gabriel, CA 91776

3/18/17
O'Reilly Auto Parts
15840 E. Gale Ave.
Hacienda Heights, CA 91745

1(888)CLEAN LA
www.CleanLA.com



**Remember when
RECYCLING**



1. DO NOT mix oil with any other liquids.



2. KEEP oil filter in a clean container.



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



¡Obtén un Filtro de Aceite GRATIS!*

Recicla tu filtro de aceite de motor usado en los eventos de reciclaje y recibirás un nuevo filtro de aceite GRATIS, mientras duren las existencias.*

Los residentes pueden también reciclar aceite de motor usado de forma gratuita. Los eventos se llevarán a cabo los sábados, de 10:00 a.m. a 2:00 p.m.



*Nota: Límite de un filtro por participante. El participante debe reciclar el filtro de aceite de motor usado para recibir uno nuevo a cambio.

Eventos de Reciclaje

8/13/16
AutoZone
1100 W. Commonwealth Ave.
Alhambra, CA 91803

9/10/16
AutoZone
5858 S. Central Ave.
Los Angeles, CA 90001

10/8/16
AutoZone
3801 Whittier Blvd.
Los Angeles, CA 90023

1/21/17
O'Reilly Auto Parts
965 E. Las Tunas Dr.
San Gabriel, CA 91776

3/18/17
O'Reilly Auto Parts
15840 E. Gale Ave.
Hacienda Heights, CA 91745

1(888)253-2652
www.CleanLA.com



Recuerda cuando estás RECICLANDO



1. NO mezcles el aceite con ningún otro líquido.



2. MANTÉN el filtro de aceite en un recipiente limpio.



3. TRAE ambos el aceite y el filtro usado.

Upcoming Event Flyers – Chinese



機油
被浪費
濾油器
被遺忘

免費領取 機油濾油器！*

帶同您的舊機油濾油器到指定
活動回收，即可免費獲贈一個
全新的濾油器，送完即止*。

現場亦設有舊機油免費回收服務。
所有活動將於星期六上午十時至
下午二時舉行。



*備註：每位參加者只可獲贈一個濾油器。參加者必須回收一個使用過的機油濾油器以換取一個全新的濾油器。

機油濾油器回收活動：

2/25/17
O'Reilly Auto Parts
1128 Pico St.
San Fernando, CA 91340

3/18/17
O'Reilly Auto Parts
15840 E. Gale Ave.
Hacienda Heights, CA 91745

1(866) 989-5279
www.CleanLA.com



回收時，請緊記



1. 不可將機油與其他
液體混合。



2. 將濾油器存放在
乾淨的容器內。

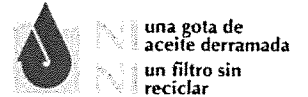


3. 攜帶舊機油和濾
油器。

Functional Items



Stickers – Spanish



Remember when
RECYCLING

Recuerda cuando estás
RECICLANDO



1. DO NOT mix oil with any other liquids.

1. NO mezcles el aceite con ningún otro líquido.



2. KEEP oil filter in a clean container.

2. MANTEN el filtro de aceite en un recipiente limpio.



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

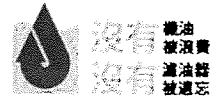
3. TRAE ambos el aceite y el filtro usado.

1(888)CLEANLA
www.CleanLA.com

1(888)253-2652
www.CleanLA.com



Stickers – Chinese



Remember when
RECYCLING 回收時, 請緊記



1. DO NOT mix oil with any other liquids.

1. 不可將機油與其他液體混合。



2. KEEP oil filter in a clean container.

2. 將濾油器存放在乾淨的容器內。



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

3. 請同時回收舊機油和濾油器。

1(888)CLEAN LA
www.CleanLA.com

1(866)989-5279
www.CleanLA.com



Banners (CMYK) – English



A vertical banner with a grey background. At the top, there is a logo consisting of a black oil drop with a white '1' inside, followed by the text "NO MOTOR OIL WASTED" and "NO FILTER LEFT BEHIND". Below this, the phrase "Recycle me, too!" is written in a large, white, cursive font. In the center, there is a detailed illustration of a cylindrical oil filter lying on its side, with a small puddle of black oil dripping from its base. Below the filter, the text "USED OIL FILTERS must be recycled with used motor oil." is written in a serif font. At the bottom, the phone number "1(888)CLEAN LA" and the website "www.CleanLA.com" are displayed. Two circular logos are positioned at the very bottom: the official seal of the City of Los Angeles on the left and a "PUBLIC WORKS" logo on the right.

NO MOTOR OIL WASTED
NO FILTER LEFT BEHIND

*“Recycle
me, too!”*

*USED OIL FILTERS
must be recycled
with used motor oil.*

1(888)CLEAN LA
www.CleanLA.com

CITY OF LOS ANGELES
PUBLIC WORKS

 una gota de
aceite derramada
un filtro sin
reciclar

**“¡Recíclame
también!”**



FILTROS DE ACEITE
*usados deben ser
reciclados con el
aceite usado de motor.*

1(888)253-2652
www.CleanLA.com

沒有
沒有
機油
被浪費
濾油器
被遺忘

請把我也
一起回收!



舊濾油器
必須與舊機油一同回收。

1(866)989-5279
www.CleanLA.com





MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE

PUBLIC WORKS MEDIA CONSENT, RELEASE AND WAIVER LIABILITY FORM

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

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

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

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

Signature: _____

Date: _____



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

PUBLIC WORKS MEDIA CONSENT, RELEASE AND WAIVER OF LIABILITY FORM

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

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

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

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

Name of Child (print): _____

Name of School: _____

Name of Teacher: _____

If child is under 18 years of age, name of

Parent/Guardian, (print): _____

Signature: _____

OPP6 CYCLE CCC SITE VISIT PROPOSED SCHEDULE ROUND 2

Date: 1/17/2017, FINAL

SITES AND VISIT DATES							UBG Participant
<i>February 13, 2017 (Monday)</i>							
1	19-C-00827	AutoZone #5349	1100 W Commonwealth Ave	Alhambra	91803	(626) 284-7096	OPP6
2	19-C-03703	Bob Wondries Ford (Service Department)	400 S Atlantic Blvd	Alhambra	91801	(626) 289-3591	OPP6
3	19-C-01241	Firestone Store #27A1	837 E Main St	Alhambra	91801	(626) 282-9184	OPP6
4	19-C-03270	Jiffy Lube #1722	1332 S Fremont Ave	Alhambra	91803	(818) 848-0796	OPP6
5	19-C-09765	Mazda of Alhambra	1200 W. Main Street	Alhambra	91801	(626) 576-2800	OPP6
6	19-C-04102	O'Reilly Auto Parts #3068	800 E Valley Boulevard	Alhambra	91801	(626) 570-8998	OPP6
7	19-C-08473	Sierra Acura of Alhambra	1700 W. Main Street	Alhambra	91801	(626) 284-8533	OPP6
8	19-C-01016	Wondries Toyota/Scion	1543 W Main St	Alhambra	91801	(626) 289-8000	OPP6
<i>February 14, 2017 (Tuesday)</i>							
9	19-C-04096	O'Reilly Auto Parts #2959	7019 S Atlantic	Bell	90201	(323) 771-9906	OPP6
10	19-C-10142	International Lube	4246 E. Washington Boulevard	Commerce	90023	(323) 264-4143	OPP6
11	19-C-09174	Commerce Lube	2432 S. Indiana St	Commerce	90023	(323) 261-5100	OPP6
12	19-C-09720	Ironman Renewal dba Zippy Lube-A-Truck	4164 E. Washington Blvd. Los Angeles	Commerce	90023	(951) 520-2922	OPP6
<i>February 15, 2017 (Wednesday)</i>							
13	19-C-01125	Foothill Car Wash Lube Oil & Detail Center	2355 Foothill Blvd	La Canada Flintridge	91011	(818) 248-2668	OPP6
14	19-C-03817	Jiffy Lube #1855	2304 Foothill Blvd	La Canada Flintridge	91011	(818) 848-0796	OPP6
15	19-C-04083	O'Reilly Auto Parts #3042	2605 Foothill Blvd	La Crescenta (unincorp.)	91214	(818) 248-0400	OPP6
<i>February 15, 2017 (Wednesday)</i>							
16	19-C-04086	O'Reilly Auto Parts #3050	15122 1/2 Hawthorne Blvd	Lawndale	90260	(310) 355-2700	OPP6
17	19-C-03933	Pep Boys #969	14411 S Hawthorne Ave	Lawndale	90260	(310) 644-1800	OPP6
18	19-C-04107	O'Reilly Auto Parts #3066	1213 W Carson St	West Carson (unicorp.)	90502	(310) 212-3910	OPP6
<i>February 16, 2017 (Thursday)</i>							
19	19-C-02111	Firestone Store #67T5	104 S Maclay	San Fernando	91340	(818) 361-0175	OPP6
20	19-C-10414	Galpin Honda	11151 Laurel Boulevard	San Fernando	91340	(818) 787-3800	OPP6
21	19-C-07875	Jiffy Lube #2931	11541 Laurel Canyon Blvd	San Fernando	91340	(714) 444-4940	OPP6
22	19-C-10293	O'Reilly Auto Parts #4605	1128 Pico Street	San Fernando	91340	(417) 862-2674	OPP6
23	19-C-03404	Pep Boys #635	1231 San Fernando Rd	San Fernando	91340	(215) 430-9226	OPP6
24	19-C-10056	Rydell Chrysler Dodge Jeep Ram	2000 San Fernando Road	San Fernando	91340	(818) 493-6300	OPP6

OPP6 CYCLE CCC SITE VISIT PROPOSED SCHEDULE ROUND 2							
Date: 1/17/2017, FINAL							
SITES AND VISIT DATES							UBG Participant
February 21, 2017 (Tuesday)							
25	19-C-04816	AutoZone #5443	4301 E. Cesar E. Chavez Ave.	East Los Angeles (unincorp.)	90022	(323) 261-6448	OPP6
26	19-C-04286	O'Reilly Auto Parts #2998	722 South Atlantic Blvd	East Los Angeles (unincorp.)	90022	(323) 261-6295	OPP6
27	19-C-04709	AutoZone #5361	3801 Whittier Blvd	East Los Angeles (unincorp.)	90023	(323) 266-8591	OPP6
28	19-C-04741	AutoZone #5377	1131 S. Atlantic Blvd.	East Los Angeles (unincorp.)	90022	(323) 264-4096	OPP6
29	19-C-10113	O'Reilly Auto Parts #4386	3431 E. Cesar Chavez Blvd	East Los Angeles (unincorp.)	90063	(417) 862-2674	OPP6
30	19-C-03407	Pep Boys #652	256 S Atlantic Blvd	East Los Angeles (unincorp.)	90022	(323) 722-1000	OPP6
February 21, 2017 (Tuesday)							
31	19-C-04798	AutoZone #5502	12726 San Pedro St, Los Angeles	Athens (unincorp.)	90061	(323) 757-0224	OPP6
32	19-C-08084	AutoZone #3717	5858 South Central Avenue, Los Angeles	Florence (unincorp.)	90001	(901) 495-7127	OPP6
33	19-C-10066	AutoZone #4092	1262 Firestone Blvd, Los Angeles	Florence (unincorp.)	90002	(323) 584-6153	OPP6
34	19-C-04805	AutoZone #5425	1457 E Florence Ave, Los Angeles	Florence (unincorp.)	90001	(323) 589-6440	OPP6
35	19-C-04154	O'Reilly Auto Parts #3049	1516 E. Florence Ave, Los Angeles	Florence (unincorp.)	90001	(323) 584-4370	OPP6
February 22, 2017 (Wednesday)							
36	19-C-04119	O'Reilly Auto Parts #3076	15840 E Gale Ave	Hacienda Heights (unincorp.)	91745	(626) 961-2128	OPP6
37	19-C-08406	Mountain View Tire/Goodyear	18837 E. Colima Road	Rowland Heights (unincorp.)	91748	(855) 703-9490	OPP6
38	19-C-05007	Consumer Auto Center	18125 E. Valley Blvd, La Puente	Valinda (unincorp.)	91744	(626) 810-9276	OPP6
February 22, 2017 (Wednesday)							
39	19-C-06384	Jiffy Lube #0538	11705 Colima Rd., Whittier	South Whittier (unincorp.)	90604	(562) 944-0166	OPP6
40	19-C-04126	O'Reilly Auto Parts #3574	14141 Imperial Highway, La Mirada	South Whittier (unincorp.)	90638	(562) 903-0945	OPP6
41	19-C-09302	AutoZone #5887	13541 Florence, Whittier	South Whittier (unincorp.)	90605	(562) 946-7709	OPP6
February 23, 2017 (Thursday)							
42	19-C-08582	Jiffy Lube #1411	24832 W. Pico Canyon Road	Stevenson Ranch (unincorp.)	91381	(661) 222-9367	OPP6
43	19-C-11163	Havoline Xpress Lube	31525 Ridge Route Rd.	Castaic (unincorp.)	91384	(818) 384-0142	OPP6
44	19-C-07978	O'Reilly Autoparts #3797	31675 Castaic Rd	Castaic (unincorp.)	91384	(661) 607-0020	OPP6
45	19-C-09112	Parkway GMC Auto Cente	81280 The Old Road	Castaic (unincorp.)	91384	(661) 476-5761	OPP6
46	19-C-11358	Jiffy Lube	41948 50th Street West	Quartz Hill (unincorp.)	93536	(661) 943-4579	OPP6
February 23, 2017 (Thursday)							
47	19-C-08676	Jiffy Lube #1712	21008 E. Arrow Hwy, Covina	Charter Oak (unincorp.)	91724	(626) 974-0424	OPP6
48	19-C-04733	AutoZone #5477	21356 Arrow Highway, Covina	Charter Oak (unincorp.)	91724	(909) 599-6846	OPP6
49	19-C-04165	O'Reilly Auto Parts #3037	20824 East Arrow Highway, Covina	Charter Oak (unincorp.)	91724	(626) 914-5606	OPP6
50	19-C-09467	Valvoline Instant Oil Change GN-0075	3800 E. Foothill, Pasadena	East Pasadena (unincorp.)	91107	(626) 765-0173	OPP6

Certified Center Site Visit Checklist

Center Name:	CalRecycle ID:	Date of last claim:
Street Address:	Phone:	
City/Zip:	Tank Size:	
Accepts filters:	(Note any drums)	
Contact last visit:	Current visit date:	
Contact this visit (Name, Title):	Visiting OPP Representative:	

Center Requirements and Assistance**Yes No**

1	<p>Is the Certified Center sign posted so it is visible from the street?</p> <p>Note any issues with condition of signs, visibility etc.</p> <p>Note any new signs provided (include filter recycling, 'stop!' signs):</p>	<input type="checkbox"/>	<input type="checkbox"/>
2	<p>Has the Center turned away anyone who brought used oil? If yes, why?</p> <p>contaminated too much quantity tank full</p> <p>other:</p>	<input type="checkbox"/>	<input type="checkbox"/>
3	<p>Does the operator provide information on where to take contaminated oil?</p> <p>(Assist as needed with copies from the Operators Guide)</p>	<input type="checkbox"/>	<input type="checkbox"/>
4	<p>Does illegal dumping of oil and/or other materials happen at this location?</p> <p>Rank severity on a scale of 1-5: _____</p> <p>1= happened once 2= happens rarely 3= happens several times/ year</p> <p>4= happens several times/ month 5= happens more than weekly</p> <p>Discuss options, follow-up:</p>		
5	<p>Is this location filing incentive claims?</p> <p>(note: chain locations are generally filing through corporate offices)</p> <p>If yes: Questions or problems? Using the self-calculating form?</p> <p>If no: Aware of the incentive claim? Would like help to apply?</p>	<input type="checkbox"/>	<input type="checkbox"/>
6	<p>Reviewed Operator's Guide and any updates with the Center staff/ manager?</p> <p>Describe any issues, follow-up needed:</p>	<input type="checkbox"/>	<input type="checkbox"/>

GRANT NUMBER		REPORTING & EXPENDITURE CATEGORY				GRANTEE	EMPLOYER
Task #	Name/Classification	Date Worked	Hours Worked	Hourly Rate (w/benefits)	Total (Hours x Rate)	Activity	
Totals:							

SUPERVISOR'S SIGNATURE

GRANTEE SIGNATURE (IF CONTRACTOR TIME CLAIMED)

See reverse for instructions and example.

INSTRUCTIONS

Please submit this form or another form with equivalent information when requesting reimbursement for personnel costs.

Grant Number: This is the full number assigned to your grant (found in the upper right corner of your Grant Agreement).

Reporting & Expenditure Category: Indicate the budget category to which the hours are being billed. Use a separate form for each budget category.

Grantee: This is the entity that was awarded the grant as shown on the Grant Agreement.

Employer: Indicate what entity employs the person(s) listed on this form. This will usually be the grantee or a contractor that is implementing all/part of the grantee's program. Use a separate form for each employer.

Task #: Number each task to make it easier to reference.

Name/Classification: Enter the name and classification of the employee.

Date Worked: Indicate every day each employee worked on grant related tasks. List each date separately.

Hours Worked: For each date, indicate how many hours (whole and partial) each employee worked on grant related tasks.

Hourly Rate (w/Benefits): Fill-in the pay rate (including benefits) for each employee.

Total (Hours x Rate): This is the number of hours worked multiplied by the hourly rate.

Activity: Indicate the grant related activity that each employee worked on for each of the dates/hours listed.

Totals: Please total the Hours Worked and Total (Hours x Rate) columns.

Signatures: Forms must be signed by the appropriate supervisor(s). Timesheets submitted for contractor personnel must be signed by a supervisor at the contracted entity and by the authorized signature authority for the grant.

Example:

Task #	Name/Classification	Date Worked	Hours Worked	Hourly Rate (w/benefits)	Total (Hours x Rate)	Activity
1	John Doe Admin. Assistant	8/12/09	2	\$10.00	\$20.00	Develop newspaper ads for Certified Center Kick-off
2	Jane Doe Used Oil Manager	9/19/09	5.5	\$15.00	\$82.50	Staff used oil recycling information booth for Certified Center Kick-off
3	Jane Doe Used Oil Manager	9/20/09	3.25	\$15.00	\$48.75	Respond to requests for used oil information gathered at 9/19/09 event
Totals:			10.75		\$151.25	

How to name digital media

photo, video, and audio

date_project_day_camera_shot
(date=4-digit year, 2-digit month, 2-digit day)

example for movie file: 20110519_erac2011_1_a_2475.mov

note – when naming location audio from a house mix or field recorder, instead of a camera use:

hm (for house mix)
fr (for field recorder)

graphics and other elements:

project_element_number

example for motion file: erac2011_lower3rd_15.mont

Project name should be brief and use no more than two words
(use lower case for one word, use TitleCase for two words):

one word example: **core**

two word example: **CoreBuildings**

OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

Seven filter exchange events were held in Los Angeles County during the OPP5 Cycle (up through 3/31/16). The filter exchange events were held at:

1. City of Bell, O'Reilly Auto Parts #2959 (September 19, 2015)
2. City of Alhambra, AutoZone #5349 (October 24, 2015)
3. City of San Gabriel, O'Reilly Auto Parts #3153 (November 11, 2015)
4. City of El Monte, O'Reilly Auto Parts #3952 (December 12, 2015)
5. Unincorporated area of Hacienda Heights, O'Reilly Auto Parts #3076 (January 23, 2016)
6. Unincorporated area of Florence-Firestone, AutoZone #3717 (February 20, 2016)
7. Unincorporated area of East Los Angeles, AutoZone#5361 (March 19, 2016)

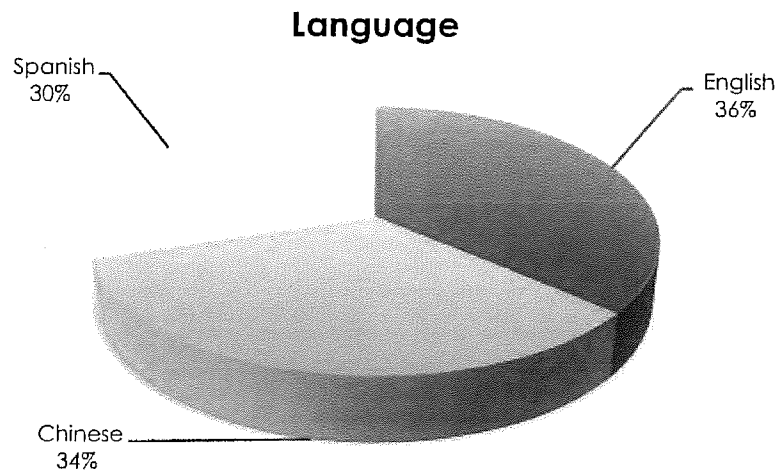
Below is a summary of the key findings gathered from a total of 577 surveys at the seven (7) filter exchange events during the OPP5 Cycle (up through 3/31/16):

Oil Filter Exchange Events – Survey Key Findings	Percentage
Male	82%
Hispanic/Latino respondents	43%
Asian English respondents	54%
51+ years old	59%
English language preference	36%
Chinese language preference	34%
Previously recycled oil filters	77%
Began recycling their oil filters two years ago	51%
Change their own oil	81%
Purchase oil/filters at AutoZone	20%
Purchase oil/filters at O'Reilly Auto Parts	29%
Replace their oil filter every oil change	84%
Dispose of their oil filter every oil change	83%
Dispose of their oil filters at Local Collection Centers (i.e. O'Reilly or AutoZone)	76%
Dispose of their motor oil every oil change	81%
Dispose of their used motor oil at Local Collection Centers (i.e. O'Reilly or AutoZone)	79%
Heard about the event through newspaper/magazine/online news	51%
Would like to receive oil container in exchange for recycling oil/filters	33%
Would like to receive oil filter in exchange for recycling oil/filters	21%
Learned to recycle their oil filters from print Advertisements	45%
Have received information on Used Oil and Oil Filter Recycling Programs	63%
Have called the 1(888) CLEAN LA hotline	20%
Have visited the CLEAN LA website	26%

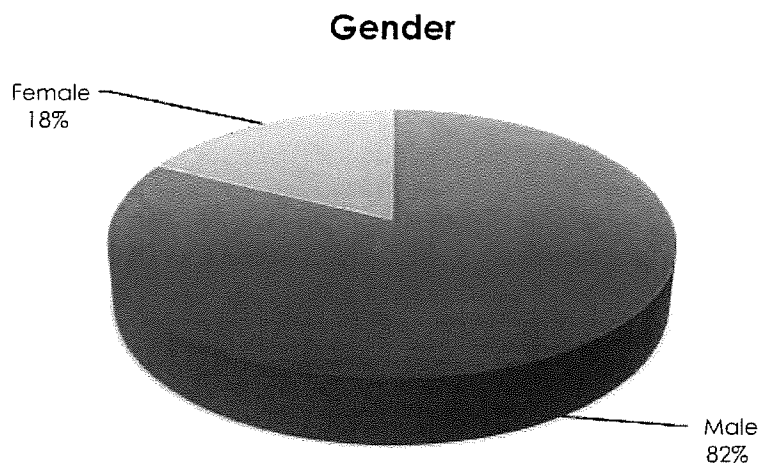
OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

Below are the survey results gathered at the seven (7) filter exchange events during the OPP5 Cycle (up through 3/31/16):

- Language: 36% of surveys were taken in English

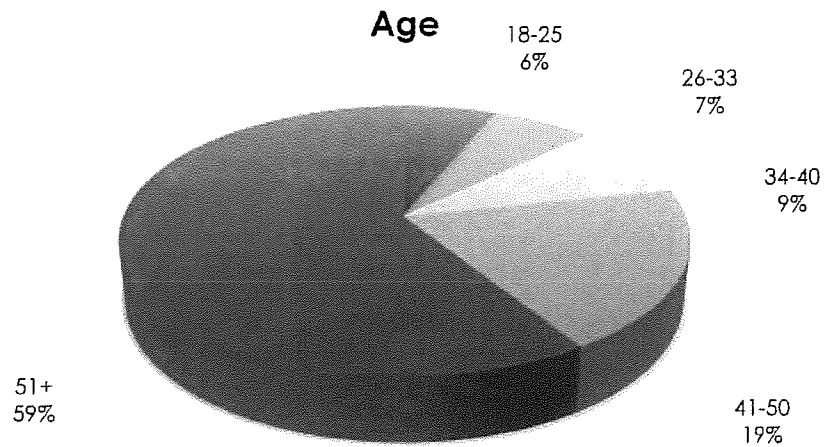


- Gender: 82% survey participants were male

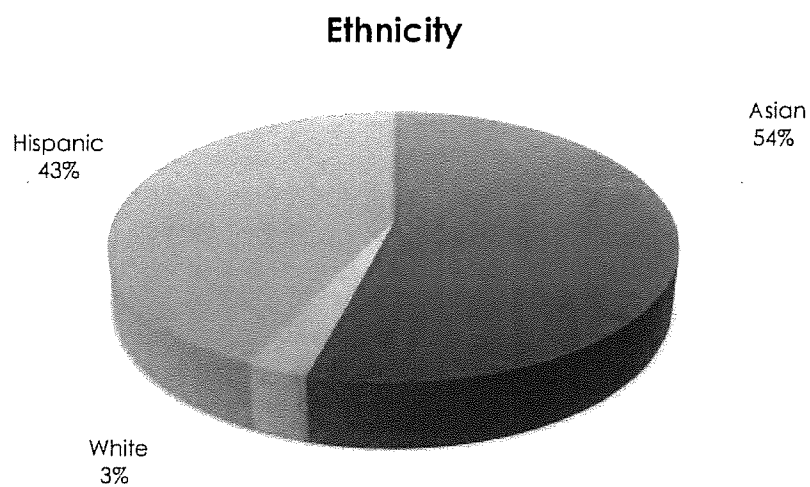


OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- Age: 59% of survey participants were 51+ years old

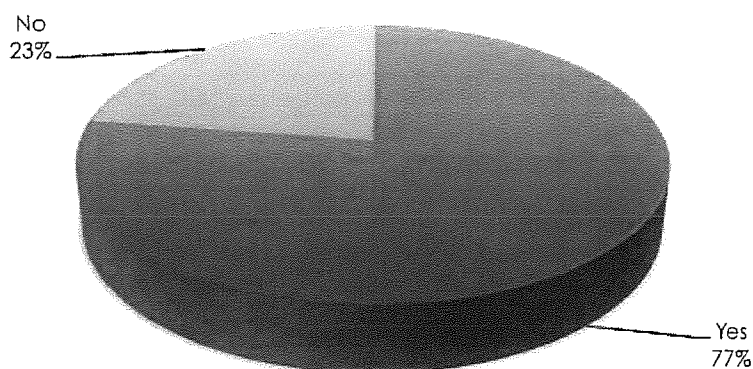


- Ethnicity: 54% of survey participants were Asian

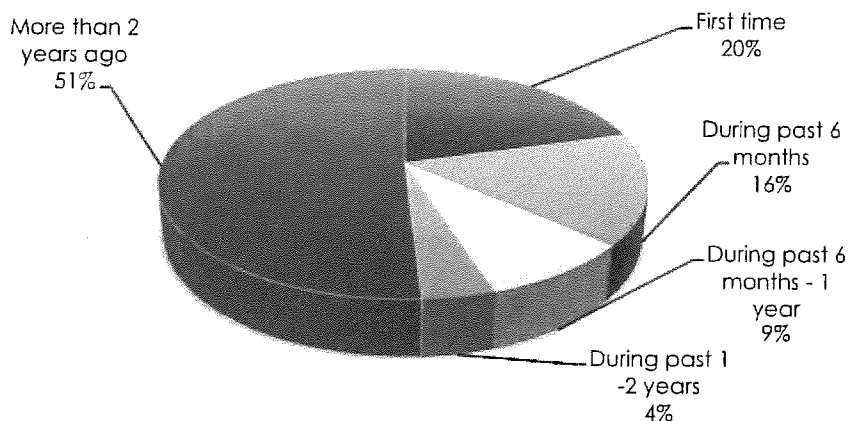


OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 77% of survey participants recycled used oil filters before

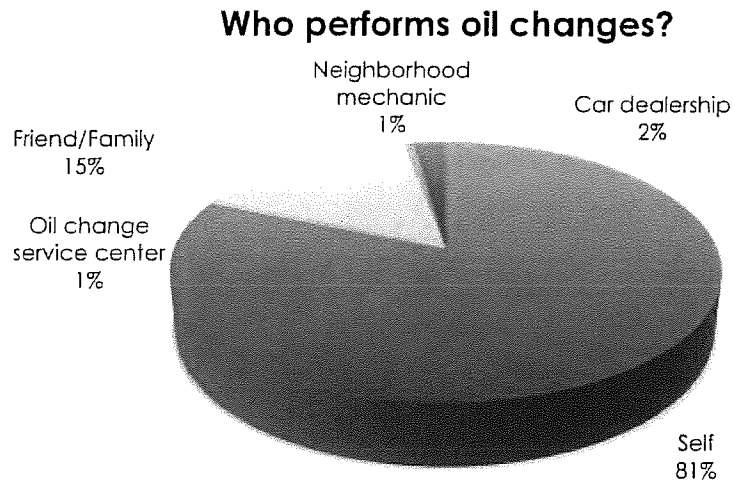
Recycled used oil filters before?

- 51% of survey participants began recycling used oil filters more than two years ago

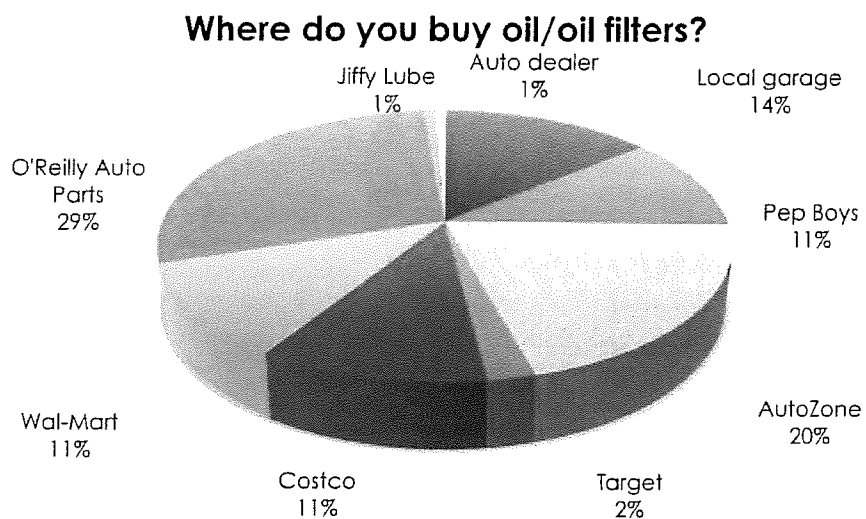
When did you begin recycling used oil filters?

OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 81% of survey participants performs oil changes themselves

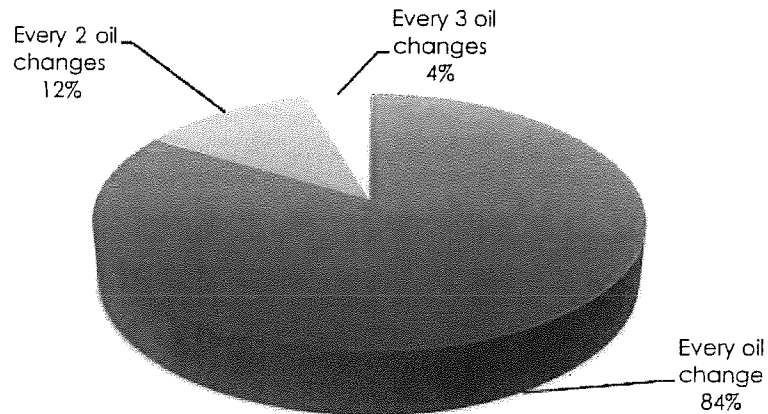


- 29% survey participants buy motor oil and oil filters at O'Reilly Auto Parts

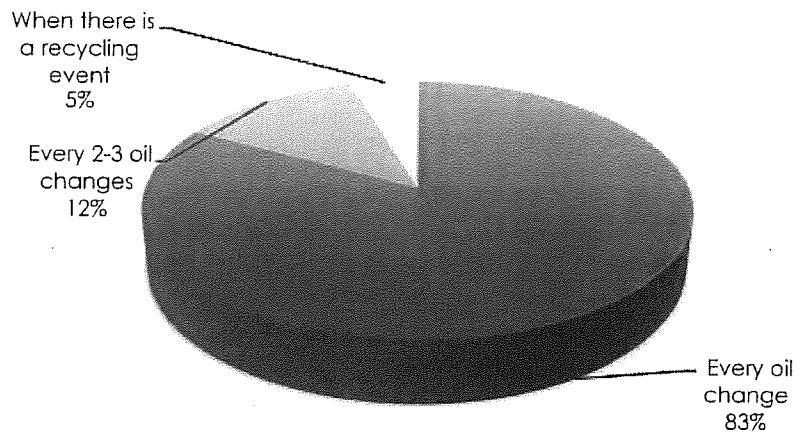


OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 84% of survey participants replace oil filter every oil change

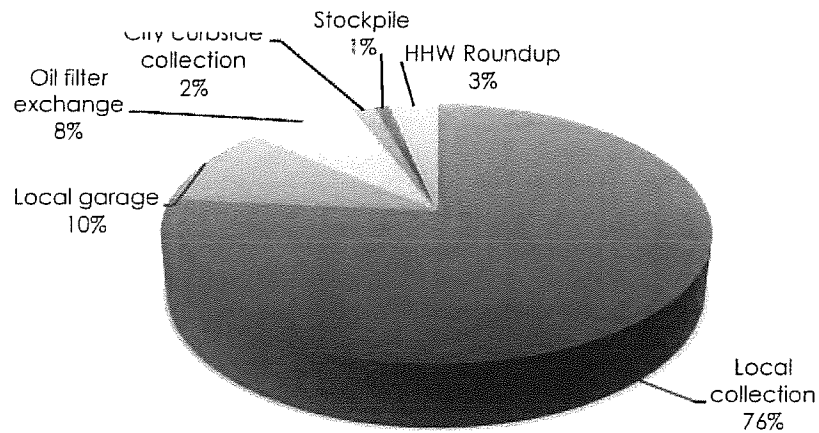
How often do you replace your oil filter?

- 83% of survey participants dispose of used oil filter after every oil change

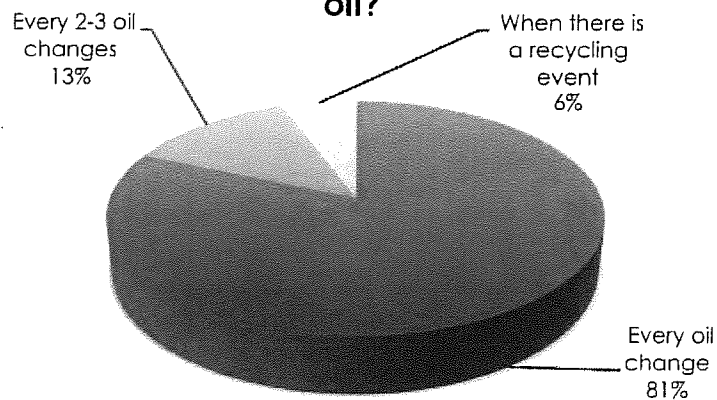
How often do you dispose of oil filter?

OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 76% of survey participants dispose of used oil filter at local collection center

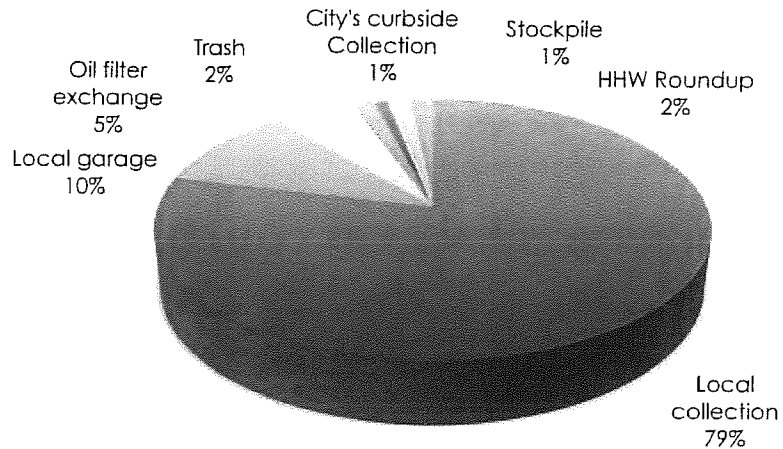
Where do you dispose of used oil filters?

- 81% of survey participants dispose of used motor oil every oil change

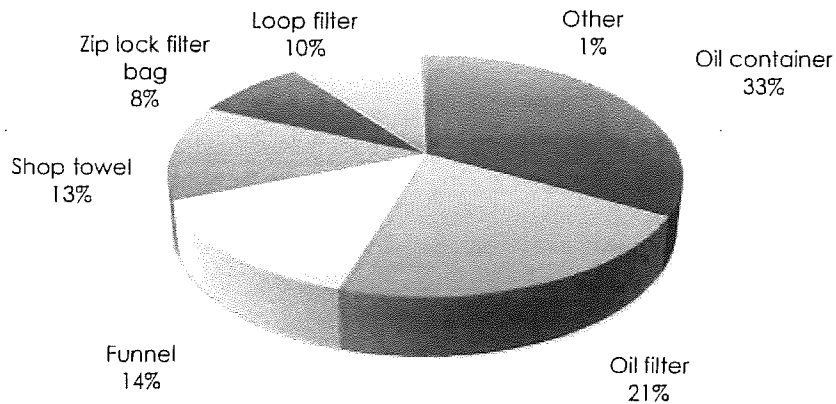
How often do you dispose of used motor oil?

OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 79% of survey participants dispose of used motor oil at local collection center

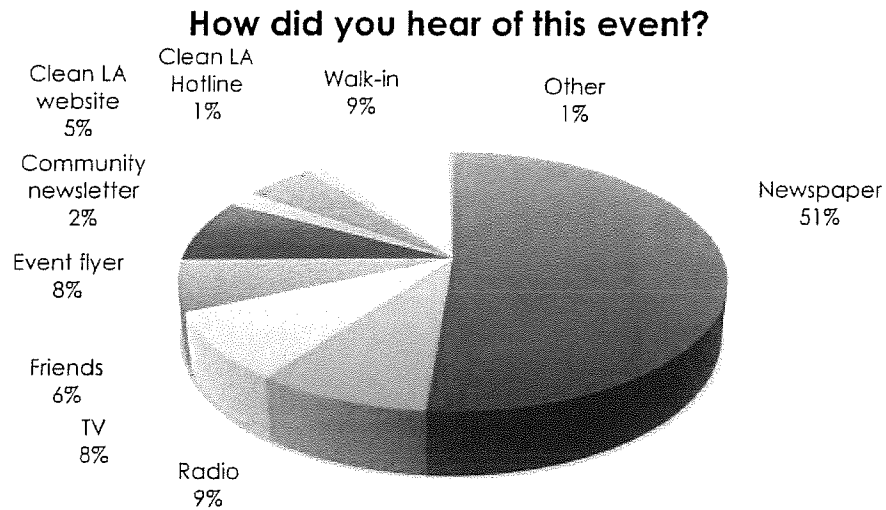
Where do you dispose of used motor oil?

- 33% of survey participants would like to receive oil container in exchange for recycling used oil/filter at events

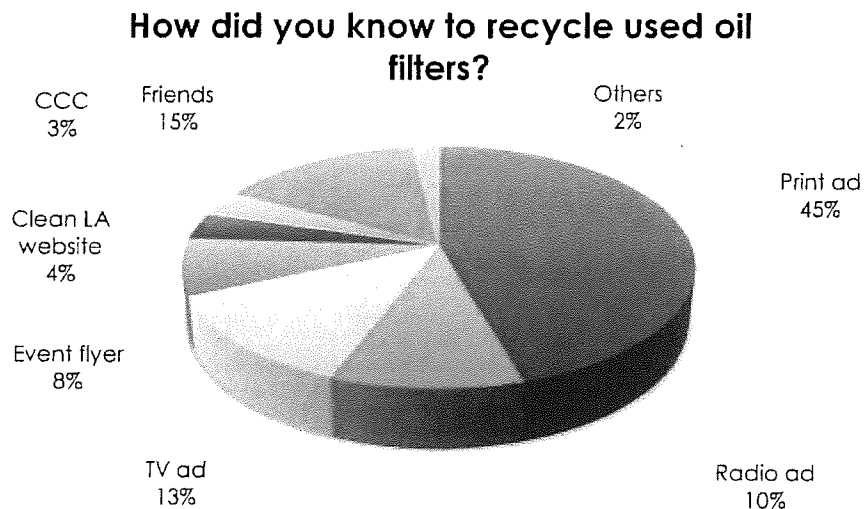
Which items would you like to receive in exchange for recycling your oil?

OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 51% of survey participants heard of the event through newspaper

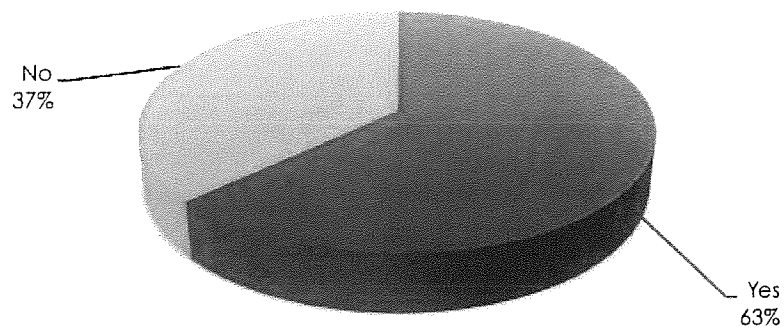


- 45% of survey participants learned about to recycling used oil filters through print advertisement

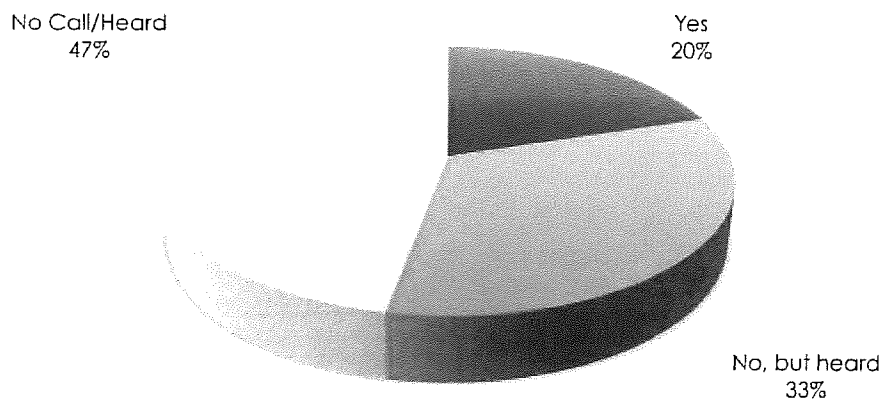


OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 63% of survey participants have received information on used oil and oil filter recycling programs before

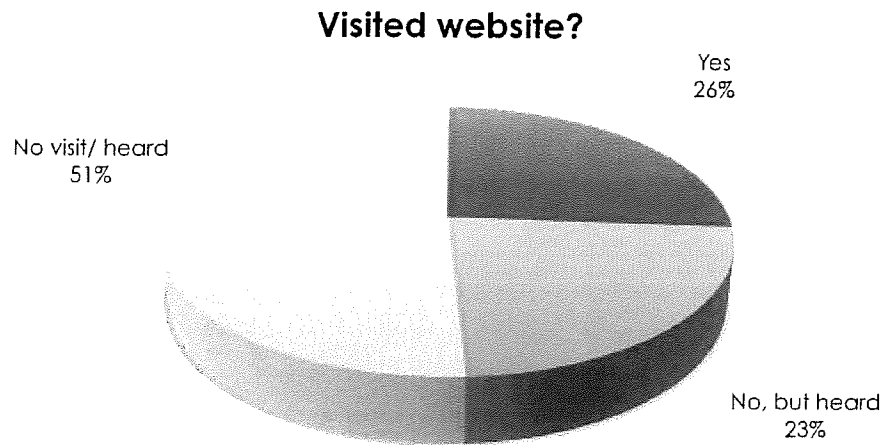
Received information on Used Oil & Oil Filter Recycling Program before?

- 20% of survey participants have called the hotline

Called hotline?

OPP5 Program Evaluation – Part I**Task 9: Filter Exchange Event Survey Results**

- 26% of survey participants have visited the website



OPP5 Program Evaluation – Part II

Exhibit T

Task 9: Special Event Survey Results

Public Works participated in 5 Special Events in the OPP5 Cycle (up through 3/31/16):

1. Sabor De Mexico Lindo Festival (October 3, 2015)
2. Monterey Park Lunar New Year Festival (January 30, 2016)
3. San Gabriel Lunar New Year Festival (February 6, 2016)
4. Alhambra Lunar New Year Festival (February 13, 2016)
5. Artesia Public Safety Expo (February 20, 2016)

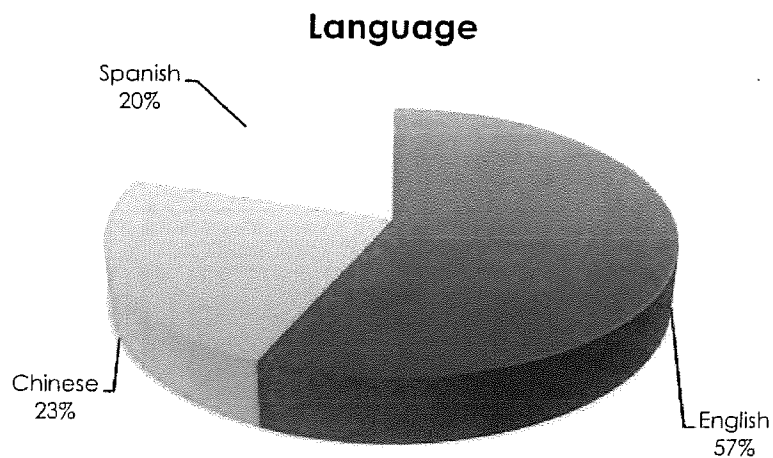
Below is a summary of the key findings gathered from a total of 466 surveys at the five (5) special events during the OPP5 Cycle (up through 3/31/16):

Special Events – Survey Key Findings	Percentage
Male	73%
Hispanic/Latino respondents	28%
Asian American respondents	67%
51+ years old	32%
English language preference	57%
Previously recycled oil filters	73%
Began recycling their oil filters more than two years ago	64%
Change their own oil	73%
Purchase oil/filters at AutoZone	33%
Purchase oil/filters at Pep Boys	17%
Replace their oil filter every oil change	83%
Dispose of their oil filter every oil change	83%
Dispose of their oil filters at Local Collection Centers (i.e. O'Reilly or AutoZone)	61%
Replace their used motor oil every oil change	81%
Dispose of their used motor oil at Local Collection Centers (i.e. O'Reilly or AutoZone)	69%
Would like to receive oil container in exchange for recycling oil/filter	43%
Would like to receive oil filter in exchange for recycling oil/filter	22%
Heard about the event through print	29%
Heard about the event through friends	27%
Learned to recycle their oil filters from print advertisements	29%
Have received information on Used Oil and Oil Filter Recycling Programs	67%
Have called the 1(888) CLEAN LA hotline	10%
Have visited the CLEAN LA website	12%

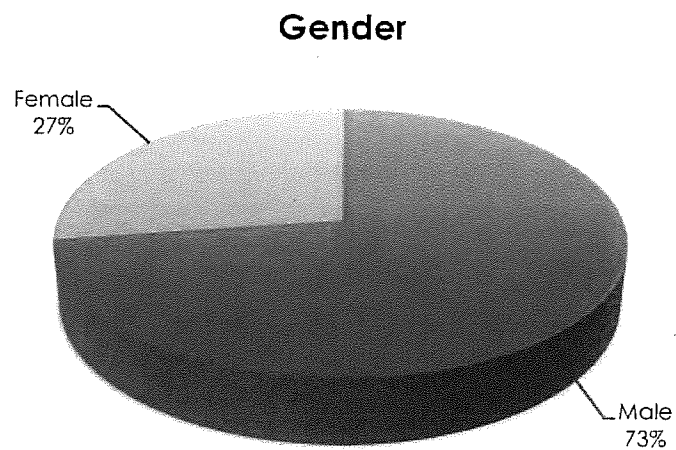
OPP5 Program Evaluation – Part II**Task 9: Special Event Survey Results**

Below are the survey results gathered at the five (5) special events during the OPP5 Cycle (up through 3/31/16):

- Language: 57% of surveys were taken in English

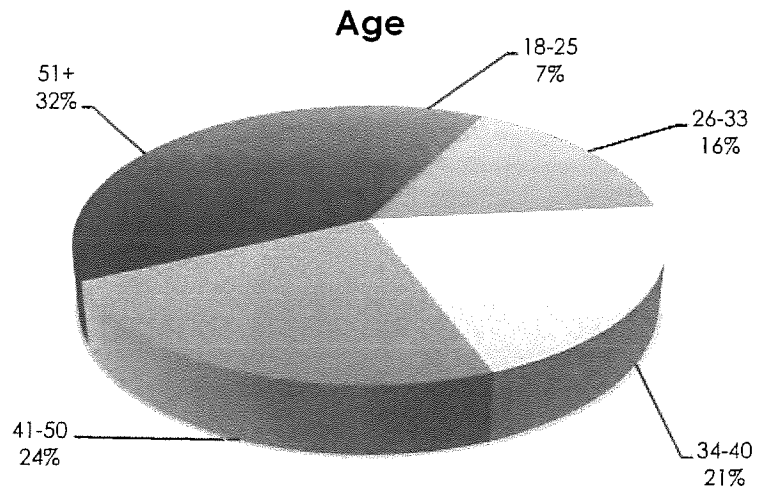


- Gender: 73% of survey participants were male

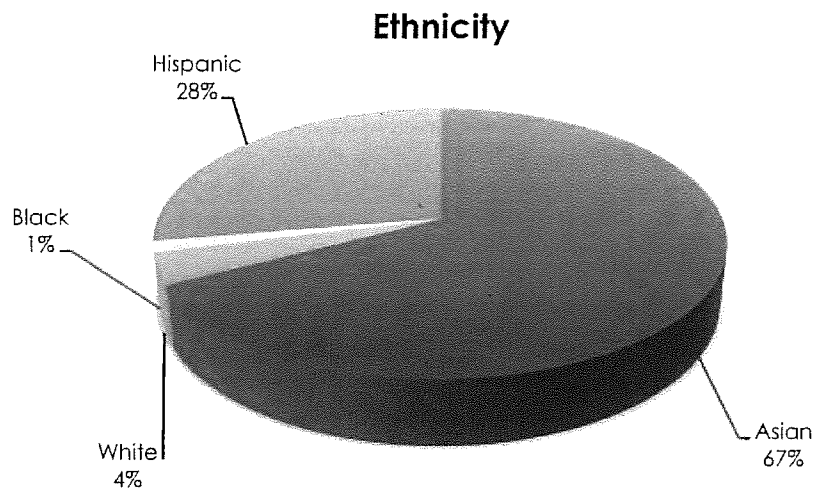


OPP5 Program Evaluation – Part II**Task 9: Special Event Survey Results**

- Age: 32% of survey participants were 51+ years old



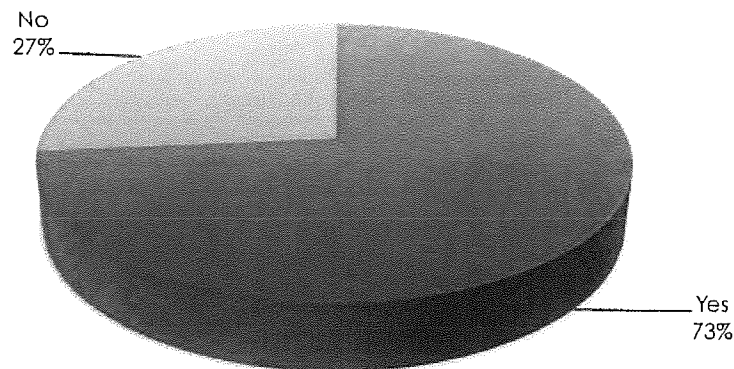
- Ethnicity: 67% of survey participants were Asian



OPP5 Program Evaluation – Part II
Task 9: Special Event Survey Results

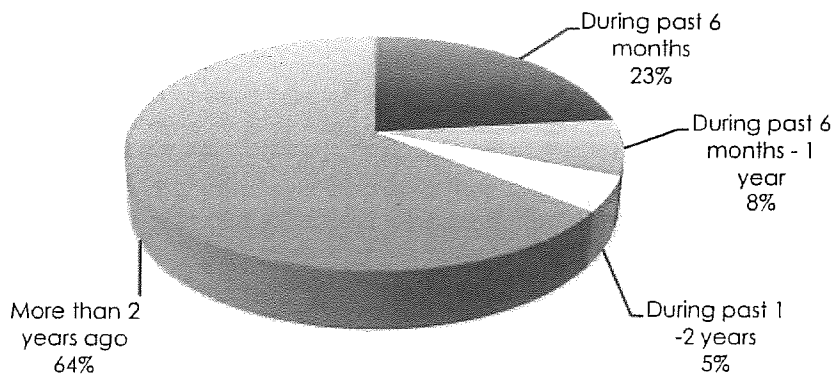
- 73% of survey participants recycled used oil filters before

Recycled used oil filters before?



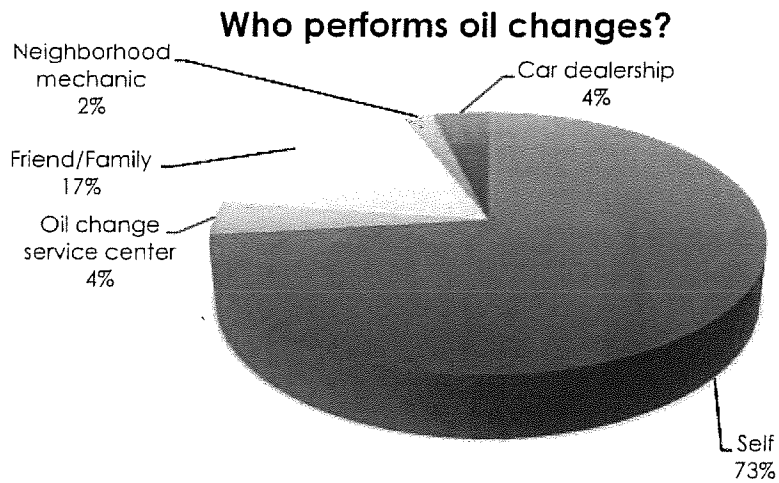
- 64% of survey participants began recycling used oil filters more than two years ago

When did you begin recycling used oil filters?

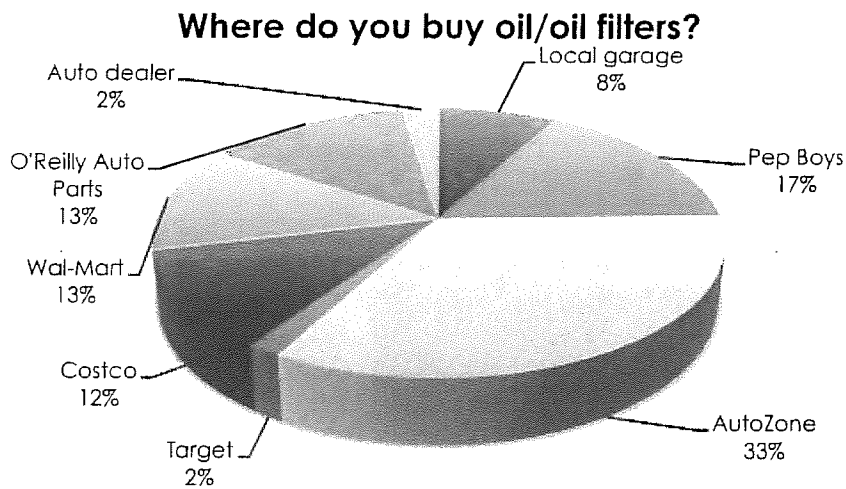


OPP5 Program Evaluation – Part II**Task 9: Special Event Survey Results**

- 73% of survey participants perform oil changes themselves



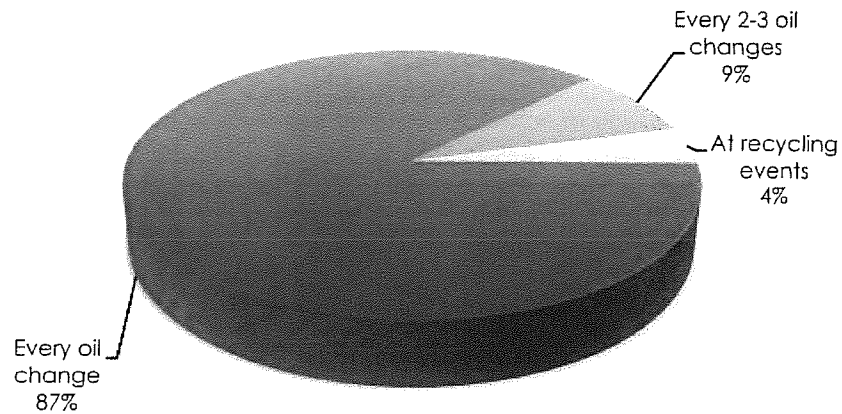
- 33% survey participants buy motor oil and oil filters at AutoZone



OPP5 Program Evaluation – Part II
Task 9: Special Event Survey Results

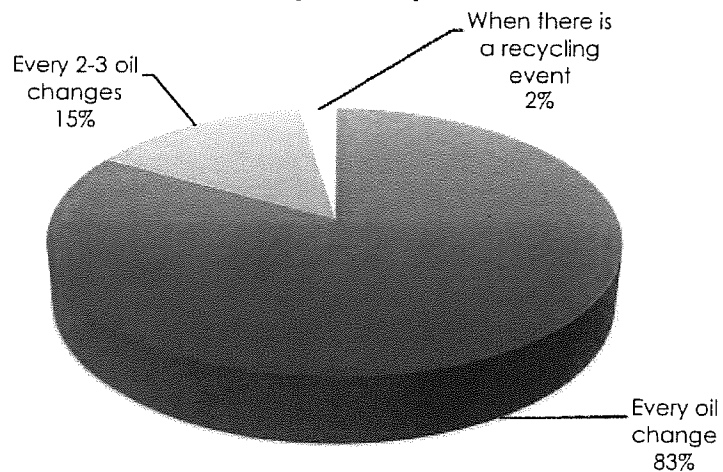
- 87% of survey participants replace oil filter every oil change

How often do you replace your oil filter?



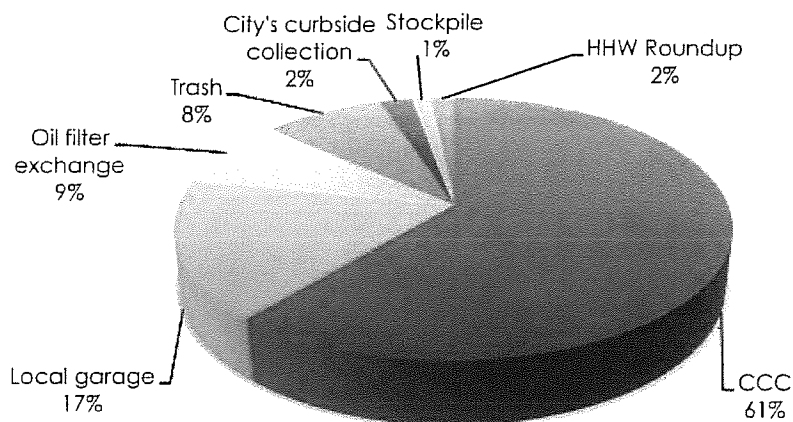
- 83% of survey participants dispose of used oil filter every oil change

How often do you dispose of oil filter?

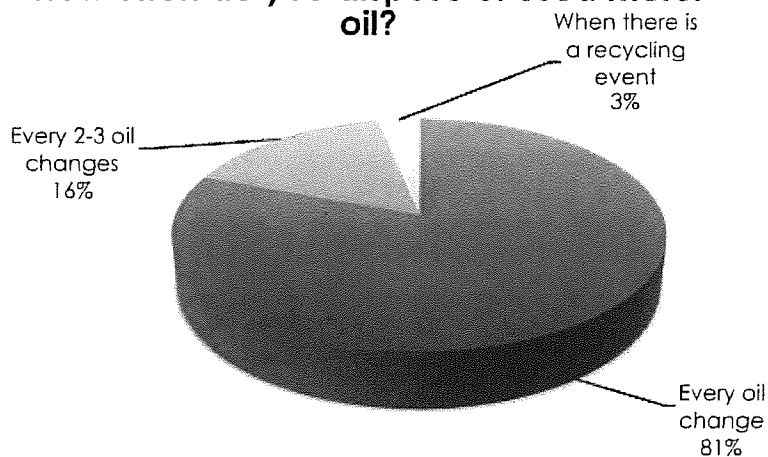


OPP5 Program Evaluation – Part II**Task 9: Special Event Survey Results**

- 61% of survey participants dispose of used oil filter at local collection center

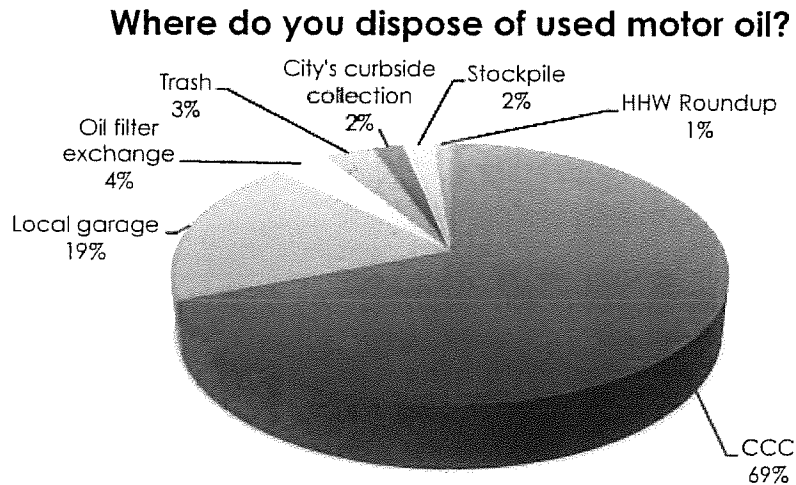
Where do you dispose of used oil filter?

- 81% of survey participants dispose of used motor oil every oil change

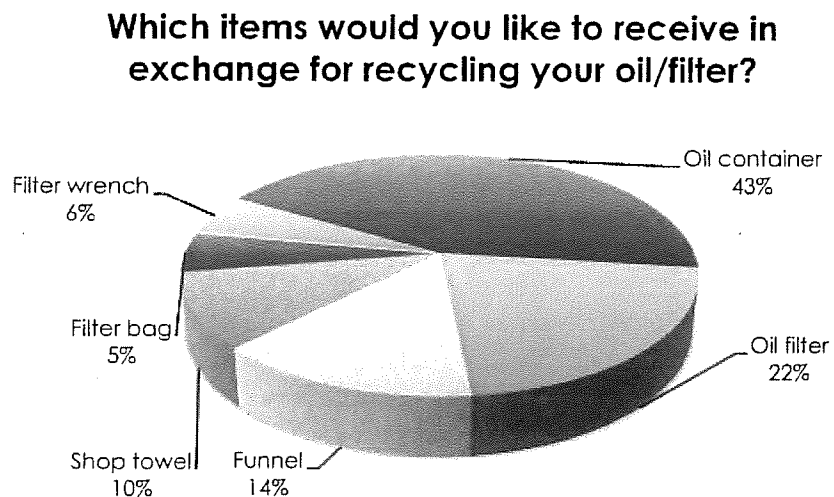
How often do you dispose of used motor oil?

OPP5 Program Evaluation – Part II**Task 9: Special Event Survey Results**

- 69% of survey participants dispose of used motor oil at local collection

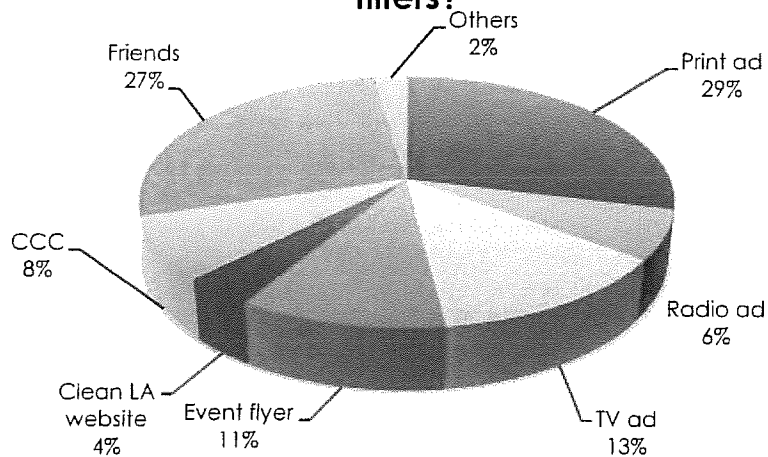


- 43% of survey participants would like to receive oil container in exchange for recycling used oil/filter at events

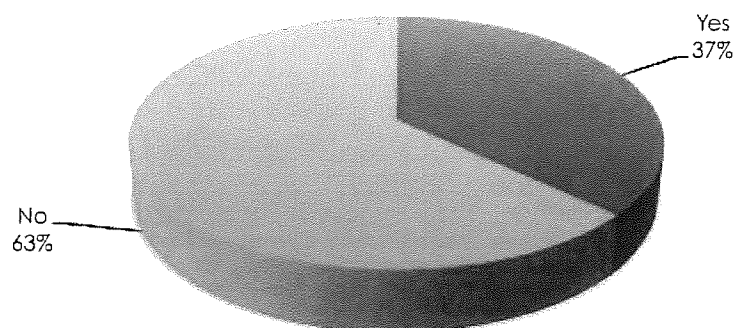


OPP5 Program Evaluation – Part II**Task 9: Special Event Survey Results**

- 29% of survey participants learned about recycling used oil filters through print advertisement

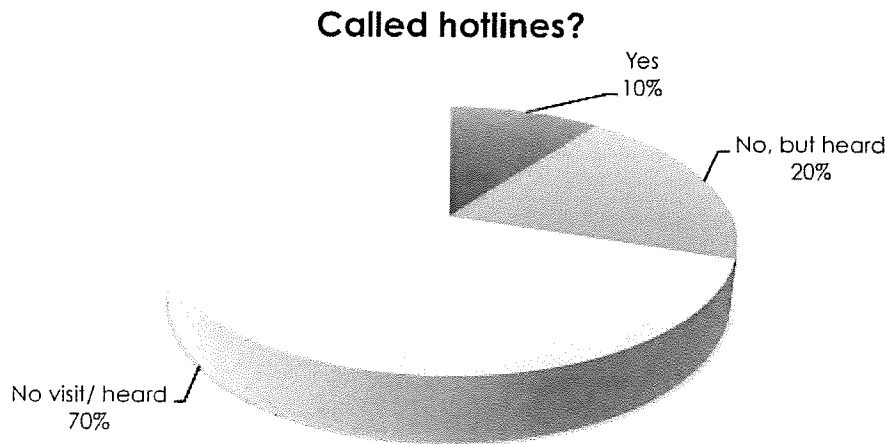
How did you know to recycle used oil filters?

- 63% of survey participants have not received information on used oil and oil filter recycling programs before

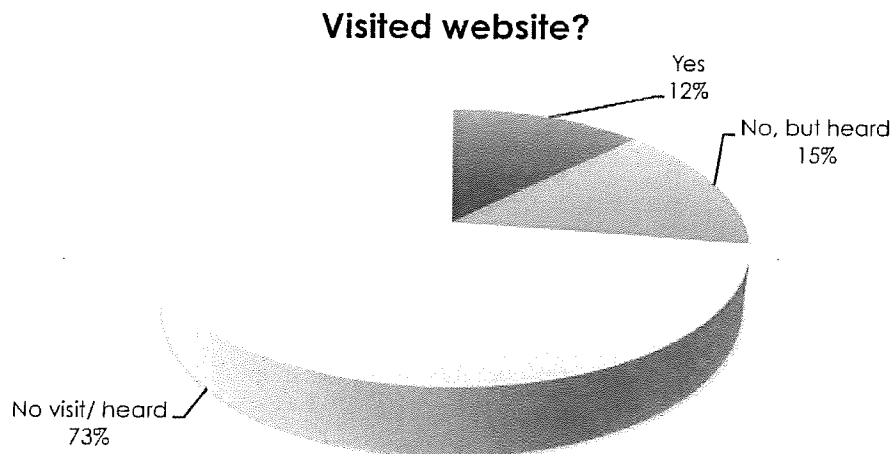
Received information on Used Oil and Oil Filter Recycling Programs before?

OPP5 Program Evaluation – Part II
Task 9: Special Event Survey Results

- 20% of survey participants have heard of the hotline number, but never called it



- 15% of survey participants have heard of the website, but never visited it



OPP6 Program Evaluation – Part I

Task 9: Filter Exchange Event Results

The eight Public Works Filter Exchange Events locations:

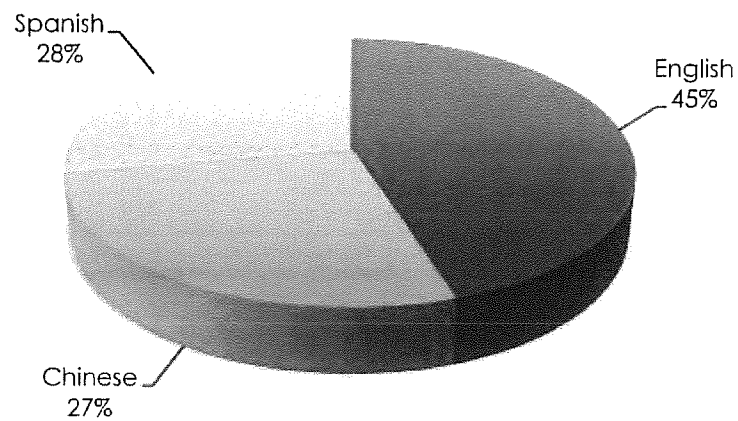
1. City of Bell, O'Reilly Auto Parts #2959 (July 23, 2016)
2. City of Alhambra, AutoZone #5349 (August 13, 2016)
3. Unincorporated area of Florence-Firestone, AutoZone #3717 (September 10, 2016)
4. Unincorporated area of East Los Angeles, AutoZone#5361 (October 8, 2016)
5. City of Lawndale, O'Reilly Auto Parts #3050 (November 5, 2016)
6. City of San Gabriel, O'Reilly Auto Parts #3153 (January 21, 2017)
7. City of San Fernando, O'Reilly Auto Parts (February 25, 2017)
8. Unincorporated area of Hacienda Heights, O'Reilly Auto Parts #3076 (March 18, 2017)

Below is a summary of the key findings gathered from a total of 521 surveys at the eight Filter Exchange Events:

Oil Filter Exchange Events - Survey Key Findings	Percentage
Male	82%
Hispanic/Latino respondents	40%
Asian respondents	57%
51+ years old	62%
English language preference	45%
Chinese language preference	27%
Spanish language preference	28%
Previously recycled oil filters	80%
Began recycling their oil filters two years ago	66%
Change their own oil	74%
Purchase oil/filters at AutoZone	34%
Purchase oil/filters at O'Reilly Auto Parts	29%
Dispose of their oil filters/oil at Local Collection Centers (i.e. O'Reilly or AutoZone)	64%
Heard about the event through newspaper/magazine/online news	50%
Learned the importance of recycling their oil filters from print advertisements	39%
Have called the 1(888) CLEAN LA hotline	12%
Have visited the CLEAN LA website	18%

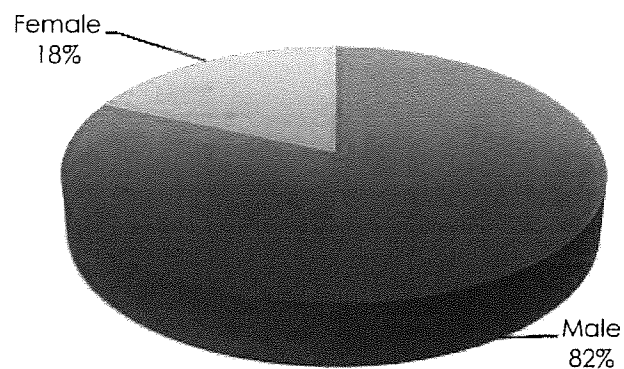
OPP6 Program Evaluation – Part I

- Language: 45% of surveys were taken in English

Language

	English	Chinese	Spanish	Total
Language	234	141	146	521

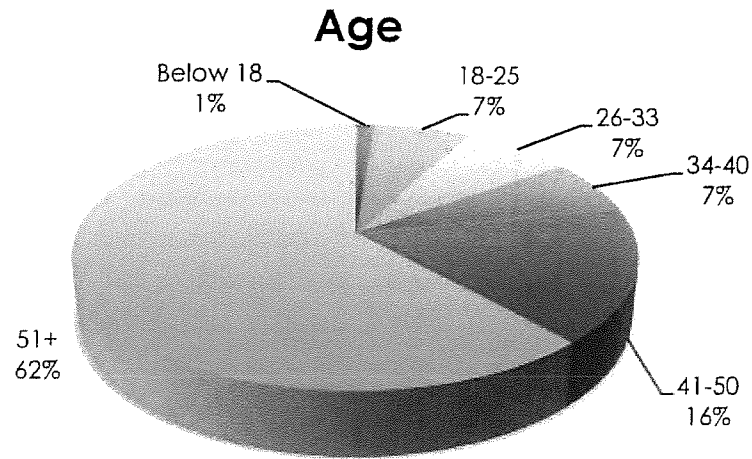
- Gender: 82% survey participants were male

Gender

	Male	Female	Total
Gender	425	96	521

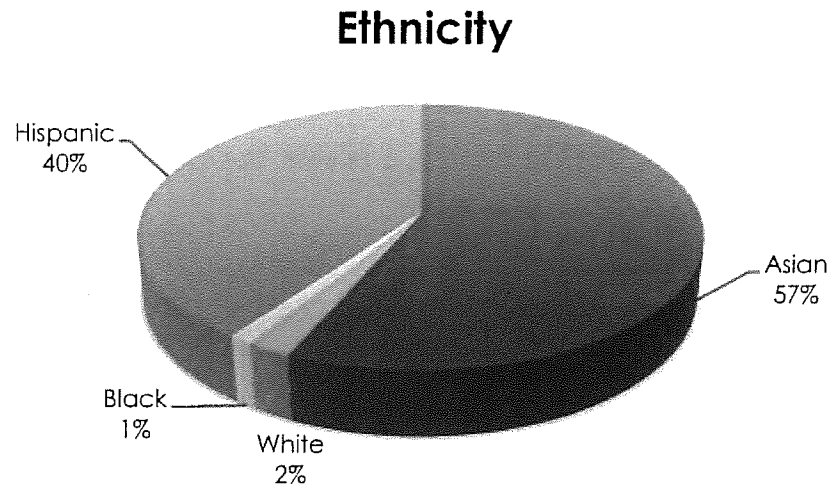
OPP6 Program Evaluation – Part I

- Age: 62% of survey participants were 51+ years old



	Below 18	18-25	26-33	34-40	41-50	51+	Total
Age	7	34	38	35	85	322	521

- Ethnicity: 57% of survey participants were Asian

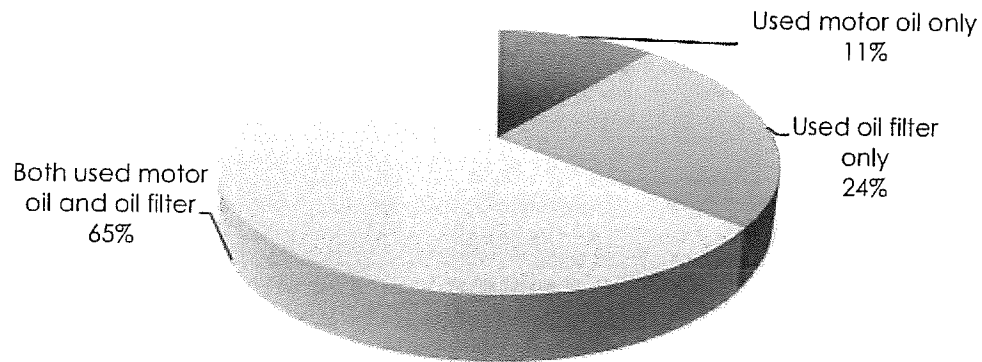


	Asian	White	Black	Hispanic	Other	Total
Ethnicity	294	11	6	210	0	521

OPP6 Program Evaluation – Part I

- 65% of survey participants brought in both used motor oil and oil filter

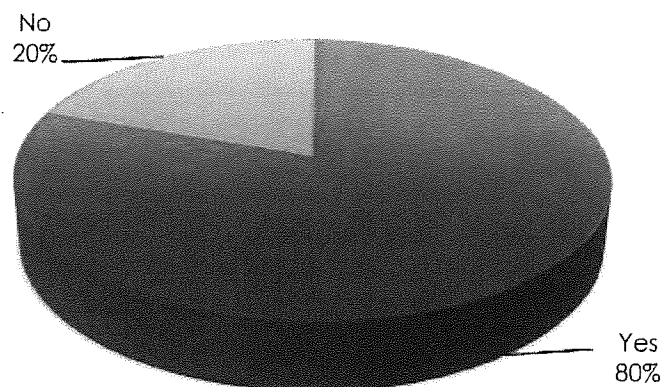
Bring in any used motor oil/oil filter today?



	Used motor oil only	Used oil filter only	Both used motor oil and oil filter	Total
Bring in any used motor oil/oil filter today?	57	127	337	521

- 80% of survey participants recycled used oil filters before

Recycled used oil filter before?

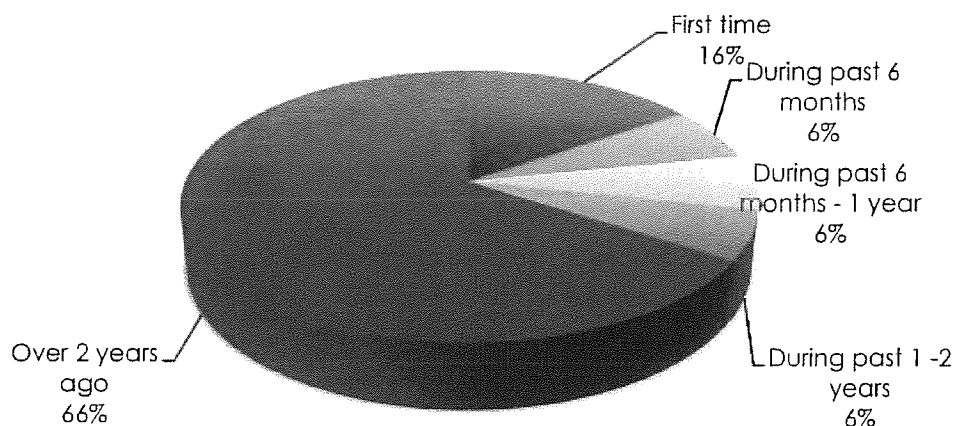


	Yes	No	Total
Recycled used oil filter before?	417	104	521

OPP6 Program Evaluation – Part I

- 66% of survey participants began recycling used oil filters more than two years ago

When did you begin recycling used oil filters?

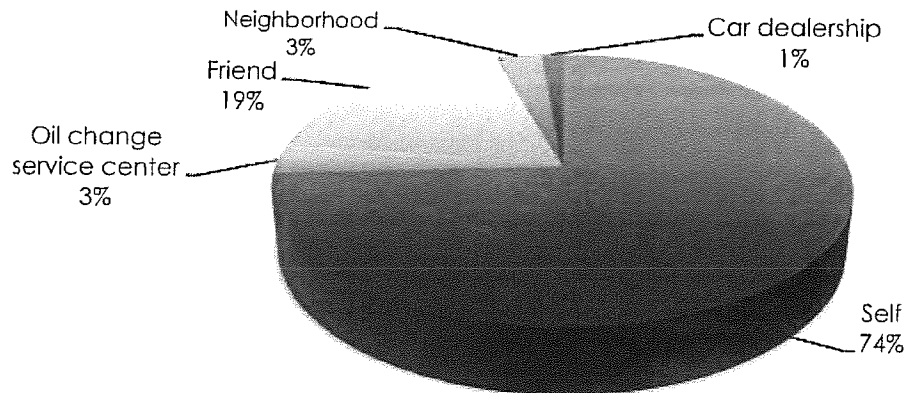


	First time	During past 6 months	During past 6 months - 1 year	During past 1 - 2 years	Over 2 years ago	Total
When did you begin recycling used oil filters?	77	32	32	29	329	499

OPP6 Program Evaluation – Part I

- 74% of survey participants performs oil changes themselves

Who performs oil changes?

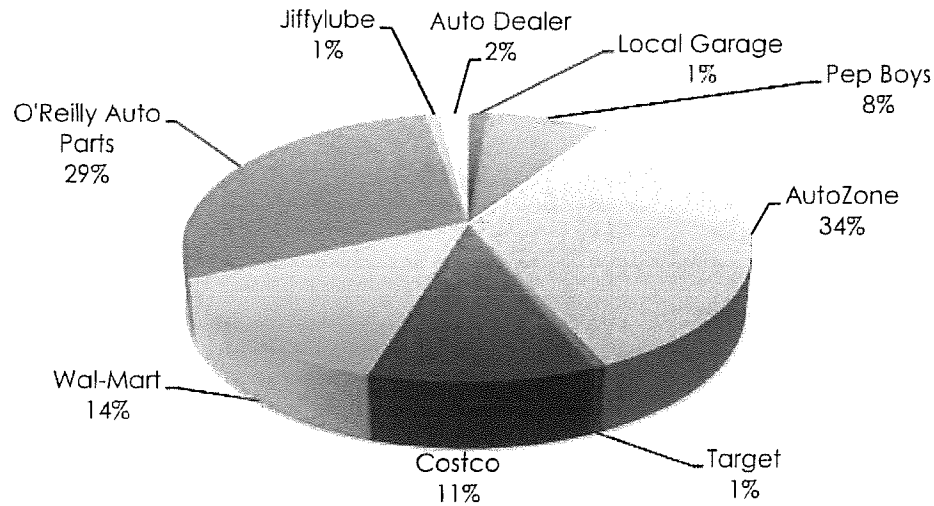


Self	408
Oil change service center	17
Friend	102
Neighborhood	17
Car dealership	8
Other	0
Total	552

OPP6 Program Evaluation – Part I

- 29% survey participants buy motor oil and oil filters at O'Reilly Auto Parts

Where Do you buy oil/oil filters

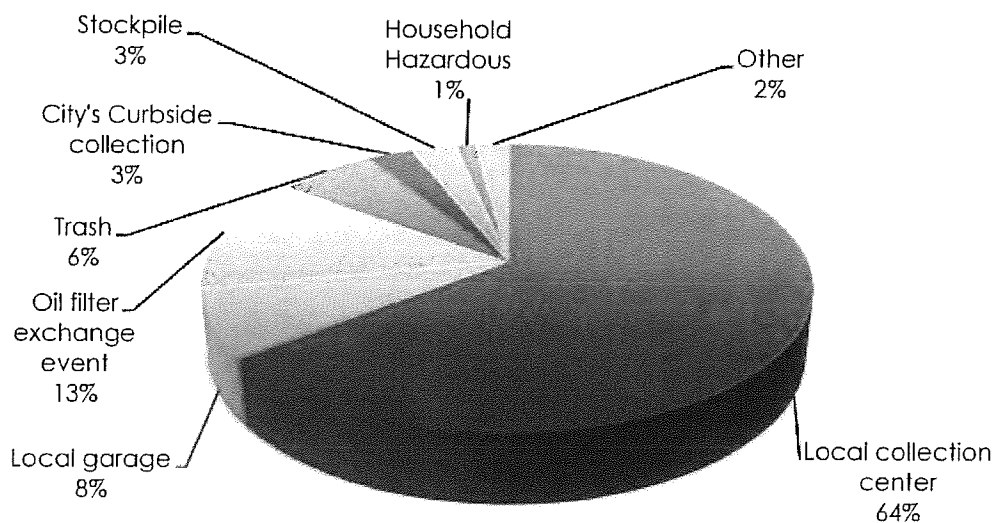


Local Garage	12
Pep Boys	61
AutoZone	269
Target	5
Costco	86
Wal-Mart	108
O'Reilly Auto Parts	229
Jiffylube	7
Auto Dealer	15
Other	0
Total	792

OPP6 Program Evaluation – Part I

- 64% of survey participants dispose of used oil filter at local collection center

Where Do you dispose of used oil filters/oil?

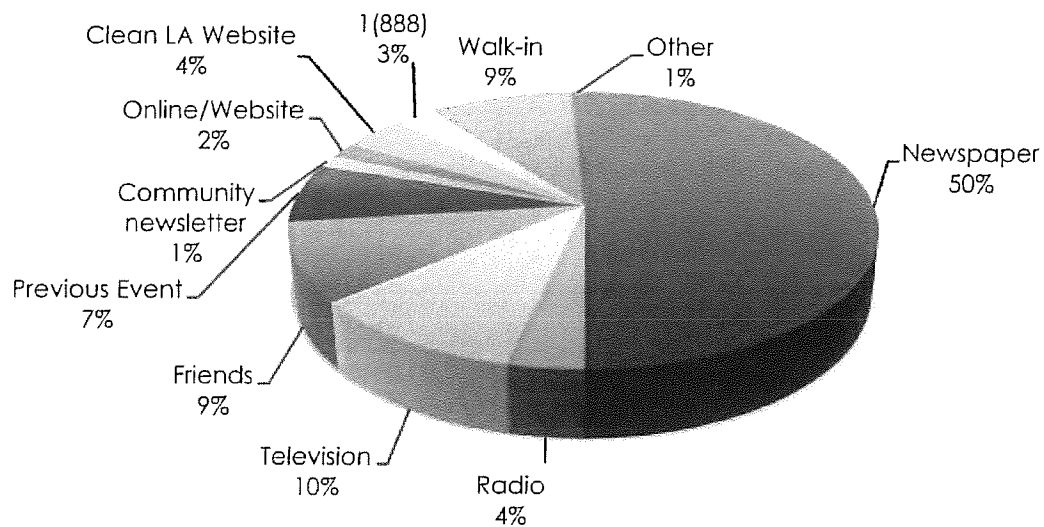


Local collection	383
Local garage	44
Oil filter exchange	78
Trash	37
City's Curbside collection	17
Stockpile	16
Household Hazardous	8
Other	12
Total	595

OPP6 Program Evaluation – Part I

- 50% of survey participants heard of the event through newspaper

How did you hear of this event?

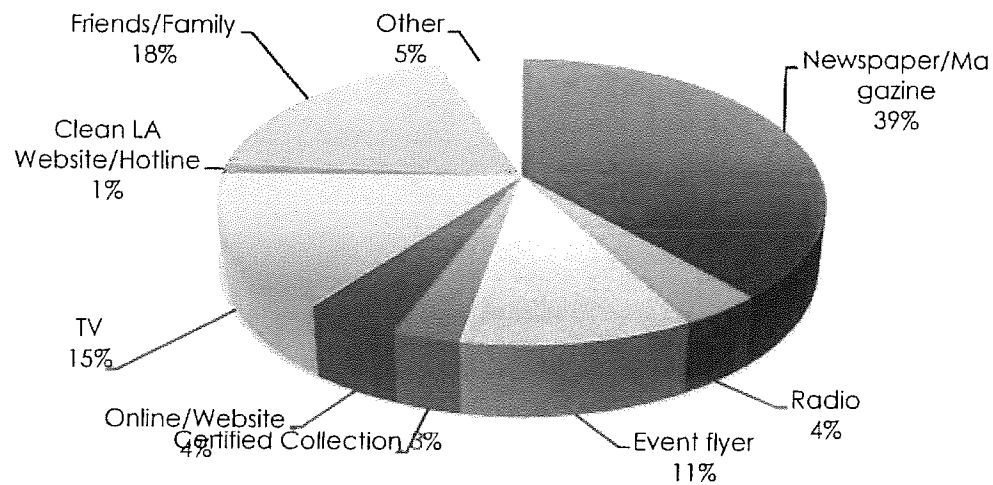


Newspaper	273
Radio	19
Television	57
Friends	50
Event	38
Community newsletter	7
Online/Website	11
Clean LA Website	22
1(888)	14
Walk-in	51
Other	5
Total	547

OPP6 Program Evaluation – Part I

- 39% of survey participants learned the importance to recycle used oil filters through print advertisement

How did you know the importance of recycling used oil filters?

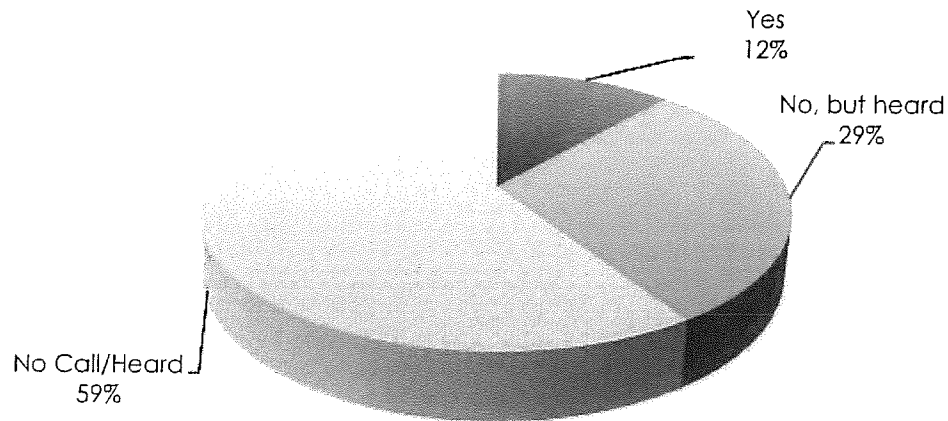


Newspaper/Magazine	194
Radio	19
Event flyer	53
Certified Collection	15
Online/Website	22
TV	76
Clean LA Website/Hotline	7
Friends/Family	92
Other	27
Total	505

OPP6 Program Evaluation – Part I

- 12% of survey participants have called the hotline

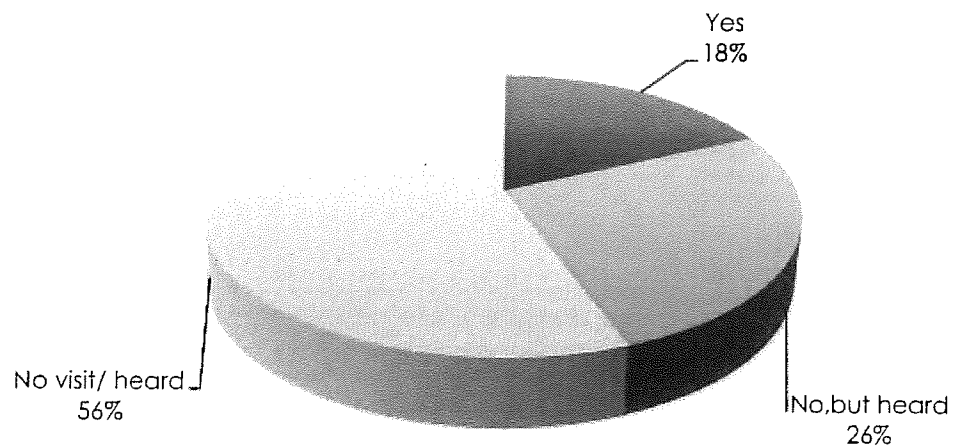
Called Hotline?



	Yes	No, but heard	No Call/Heard	Total
Called Hotline?	60	151	310	521

- 18% of survey participants have visited the website

Visited Website?



	Yes	No, but heard	No visit/ heard	Total
Visited Website?	94	136	291	521

OPP6 Program Evaluation – Part II

Exhibit U

Task 9: Special Event Survey Results

Public Works participated in the following special events:

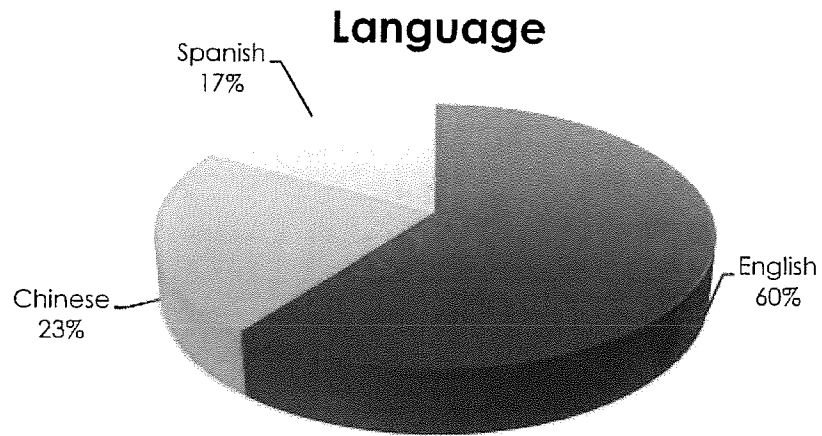
1. Inglewood Hispanic Heritage Festival (September 17, 2016)
2. Lawndale Blues and Jazz Music Festival (September 24, 2016)
3. Sabor De Mexico Lindo Festival (October 1, 2016)
4. Alhambra E-Waste Collection Event (October 22, 2016)
5. Monterey Park Lunar New Year Festival (January 28, 2017)
6. San Gabriel Lunar New Year Festival (January 28, 2017)
7. Alhambra Lunar New Year Festival (February 11, 2017)
8. San Fernando Outdoor Swap Meet (March 11, 2017)

Below is a summary of the key findings gathered from a total of 444 surveys at the eight Special Events:

Special Events – Survey Key Findings	Percentage
Male	67%
Hispanic/Latino respondents	32%
Asian American respondents	57%
51+ years old	43%
English language preference	60%
Previously recycled oil filters	83%
Began recycling their oil filters more than two years ago	75%
Change their own oil	74%
Purchase oil/filters at AutoZone	32%
Purchase oil/filters at O'Reilly Auto Parts	19%
Dispose of their oil filters/oil at Local Collection Centers (i.e. O'Reilly or AutoZone)	59%
Learned to recycle their oil filters from friends and family	28%
Learned to recycle their oil filters from print advertisements	14%
Have called the 1 (888) CLEAN LA hotline	12%
Have visited the CLEAN LA website	13%

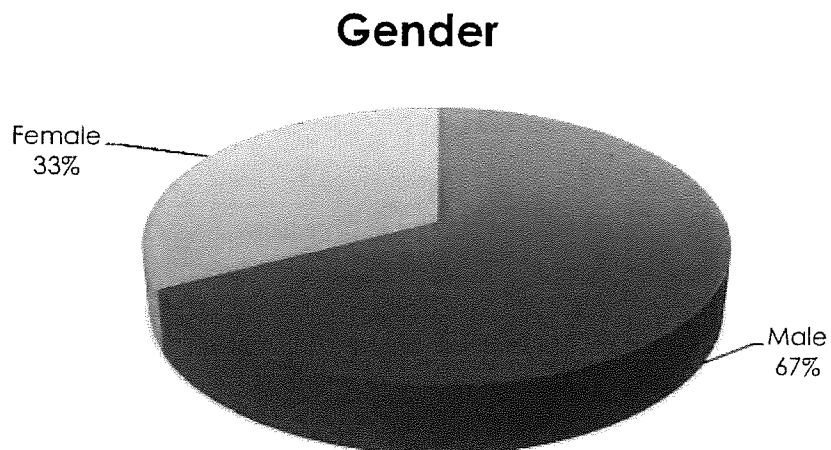
OPP6 Program Evaluation – Part II

- Language: 60% of surveys were taken in English



	English	Chinese	Spanish	Total
Language	267	101	76	444

- Gender: 67% of survey participants were male

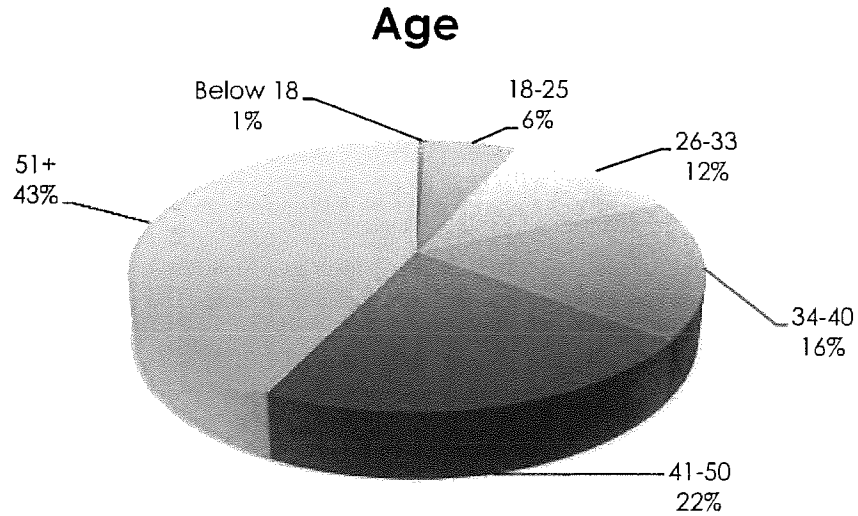


	Male	Female	Total
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OPP6 Program Evaluation – Part II

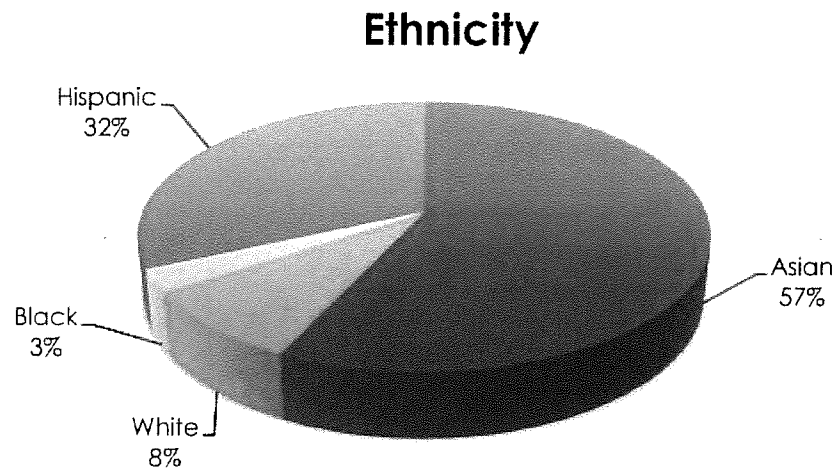
Gender	298	146	444
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- Age: 43% of survey participants were 51+ years old



	Below 18	18-25	26-33	34-40	41-50	51+	Total
Age	3	27	53	73	98	190	444

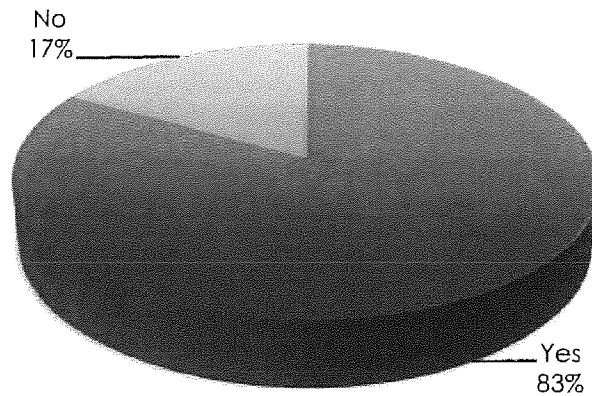
- Ethnicity: 57% of survey participants were Asian



	Asian	White	Black	Hispanic	Other	Total
Ethnicity	253	38	12	141	0	444

OPP6 Program Evaluation – Part II

- 83% of survey participants recycled used oil filters before

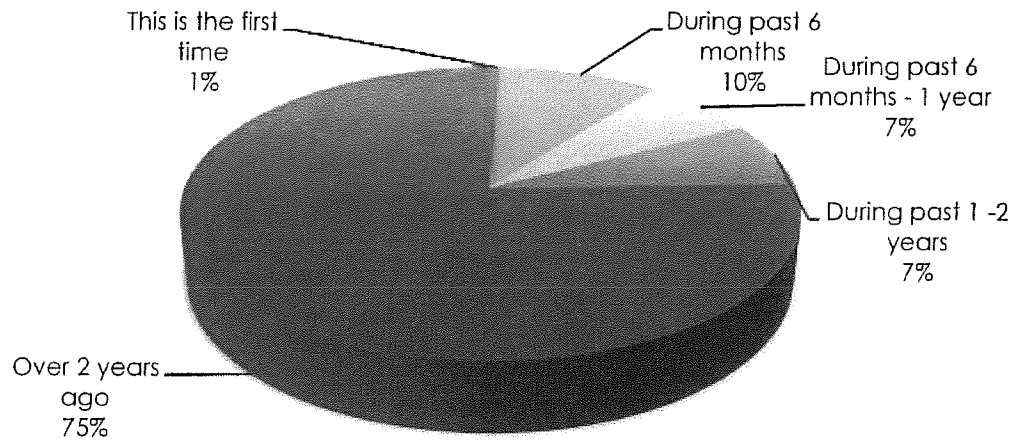
Recycled used oil?

	Yes	No	Total
Recycled used oil?	368	76	444

- 75% of survey participants began recycling used oil filters more than two years ago

 OPP6 Program Evaluation – Part II

When did you begin recycling used oil filters?

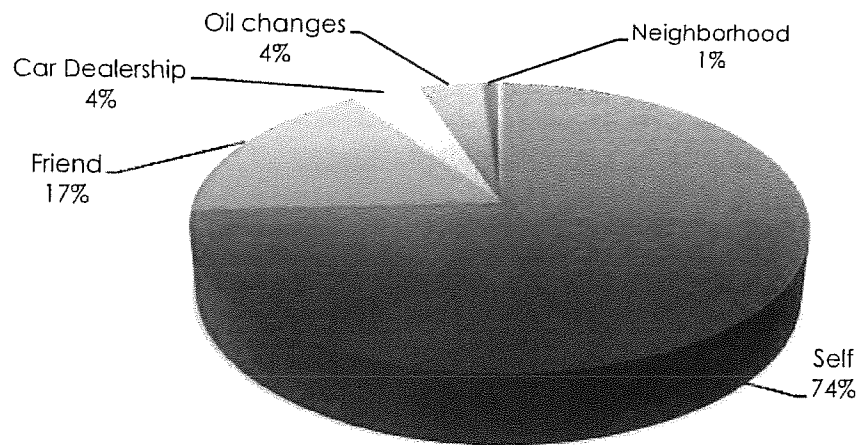


	First time	During past 6 months	Past 6 months - 1 year	Past 1 - 2 years	Over 2 years ago	Total
When did you begin recycling used oil filters?	2	33	23	24	253	335

- 74% of survey participants perform oil changes themselves

OPP6 Program Evaluation – Part II

Who performs oil changes?

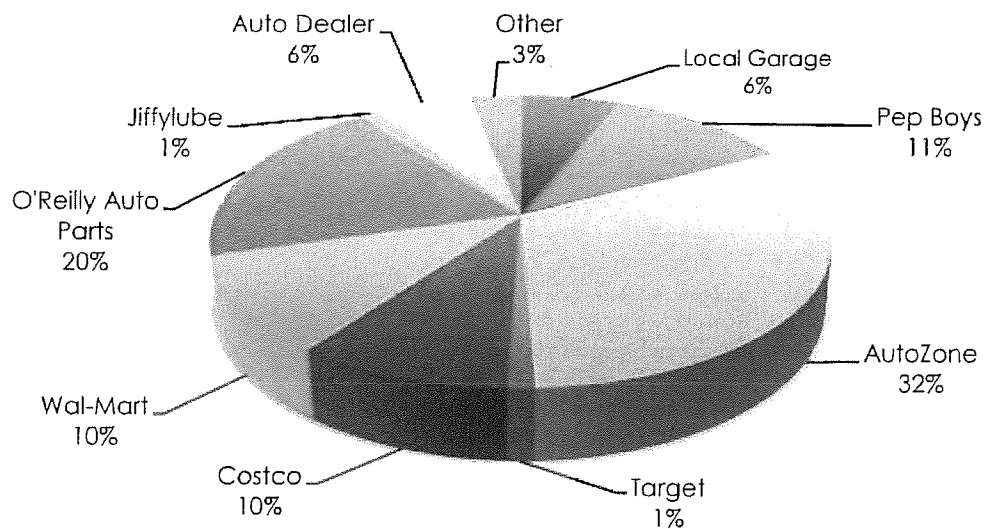


	Self	Friend	Car Dealership	Oil changes	Neighborhood	Other	Total
Who performs oil changes?	368	84	21	20	5	1	499

- 32% survey participants buy motor oil and oil filters at AutoZone

OPP6 Program Evaluation – Part II

Where Do you buy oil/oil filters?

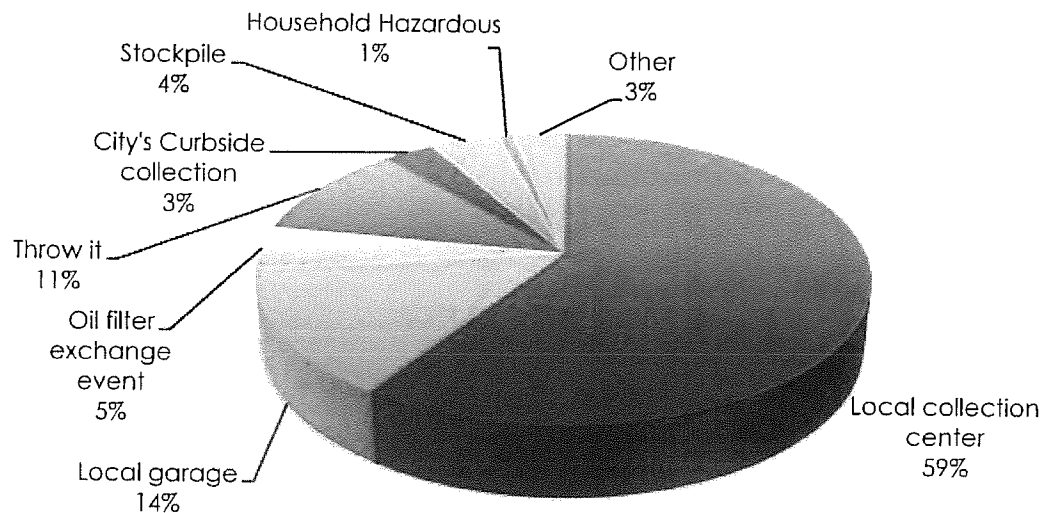


Local Garage	37
Pep Boys	66
AutoZone	192
Target	7
Costco	57
Wal-Mart	62
O'Reilly Auto Parts	116
Jiffylube	7
Auto Dealer	34
Other	20
Total	598

- 59% of survey participants dispose of used oil filter at local collection center

OPP6 Program Evaluation – Part II

Where Do You Dispose of Used Oil/Oil Filters?

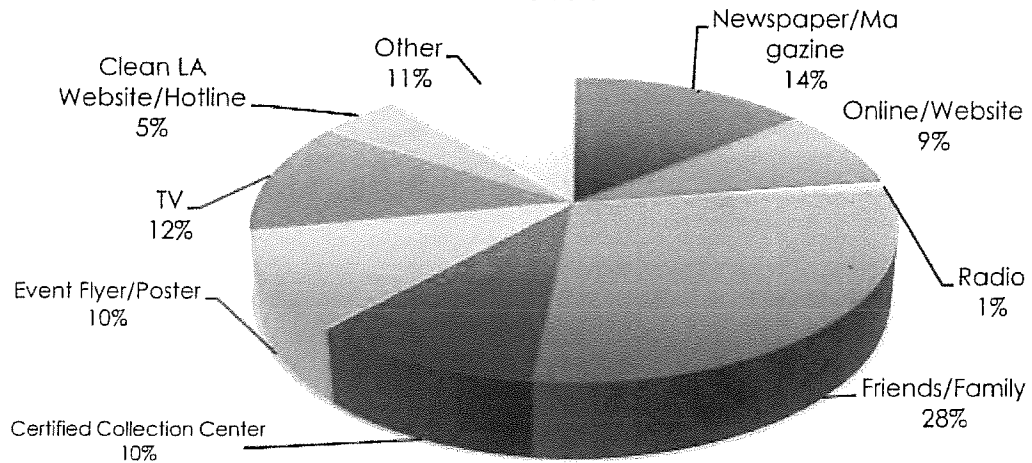


Local collection	282
Local garage	66
Oil filter exchange	23
Throw it	51
City's Curbside collection	16
Stockpile	20
Household Hazardous	5
Other	15
Total	478

- 14% of survey participants learned about recycling used oil filters through print advertisement

 OPP6 Program Evaluation – Part II

How did you learn about the importance of recycling used oil filters?

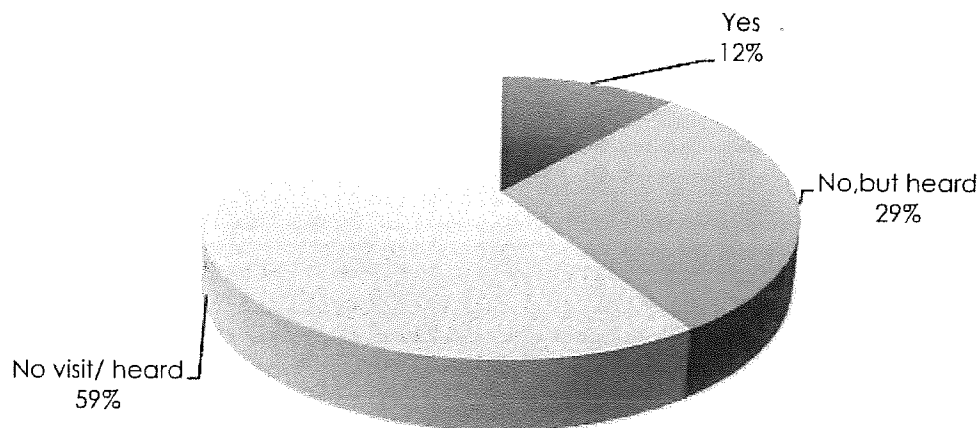


Newspaper/Magazine	47
Online/Website	28
Radio	3
Friends/Family	93
Certified Collection Center	33
Event Flyer/Poster	34
TV	40
Clean LA Website/Hotline	16
Other	37
Total	331

- 59% of survey participants have heard of the hotline number, but never called it

OPP6 Program Evaluation – Part II

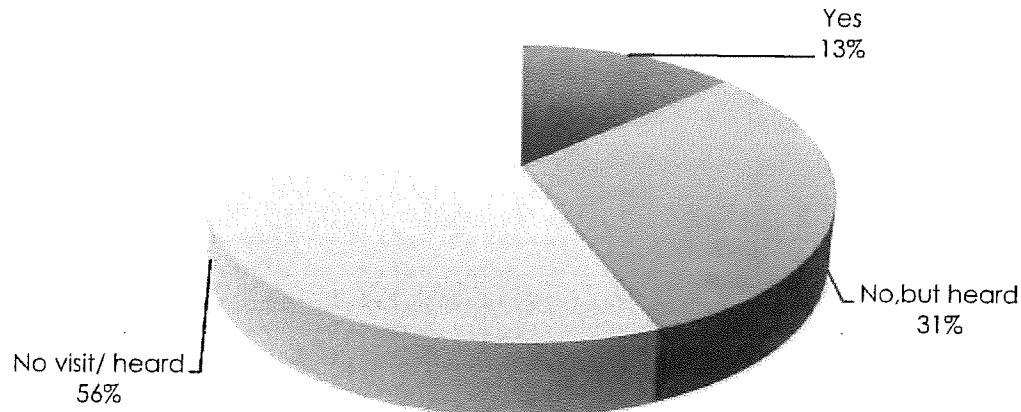
Have you ever called the hotline?



	Yes	No, but heard	No visit/ heard	Total
Have you ever called the hotline?	51	130	263	444

- 56% of survey participants have heard of the website, but never visited it

Visited Website?



	Yes	No, but heard	No visit/ heard	Total
Visited Website?	59	136	249	444