



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE: **AS-0**

April 16, 2012

NOTICE OF REQUEST FOR PROPOSALS FOR ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2012-AN014)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Elementary School Environmental Education Program (2012-AN014). The total annual contract amount of this service is \$950,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458-4057 or emanoukian@dpw.lacounty.gov, or from Mr. Eric Fong at (626) 458-4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

The County's K-6 grade education program is called the Environmental Defenders Program (Program). The purpose of the Program is to educate students in public and private schools (K-6 grade) about stormwater pollution prevention, water conservation, household hazardous waste, the four Rs (Reduce, Reuse, Recycle, and Rethink), and other waste reduction messages. The Environmental Defenders characters are well known by the students and offer a continued branding to the Program. Information regarding the Environmental Defenders may be accessed at <http://dpw.lacounty.gov/epd/defenders/index.cfm>.

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

1. Proposing entity or its managing employee(s), who shall be the **direct employee** (as defined in Exhibit B, Service Contract General Requirements, Section 1.B, Definitions, on page B.2) of the proposing entity, must have a minimum of five years of experience in planning and implementing public and/or private

education and outreach/event programs. The proposal shall include at least two examples of such programs that were implemented within the last ten years by the Proposing entity or its managing employee.

Important Note: This minimum mandatory requirement must be met by the proposing entity or its managing employee(s) and subcontracting is not allowed.

2. Proposer's staff assigned to oversee this Program must have a minimum of two years of experience with environmental-related public and/or private education and outreach campaigns within the last ten 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 shall include examples, such as a copy of a presentation video or program brochure to support this minimum mandatory requirement.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

3. Proposer's staff shall have a minimum of three years of experience conducting assessments and research evaluations.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

4. Proposer's staff conducting website enhancements and development of a new children's website must have a minimum of three years of experience within the last ten years programming in Microsoft.Net(C#) and HTML, specifically, preparing website requirements, comps, design, and mock-ups; and developing, building, enhancing, and maintaining children's websites.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

A Proposers' Conference will be held on **Wednesday May 2, 2012, at 2 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the

conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, May 17, 2012, at 5:30 p.m. Please direct your questions to Mr. Manoukian or Mr. Fong at the numbers listed on the first page.



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

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read 'J. Williams', with a long horizontal line extending to the right.

JACOB WILLIAMS
Assistant Director

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Enc.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

**ELEMENTARY SCHOOL ENVIRONMENTAL
EDUCATION PROGRAM (2012-AN014)**



Approved 4/16, 2012

Gail Farber

Director of Public Works

By: 

Assistant Director

REQUEST FOR PROPOSALS
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2012-AN014)

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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

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

B. Minimum Mandatory Requirements

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

1. Proposing entity or its managing employee(s), who shall be the **direct employee** (as defined in Exhibit B, Service Contract General Requirements, Section 1.B, Definitions, on page B.2) of the proposing entity, must have a minimum of five years' experience in planning and implementing public and/or private education and outreach/event programs. The proposal shall include at least two examples of such programs that were implemented within the last ten years by the Proposing entity or its managing employee.

Important Note: This minimum mandatory requirement must be met by the proposing entity or its managing employee(s) and subcontracting is not allowed.

2. Proposer's staff assigned to oversee this Program must have a minimum of two years' experience with environmental-related public and/or private education and outreach campaigns within the last ten 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 shall include examples, such as copy of a presentation video or program brochure, to support this minimum mandatory requirement.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

3. Proposer's staff shall have a minimum of three years experience conducting assessments and research evaluations.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

4. Proposer's staff conducting website enhancements and development of a new children's website must have a minimum of three years of experience within the last ten years programming in Microsoft.Net(C#) and HTML; specifically preparing website requirements, comps, design, and mock-ups; and developing, building, enhancing and maintaining children's websites.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

C. Contract Analysts

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

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

E-mail: emanoukian@dpw.lacounty.gov
Telephone: (626) 458-4169
Facsimile: (626) 458-4194

E-mail: erfong@dpw.lacounty.gov
Telephone: (626) 458-4077
Facsimile: (626) 458-4194

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

D. Child Support Compliance Program

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

E. County Rights and Responsibilities

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

F. Defaulted Property Tax and Reduction Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both contractors and their subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-17). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (Los Angeles County Code,

Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

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

H. SPARTA Program

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

I. Indemnification and Insurance

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

J. Injury and Illness Prevention Program

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

K. Interpretation of Request for Proposals

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

L. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service Program defines "contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation."

The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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

M. Local Small Business Enterprise Preference Program

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

<http://www.laosb.org/default.asp?id=44>

3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
4. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

(2012-AN014)

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

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

O. Prompt Payment Program

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

P. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

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

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

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

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

Q. Proposal Requirements and Contract Specifications

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

R. Security and Background Investigations

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract who may come into contact with the public including, but not limited to, staff members, Supervisors and subcontractor employees (collectively referred to as "Public Contact Employees"):

1. Each Public Contact Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Public Contact Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.
2. No Public Contact Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Public Contact Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor

determines that there were mitigating circumstances or that the conviction is not related to the Public Contact Employee position and that the Public Contact Employee poses no threat or risk to the County or public.

3. Disqualification of any Public Contact Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.
4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Public Contact Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

S. Transitional Job Opportunities Preference Program

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

T. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm and click on "Vendor Registration Information – Self-Registration." Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be bound and presented in the sequence, with the content, and 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, 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

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation, and assessment. The narrative should thoroughly 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); and
- Provide specific information and resumes for the firm, principals, managing employees, supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded; and
- On a separate subheading provide specific information regarding length and quality of experience provided and the type of service being solicited; and
- Demonstrate how the Proposer and Subcontractors, if any, meet or exceed the requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

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

- Demonstrate that within the last ten years, Proposer's staff assigned to this proposal have successfully planned, coordinated, and implemented at least two public and/or private education and outreach programs that demonstrate skills in event planning, expertise with integrating state curriculum standards into program curriculum, and development of promotional materials. For each program listed, the Proposer or its managing employee(s) must have coordinated school assemblies and community events, if applicable, for the programs; and include:
 - Proposer's slide presentation, videotape, or other material presented at previous school assembly sessions as examples of the Proposer's work product.
 - Description on how school assemblies, if applicable, were conducted and how many students attended each assembly. Provide a list with the number of school assemblies conducted per year.

6. Work Plan

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

Important: As described in Exhibit A, Scope of Work, this Program includes two Implementation Plan options referred to as Scenario One (Comprehensive Environmental Education Program) and Scenario Two: (Solid Waste Reduction Environmental Education Program).

FOR THE PURPOSE OF PROPOSALS SUBMISSION AND EVALUATION, PROPOSER'S WORK PLAN SHALL BE PREPARED ONLY FOR SCENARIO ONE.

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 describe the number of staff who will be committed to this Contract, if awarded. 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.

In addition, the Work Plan, also referred to as Task 1 in Exhibit A, Scope of Work, shall include an executive summary and shall have separate subsections. The Work Plan shall describe in detail how the Proposer plans to accomplish each of the Tasks (2 through 8), as specified in Exhibit A, Scope of Work. Each Task (2 through 8) shall have its own subheading in the Work Plan. For Task 4, include descriptions for odd and even years. In Task 7, include descriptions for the first and second years of the contract. The evaluators may give reduced scores to Work Plans that omit any of the Tasks/Deliverables identified in Exhibit A, Scope of Work. Each Task shall have its own subsection.

The Work Plan shall utilize the Environmental Defenders Program and Environmental Defenders' characters to implement each of the Tasks (1 through 8), as specified in Exhibit A, Scope of Work. If the Work Plan does not utilize the Environmental Defenders Program and/or Environmental Defenders characters the proposal will be rejected and considered nonresponsive.

7. Subcontractors

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

8. Licenses and Certifications

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

9. Insurance

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

10. Forms List

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

- PW-1 Verification of Proposal
- PW-2.1(S.1) Schedule of Prices for Odd Years for Scenario One
- PW-2.2(S.1) Schedule of Prices for Even Years for Scenario One
- PW-2.3(S.1) Summary Schedule of Prices for Odd and Even Years for Scenario One
- PW-2.1(S.2) Schedule of Prices for Odd Years for Scenario Two
- PW-2.2(S.2) Schedule of Prices for Even Years for Scenario Two
- PW-2.3(S.2) Summary Schedule of Prices for Odd and Even Years for Scenario Two
- PW-2.4 (Proposed Annual Price for Scenario One and Two divided by 2) (FOR EVALUATION PURPOSES ONLY)
- 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 Subcontractor
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification form if requesting SBE preference)
- PW-10 GAIN and GROW Employment Commitment
- PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst).
- PW-12 Charitable Contributions Certification
- PW-13 Transitional Job Opportunities Preference Application
- PW-14 Statement of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-18 Proposers Compliance with the Minimum Requirements of the RFP

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

11. Subcontractors' Forms List

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

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

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- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only)
- PW-10 GAIN and GROW Employment Commitment Form
- PW-12 Charitable Contributions Certifications

12. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last Section of the Proposal 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 **eight (8)** complete sets of the Proposal and any related information.
 - One (1) original and five (5) copies.
 - Two (2) electronic copies on a CD 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.

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

deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

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

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

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

B. Altering Solicitation Document

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

C. County Responsibility

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

D. Determination of Proposer Responsibility

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

Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

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

E. Disqualification of Proposers

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

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure

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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. All responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal and corresponding Public Works evaluation documents, Public Works completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the

recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, Public Works recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation and corresponding Public Works evaluation documents become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked 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

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Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the contractor Hearing Board.
3. The contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed subcontractors of Proposer on County contracts.
9. Attachment 2 is a listing of contractors currently debarred.

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. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications 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. Withdrawal of Proposals

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

U. Consultant Independent

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

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works and/or the Chief Executive Office, 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 will comply with the insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements, as evidenced by submitting a completed and signed Form PW-16.
2. Proposer and any subcontractors, if any, have met the GAIN and GROW Programs requirements (Form PW-10).
3. Proposer and any subcontractors, if any, have completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Proposer and any subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establish their entitlement to an exception to the program.
5. Proposer and subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed and signed all Form PW-2s, which includes PW-2.1(S.1), PW-2.2 (S.1), PW-2.3 (S.1), PW-2.1(S.2), PW-2.2 (S.2), PW-2.3 (S.2), and PW-2.4. (Proposer should note that any material change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to be disqualified, at the sole discretion of the County.)
6. Proposer complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, as evidenced by submitting a completed and signed Form PW-18.
7. Proposer has submitted appropriate state license(s) and certification(s) required to perform the service, if any.
8. Proposer is signed in as attending the Proposers' Conference.
9. 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.

10. Proposer's Work Plan utilizes the Environmental Defenders Program and/or Environmental Defenders characters. If the Work Plan does not utilize the Environmental Defenders Program and/or Environmental Defenders characters, the proposal will be rejected and considered nonresponsive.

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 (10 points)

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

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

Subject to such adjustment(s), the lowest Total Proposed Price quoted in the Schedule of Prices (PW-2.4, which is Proposed Annual Price for Scenario One & Two divided by 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 Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this (2012-AN014)

evaluation criterion. The Proposal with the lowest Total Proposed Price may not necessarily be awarded a contract.

2. References (10 points)

Public Works will check at least four of the Proposer's references for overall satisfaction with Proposer's services with priority will be given to services provided in the following order: County of Los Angeles departments, other county departments, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 2.5 points for each responding reference up to a total of four responding references. Proposer's references for all contracts with the County during the previous three years must be listed on Form PW-6, Proposer's Reference List. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. 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. Additionally, a review of terminated contract(s) reported on Form PW-14, Proposer's List of Terminated Contracts, will be conducted which may result in point deductions. 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 (30 points)

Proposer's experience must comply with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements. 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 to the Proposers that successfully demonstrated the following:

- Demonstrate that within the last ten years, Proposer's staff assigned to this proposal have successfully planned, coordinated, and implemented at least two public and/or private education and outreach programs that demonstrate skills in event planning, expertise with integrating state curriculum standards into program curriculum, and development of promotional materials. For each program listed, the Proposer or its managing employee(s) must have coordinated community events and school assemblies, if applicable, for the programs; and must include also:
 - Proposer's slide presentation, videotape, or other material presented at previous school assembly sessions as examples of the Proposer's work product.
 - Description on how school assemblies were conducted and how many students attended each assembly. Provide a list with the number of school assemblies conducted per year.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, and subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments. 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 (40 points)

Important: As described in Exhibit A, Scope of Work, this Program includes two Implementation Plan options referred to as Scenario One (Comprehensive Environmental Education Program) and Scenario Two: (Solid Waste Reduction Environmental Education Program).

FOR THE PURPOSE OF PROPOSALS SUBMISSION AND EVALUATION, PROPOSER'S WORK PLAN SHALL BE PREPARED ONLY FOR SCENARIO ONE.

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 and/or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovative ideas 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.

Higher scores will be awarded to Work Plans which are comprehensive and detailed, include creative and innovation, and are highly likely to lead the Proposer to exceed the performance expectations of the required services.

Please note that creativity and innovation may include, but is not limited to; presentation of new ideas or methods on how to best reach, communicate, and motivate the target audiences; creative use of media; etc. **If the Work Plan does not utilize the Environmental Defenders Program and/or Environmental Defenders characters, the proposal will be rejected and considered nonresponsive.** The Work Plan shall meet the applicable criteria of Task 1 and describe in detail how the Proposer plans to accomplish each of the Tasks 2 through 8 in Exhibit A, Scope of Work. The evaluators may give reduced scores to Work Plans that omit any of the Tasks/Deliverables identified in Exhibit A, Scope of Work, and Part I, Section 2.A.6. Each Task shall have its own subsection.

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 replacing staff, supervision, supplies, equipment, identification badges, safety, communications, quality control, and any other issues. The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the Work Plan, schedules, and other documents.

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)

No additional supplemental information or material shall be submitted during the interview session. Information and material presented at the interview shall be solely limited to information submitted in the proposal.

The Proposer's presentation team consisting of a minimum of three staff (managing employees, staff, programmer, etc.) described in the proposal shall participate in an interview session within two weeks' notice provided by the County. The presentation team will provide a 45 minute presentation on the Experience and Work Plan submitted in its proposal and a 15 minute session for questions and answer from the County.

The evaluators may award a maximum of 10 points in this category. Significant unacceptable weakness in presentation may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

6. Clarification

The County may, at its option, request one or more Proposers to make a written or verbal clarification before a final selection is made.

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal(s), 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 in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the Proposers will not result in a change in the rating of the Proposers. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next highest-rated Proposer who submitted a proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

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

B. Grounds for Review

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

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

C. Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten (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; and
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 timeframe 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); and
 - 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 timeframe 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 timeframe.
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 timeframe 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 timeframe 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 timeframe 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 timeframe for requesting a review by a County Review Panel, paragraph H, below.

H. County Review Panel Process

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for review by a County Review Panel 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 Review Panel is a Proposer;
 - b. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by Public Works); and
 - c. The person or entity requesting review by a County Review Panel 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 Review Panel's review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-2.1(S.1)	SCHEDULE OF PRICES FOR ODD YEARS FOR SCENARIO ONE
PW-2.2(S.1)	SCHEDULE OF PRICES FOR EVEN YEARS FOR SCENARIO ONE
PW-2.3(S.1)	SUMMARY SCHEDULE OF PRICES FOR ODD AND EVEN YEARS FOR SCENARIO ONE
PW-2.1(S.2)	SCHEDULE OF PRICES FOR ODD YEARS FOR SCENARIO TWO
PW-2.2(S.2)	SCHEDULE OF PRICES FOR EVEN YEARS FOR SCENARIO TWO
PW-2.3(S.2)	SUMMARY SCHEDULE OF PRICES FOR ODD AND EVEN YEARS FOR SCENARIO TWO
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PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN 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	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: _____, 2012		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: _____			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: _____			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: _____			
PROPOSER INFORMATION			
6. Proposer's full legal name: _____			Telephone No.: _____
Address: _____			Fax No.: _____
e-mail: _____	County WebVen No.: _____	IRS No.: _____	Business License No.: _____
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
County(s) of Registration: _____		State: _____	Year(s) became DBA: _____
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO: _____	
		Secretary: _____	
<input type="checkbox"/> A general partnership:		Names of partners: _____	
<input type="checkbox"/> A limited partnership:		Name of general partner: _____	
<input type="checkbox"/> A joint venture of:		Names of joint venturers: _____	
<input type="checkbox"/> A limited liability company:		Name of managing member: _____	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:		<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____
Type name and title: _____			

**SCHEDULE OF PRICES
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
BEGINNING WITH YEAR ONE
(2012-AN014)
ODD YEARS FOR SCENARIO ONE**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall include all administrative costs, labor, supervision, materials, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP in the unit rates. The total price indicated for each task is all inclusive of administrative overhead costs, including, but not limited to, the following: mileage, travel stipends, administrative staff hours, brainstorming, strategizing, preparation of materials, and for any necessary revisions or changes as required by the Contract Manager. Contractor shall be responsible to work/stay within Task budget specified. Any change or modification proposed by the Contractor shall be subject to review and approval by the Contact Manager, and shall be executed in the change order. **It is understood and agreed that the unit rates quoted will apply to the actual quantities, whatever they may be.**

Public Works has the option to expand any approved task to better achieve the County's objectives of this Program and/or to reduce or discontinue any approved task due to time constraints, lack of effectiveness, and/or budget constraints. Public Works has the right to reallocate funds, any unspent task funds or surplus funds to better achieve the County's objectives for this Program. PROPOSER IS TO ONLY IDENTIFY OR LIST STAFF WHO WILL WORK DIRECTLY ON OR CONDUCT SAID TASKS.

HOURLY RATES ON THE PW-2.1(S.1) AND PW-2.2(S.1) MUST BE THE SAME. LOWER RATES WILL BE USED TO CALCULATE PRICE IF THERE ARE ANY DISCREPANCIES.

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task1: Elementary School Environmental Education Work Plan – (Annually)	List ONLY staff Title(s) that Apply:			
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 2: School Assembly Presentations (only 2 presenters per assembly)	List ONLY staff Title(s) that Apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
		Subtotal:	\$ _____	
Promotional Materials: (Examples: posters, pledge cards, reusable lunch bags, rulers, etc.)	Type of Promotional Material(s)			
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
		Subtotal:	\$ _____	
Production of Script/Video Modifications	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
		Subtotal:	\$ _____	
Storage Fees (if needed) to store audio/visual equipment/promotional items		Fixed Price	\$ _____	\$ _____
			Subtotal:	\$ _____
Purchase and Replenish Uniforms/Costumes		Fixed Price	\$ _____	\$ _____
			Subtotal:	\$ _____

DESCRIPTION	CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
<p>Task 3: Community Events –</p> <ul style="list-style-type: none"> Includes setup and teardown. Contractor is to absorb costs for booths and any other fees associated with community events. <p>Coordinate and Attend Community Events</p>	<p>List ONLY staff Title(s) that apply:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>List name of Community Event(s)/ Applicable Registration Fees:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p> <p>7. _____</p> <p>8. _____</p> <p>9. _____</p> <p>10. _____</p> <p>_____ Fixed Price</p>	<p>\$_____/hour</p> <p>(Flat Rate of 2 staff)</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>Subtotal:</p> <p>\$_____</p> <p>\$_____</p> <p>Subtotal:</p> <p>\$_____</p>	<p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p> <p>\$_____</p>
<p>Task 4: Annual Assessment of All Tasks</p> <p>A. Focus Groups</p>	<p>List ONLY staff title(s) that apply:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____ Hrs X</p> <p>_____ Hrs X</p> <p>_____ Hrs X</p> <p>_____ Hrs X</p> <p>_____ Hrs X</p> <p>_____ Hrs X</p> <p>_____ Hrs X</p>	<p>\$_____/HR=</p> <p>\$_____/HR=</p> <p>\$_____/HR=</p> <p>\$_____/HR=</p> <p>\$_____/HR=</p> <p>\$_____/HR=</p> <p>\$_____/HR=</p> <p>Subtotal:</p> <p>\$_____</p>

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 5C: Final Report (Annually)	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____ _____	_____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X	\$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= Subtotal:	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Task 6: Outreach to Jurisdictions (Cities within L.A. County)	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____ _____	_____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X	\$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= Subtotal:	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Task 7: Website Enhancements Contractor shall be paid upon completion for any enhancements or maintenance (i.e. modifications to the existing website and new children's website on an as-needed basis)	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____ _____	_____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X	\$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= \$ _____/HR= Subtotal	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 8: Super Environmental Defenders and Additional Outreach to Students/Teachers	Type of Promotional Material(s)			
		_____ X	\$ _____ /UNIT=	\$ _____
		_____ X	\$ _____ /UNIT=	\$ _____
	Promotional Materials: (Examples: Pledge Cards, CD, Certificates, Postage, etc.)	_____ X	\$ _____ /UNIT=	\$ _____
		_____ X	\$ _____ /UNIT=	\$ _____
		_____ X	\$ _____ /UNIT=	\$ _____
		_____ X	\$ _____ /UNIT=	\$ _____
			Subtotal:	\$ _____
Enhancements to Program		_____ X	\$ _____ /UNIT	\$ _____
			Subtotal:	\$ _____
ODD YEARS TOTAL ANNUAL PRICE (NOT TO EXCEED \$947,000)		\$ _____		
Equipment Replacement Allowance		\$3,000.00		
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 (IF APPLICABLE)	
PROPOSER'S ADDRESS:				
PHONE	FACSIMILE		E-MAIL	

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**SCHEDULE OF PRICES
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
BEGINNING WITH YEAR TWO
(2012-AN014)
EVEN YEARS FOR SCENARIO ONE**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall include all administrative costs, labor, supervision, materials, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP in the unit rates. The total price indicated for each task is all inclusive of administrative overhead costs, including, but not limited to, the following: mileage, travel stipends, administrative staff hours, brainstorming, strategizing, preparation of materials, and for any necessary revisions or changes as required by the Contract Manager. Contractor shall be responsible to work/stay within Task budget specified. Any change or modification proposed by the Contractor shall be subject to review and approval by the Contact Manager, and shall be executed in the change order. **It is understood and agreed that the unit rates quoted will apply to the actual quantities, whatever they may be.**

Public Works has the option to expand any approved task to better achieve the County's objectives of this Program and/or to reduce or discontinue any approved task due to time constraints, lack of effectiveness, and/or budget constraints. Public Works has the right to reallocate funds, any unspent task funds or surplus funds to better achieve the County's objectives for this Program. PROPOSER IS TO ONLY IDENTIFY OR LIST STAFF WHO WILL WORK DIRECTLY ON OR CONDUCT SAID TASKS.

HOURLY RATES ON THE PW-2.1 AND PW-2.2 MUST BE THE SAME. LOWER RATES WILL BE USED TO CALCULATE PRICE IF THERE ARE ANY DISCREPANCIES.

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 1: Elementary School Environmental Education Work Plan – (Annually)	List ONLY Staff Title(s) that Apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 2: School Assembly Presentations (only 2 presenters per assembly)	List ONLY staff Title(s) that Apply:			
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
Promotional Materials: (Examples: posters, pledge cards, reusable lunch bags, rulers, etc.)	Type of Promotional Material(s)			
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
			Subtotal:	\$ _____
Production of Script/Video Modifications		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
Storage Fees (if needed) to store audio/visual equipment/promotional items				
		Fixed Price	\$ _____	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 2 (continued)		Fixed Price	\$ _____	\$ _____
Purchase and Replenish Uniforms/Costumes				
			Subtotal:	\$ _____
Task 3: Community Events – • Includes setup and teardown. • Contractor is to absorb costs for booths and any other fees associated with community events.	List ONLY staff Title(s) that apply: _____ _____ _____ _____ _____ _____ _____		\$ _____/hour (Flat Rate of 2 staff)	\$ _____
Coordinate and attend community events	List Name of Community Event(s)/ Applicable Registration Fees: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____		\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Purchase polo shirts		Fixed Price	\$ _____	\$ _____
			Subtotal:	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 4: Annual Assessment of All Tasks B. Evaluation Studies	List ONLY staff title(s) that apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
Task 5C: Final Report (Annually)	List ONLY staff title(s) that apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
Task 6: Outreach to Jurisdictions (Cities within L.A. County)	List ONLY staff title(s) that apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 7: Website Enhancements	List ONLY staff title(s) that apply:			
Contractor shall be paid upon completion for any enhancements or maintenance (i.e. modifications to the existing website and new children's website on an as-needed basis)	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
Develop, implement, and provide six months post implementation support for the new Environmental Defenders children's website	_____	N/A	Subtotal	\$ _____
	_____		Fixed Price	\$ _____
	_____		Subtotal	_____
Task 8: Super Environmental Defenders Program and Additional Outreach to Students/Teachers	Type of Promotional Material(s)			
Promotional Materials: (Examples: Pledge Cards, CD, Certificates, Postage, etc.)	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
	_____	_____ X	\$ _____/UNIT=	\$ _____
Enhancements to Program		_____ X	\$ _____/UNIT=	\$ _____
			Subtotal:	\$ _____
EVEN YEARS TOTAL ANNUAL PRICE (NOT TO EXCEED \$947,000):		\$ _____		
Equipment Replacement		\$ 3,000.00		

DESCRIPTION	CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Allowance			
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 (IF APPLICABLE)	
PROPOSER'S ADDRESS:			
PHONE	FACSIMILE	E-MAIL	

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**SCHEDULE OF PRICES
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(2012-AN014)**

ODD AND EVEN YEARS FOR SCENARIO ONE

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall include all administrative costs, labor, supervision, materials, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP in the unit rates. The total price indicated for each task is all inclusive of administrative overhead costs, including, but not limited to, the following: mileage, travel stipends, administrative staff hours, brainstorming, strategizing, preparation of materials, and for any necessary revisions or changes as required by the Contract Manager. Contractor shall be responsible to work/stay within Task budget specified. Any change or modification proposed by the Contractor shall be subject to review and approval by the Contact Manager, and shall be executed in the change order. **It is understood and agreed that the unit rates quoted will apply to the actual quantities, whatever they may be.**

ODD AND EVEN YEAR ANNUAL PRICE MUST BE THE SAME ON THE PW-2.1(S.1) AND PW-2.2. (S.2) LOWER RATES WILL BE USED TO CALCULATE PRICE IF THERE ARE ANY DISCREPANCIES.

ODD YEAR ANNUAL PRICE FROM PW-2.1 (S.1) (NOT-TO-EXCEED \$947,000):		\$ _____
EVEN YEAR ANNUAL PRICE FROM PW-2.2(S.1) (NOT-TO-EXCEED \$947,000):		\$ _____
TOTAL PROPOSED PRICE (ODD AND EVEN YEARS ANNUAL PRICE FOR TWO CONSECUTIVE CONTRACT TERMS FROM PW-2.1 AND PW-2.2) (NOT-TO-EXCEED \$1,894,000):		\$ _____
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 (IF APPLICABLE)
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

**SCHEDULE OF PRICES
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
BEGINNING WITH YEAR ONE
(2012-AN014)
ODD YEARS FOR SCENARIO TWO**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall include all administrative costs, labor, supervision, materials, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP in the unit rates. The total price indicated for each task is all inclusive of administrative overhead costs, including, but not limited to, the following: mileage, travel stipends, administrative staff hours, brainstorming, strategizing, preparation of materials, and for any necessary revisions or changes as required by the Contract Manager. Contractor shall be responsible to work/stay within Task budget specified. Any change or modification proposed by the Contractor shall be subject to review and approval by the Contact Manager, and shall be executed in the change order. **It is understood and agreed that the unit rates quoted will apply to the actual quantities, whatever they may be.**

Public Works has the option to expand any approved task to better achieve the County's objectives of this Program and/or to reduce or discontinue any approved task due to time constraints, lack of effectiveness, and/or budget constraints. Public Works has the right to reallocate funds, any unspent task funds or surplus funds to better achieve the County's objectives for this Program. PROPOSER IS TO ONLY IDENTIFY OR LIST STAFF WHO WILL WORK DIRECTLY ON OR CONDUCT SAID TASKS.

HOURLY RATES ON THE PW-2.1 (S.2) AND PW-2.2(S.2) MUST BE THE SAME. LOWER RATES WILL BE USED TO CALCULATE PRICE IF THERE ARE ANY DISCREPANCIES.

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task1: Elementary School Environmental Education Work Plan – (Annually)	List ONLY staff Title(s) that Apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 2: School Assembly Presentations (only 2 presenters per assembly)	List ONLY staff Title(s) that Apply:			
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
Promotional Materials: (Examples: posters, pledge cards, reusable lunch bags, rulers, etc.)	Type of Promotional Material(s)			
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
			Subtotal:	\$ _____
Production of Script/Video Modifications		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
Storage Fees (if needed) to store audio/visual equipment/promotional items			\$ _____	\$ _____
		Fixed Price		
		Subtotal:	\$ _____	

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 2 (continued)		Fixed Price		
Purchase and Replenish Uniforms/Costumes			\$ _____	\$ _____
			Subtotal:	\$ _____
Task 3: Community Events – • Includes setup and teardown. • Contractor is to absorb costs for booths and any other fees associated with community events.	List ONLY staff Title(s) that apply: _____ _____ _____ _____ _____ _____ _____		\$ _____/hour (Flat Rate of 2 staff)	\$ _____
Coordinate and Attend Community Events	List name of Community Event(s)/ Applicable Registration Fees: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____		\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
			Subtotal:	\$ _____
Purchase Polo Shirts	_____ Fixed Price		\$ _____	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 4: Annual Assessment of All Tasks A. Focus Groups	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____Hrs X	\$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR=	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____
			Subtotal:	\$_____
Task 5C: Final Report (Annually)	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____Hrs X	\$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR=	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____
			Subtotal:	\$_____
Task 6: Outreach to Jurisdictions (Cities within L.A. County)	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____Hrs X	\$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR=	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____
			Subtotal:	\$_____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 7: Website Enhancements Contractor shall be paid upon completion for any enhancements or maintenance (i.e. modifications to the existing website and new children's website on an as-needed basis)	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____	_____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X	\$ _____ /HR= \$ _____ /HR= \$ _____ /HR= \$ _____ /HR= \$ _____ /HR= \$ _____ /HR= Subtotal	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Task 8: Super Environmental Defenders and Additional Outreach to Students/Teachers Promotional Materials: (Examples: Pledge Cards, CD, Certificates, Postage, etc.) Enhancements to Program	Type of Promotional Material(s) _____ _____ _____ _____ _____ _____	_____ X _____ X _____ X _____ X _____ X _____ X _____ X	\$ _____ /UNIT= \$ _____ /UNIT= \$ _____ /UNIT= \$ _____ /UNIT= \$ _____ /UNIT= \$ _____ /UNIT= Subtotal: \$ _____ \$ _____ /UNIT Subtotal:	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
ODD YEARS TOTAL ANNUAL PRICE (NOT TO EXCEED \$757,000)		\$ _____		
Equipment Replacement Allowance		\$3,000.00		
LEGAL NAME OF PROPOSER				
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL				

FORM PW-2.1(S.2)

DESCRIPTION	CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
TITLE OF AUTHORIZED PERSON			
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)	
PROPOSER'S ADDRESS:			
PHONE	FACSIMILE	E-MAIL	

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**SCHEDULE OF PRICES
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
BEGINNING WITH YEAR TWO
(2012-AN014)
EVEN YEARS FOR SCENARIO TWO**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall include all administrative costs, labor, supervision, materials, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP in the unit rates. The total price indicated for each task is all inclusive of administrative overhead costs, including, but not limited to, the following: mileage, travel stipends, administrative staff hours, brainstorming, strategizing, preparation of materials, and for any necessary revisions or changes as required by the Contract Manager. Contractor shall be responsible to work/stay within Task budget specified. Any change or modification proposed by the Contractor shall be subject to review and approval by the Contact Manager, and shall be executed in the change order. **It is understood and agreed that the unit rates quoted will apply to the actual quantities, whatever they may be.**

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HOURLY RATES ON THE PW-2.1(S.2) AND PW-2.2(S.2) MUST BE THE SAME. LOWER RATES WILL BE USED TO CALCULATE PRICE IF THERE ARE ANY DISCREPANCIES.

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 1: Elementary School Environmental Education Work Plan – (Annually)	List ONLY Staff Title(s) that Apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 2: School Assembly Presentations (only 2 presenters per assembly)	List ONLY staff Title(s) that Apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	Promotional Materials: (Examples: posters, pledge cards, reusable lunch bags, rulers, etc.)	Type of Promotional Material(s)		
_____		_____ X	\$ _____/UNIT=	\$ _____
_____		_____ X	\$ _____/UNIT=	\$ _____
_____		_____ X	\$ _____/UNIT=	\$ _____
_____		_____ X	\$ _____/UNIT=	\$ _____
_____		_____ X	\$ _____/UNIT=	\$ _____
_____		_____ X	\$ _____/UNIT=	\$ _____
Production of Script/Video Modifications			_____ Hrs X	\$ _____/HR=
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	Storage Fees (if needed) to store audio/visual equipment/promotional items			
Purchase and Replenish Uniforms/Costumes				

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 3: Community Events – <ul style="list-style-type: none"> Includes setup and teardown. Contractor is to absorb costs for booths and any other fees associated with community events. 	List ONLY staff Title(s) that apply: _____ _____ _____ _____ _____		\$_____/hour (Flat Rate of 2 staff)	\$_____
Coordinate and attend community events	List Name of Community Event(s)/ Applicable Registration Fees: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____		\$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____
Purchase polo shirts	_____ Fixed Price		\$_____	\$_____
			Subtotal:	\$_____
			Subtotal:	\$_____
Task 4: Annual Assessment of All Tasks B. Evaluation Studies	List ONLY staff title(s) that apply: _____ _____ _____ _____ _____ _____	_____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X _____ Hrs X	\$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR= \$_____/HR=	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____
			Subtotal:	\$_____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 5C: Final Report (Annually)	List ONLY staff title(s) that apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
Task 6: Outreach to Jurisdictions (Cities within L.A. County)	List ONLY staff title(s) that apply:			
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
Task 7: Website Enhancements	List ONLY staff title(s) that apply:			
Contractor shall be paid upon completion for any enhancements or maintenance (i.e. modifications to the existing website and new children's website on an as-needed basis)		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
Develop, implement, and provide six months post implementation support for the new Environmental Defenders children's website		N/A	Subtotal	\$ _____
			Fixed Price	\$ _____
			Subtotal	_____
Task 8: Super Environmental Defenders Program and Additional Outreach to Students/Teachers	Type of Promotional Material(s)			
Promotional Materials: (Examples: Pledge Cards, CD, Certificates, Postage, etc.)		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
		_____ X	\$ _____/UNIT=	\$ _____
Enhancements to Program		_____ X	\$ _____/UNIT=	\$ _____
			Subtotal:	\$ _____
EVEN YEARS TOTAL ANNUAL PRICE (NOT TO EXCEED \$757,000):		\$ _____		
Equipment Replacement Allowance		\$ 3,000.00		

FORM PW-2.2 (S.2)

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours x unit rate)
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 (IF APPLICABLE)	
PROPOSER'S ADDRESS:				
PHONE	FACSIMILE		E-MAIL	

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**SCHEDULE OF PRICES
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(2012-AN014)**

ODD AND EVEN YEARS FOR SCENARIO TWO

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall include all administrative costs, labor, supervision, materials, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP in the unit rates. The total price indicated for each task is all inclusive of administrative overhead costs, including, but not limited to, the following: mileage, travel stipends, administrative staff hours, brainstorming, strategizing, preparation of materials, and for any necessary revisions or changes as required by the Contract Manager. Contractor shall be responsible to work/stay within Task budget specified. Any change or modification proposed by the Contractor shall be subject to review and approval by the Contact Manager, and shall be executed in the change order. **It is understood and agreed that the unit rates quoted will apply to the actual quantities, whatever they may be.**

ODD AND EVEN YEAR ANNUAL PRICE MUST BE THE SAME ON THE PW-2.1 (S.2) AND PW-2.2 (S.2). LOWER RATES WILL BE USED TO CALCULATE PRICE IF THERE ARE ANY DISCREPANCIES.

ODD YEAR ANNUAL PRICE FROM PW-2.1(S.2) (NOT-TO-EXCEED \$757,000):		\$ _____
EVEN YEAR ANNUAL PRICE FROM PW-2.2 (S.2) (NOT-TO-EXCEED \$757,000):		\$ _____
TOTAL PROPOSED PRICE (ODD AND EVEN YEARS ANNUAL PRICE FOR TWO CONSECUTIVE CONTRACT TERMS FROM PW-2.1(S.2) AND PW-2.2 (S.2) (NOT-TO-EXCEED \$1,514,000):		\$ _____
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 (IF APPLICABLE)
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

**SCHEDULE OF PRICES
FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(2012-AN014)**

**PROPOSED ANNUAL PRICE FOR SCENARIO ONE & TWO DIVIDED BY 2
(FOR EVALUATION PURPOSES ONLY)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall include all administrative costs, labor, supervision, materials, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP in the unit rates. The total price indicated for each task is all inclusive of administrative overhead costs, including, but not limited to, the following: mileage, travel stipends, administrative staff hours, brainstorming, strategizing, preparation of materials, and for any necessary revisions or changes as required by the Contract Manager. Contractor shall be responsible to work/stay within Task budget specified. Any change or modification proposed by the Contractor shall be subject to review and approval by the Contract Manager, and shall be executed in the change order. **It is understood and agreed that the unit rates quoted will apply to the actual quantities, whatever they may be.**

1: SCENARIO ONE:	
TOTAL PROPOSED PRICE ODD AND EVEN YEARS ANNUAL PRICE FOR TWO CONSECUTIVE CONTRACT TERMS FROM PW-2.1(S.1) AND PW-2.2(S.2) (NOT-TO-EXCEED \$1,894,000):	\$ _____
2: SCENARIO TWO:	
TOTAL PROPOSED PRICE ODD AND EVEN YEARS ANNUAL PRICE FOR TWO CONSECUTIVE CONTRACT TERMS FROM PW-2.1(S.2) AND PW-2.2(S.2) (NOT-TO-EXCEED \$1,514,000):	\$ _____
TOTAL PROPOSED PRICE [(Proposed Price for Scenario One + Scenario Two) divided by 2] (FOR EVALUATION PURPOSES ONLY)	\$ _____

FORM PW-2.4

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 (IF APPLICABLE)
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

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**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

	2006	2007	2008	2009	2010	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 contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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

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

Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

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

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

[illegible]

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

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

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

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

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
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GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

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

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

Request submitted by:

(Name) (Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

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

 Signature

 Date

 Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

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

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

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

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME:

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

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

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

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

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

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

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

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

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

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

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

Signature of Proposer: _____ Date: _____

ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2012-AN014)
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; **AND**

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; **AND**

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:

ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2012-AN014)

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 or its managing employee(s), who shall be the **direct employee** (as defined in Exhibit B, Service Contract General Requirements, Section 1.B, Definitions, on page B.2) of the proposing entity, must have a minimum of five years' experience in planning and implementing public and/or private education and outreach/event programs. The proposal shall include at least two examples of such programs that were implemented within the last ten years by the Proposing entity or its managing employee.

Important Note: This minimum mandatory requirement must be met by the Proposing entity or its managing employee(s) and subcontracting is not allowed.

- ☐ Yes. Proposing entity or its managing employee(s) 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)

For Proposer:

Years of Experience	Description of Services (Services must include planning and implementing public and/or private education and outreach/event programs)

If using managing employee(s) to meet this requirement (Note: Proposer may list multiple managing employees to comprehensively meet this requirement.

Managing Employee Name(s)	Years of Experience	Description of Services (Services must include planning and implementing public and/or private education and outreach/event programs)	Page Number*

*list the page number in the proposal containing the management employee(s)' resume.

AND:

No.	Program Name	Year the Program Implemented**	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)
1				
2				

**The programs must be conducted within the last ten years by Proposer or management employee(s).

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

2. Proposer's staff assigned to oversee this Program must have a minimum of two years' experience with environmental-related public and/or private education and outreach campaigns within the last ten 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 shall include examples, such as copy of a presentation video or program brochure, 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 Experience	Subcontractor (Yes/No) Subcontractor's Name (If applicable)

☐ 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 shall have a minimum of three years experience conducting assessments and research evaluations. **Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.**

- ☐ Yes. Proposer's staff has a minimum of three years experience conducting assessments and research evaluations. (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	Subcontractor (Yes/No) Subcontractor's Name (If applicable)

- ☐ 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's staff conducting website enhancements and development of a new children's website must have a minimum of three years of experience within the last ten years programming in Microsoft.Net(C#) and HTML; specifically preparing website requirements, comps, design, and mock-ups; and developing, building, enhancing and maintaining children's websites.
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	No. of Years	Start and End Date	Subcontractor (Yes/No) Subcontractor's Name (If applicable)	Description (Include the target age of audience and website link, if active)

☐ 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.**

I declare under penalty of perjury that the above information is true and accurate.

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



ATTACHMENT 1

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

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

WE RECOGNIZE...

The importance of small business to the County:

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

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

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

WE THEREFORE SHALL:

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

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	G COAST CONSTRUCTION INC.		
Alias:			
Debarment Start Date:	9/11/2007	Debarment End Date:	9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi		
Vendor Name:	INSPECTION ENGINEERING CONSTR		
Alias:	Inspection Engineering Construction		
Debarment Start Date:	6/13/2006	Debarment End Date:	6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi		
Vendor Name:	ARROWHEAD EMANCIPATION PROGRAM, INC.,		
Alias:			
Debarment Start Date:	7/08/2008	Debarment End Date:	PERMANENT DEBARMENT
Principal Owners and/or Affiliates:	Irma F. Reed and Charlene Williams		
Vendor Name:	SAEICO, INC.		
Alias:			
Debarment Start Date:	10/18/2011	Debarment End Date:	10/17/2016
Principal Owners and/or Affiliates:	Godwin Iwunze, Sam Soho Nor		
Vendor Name:	SAM SOHO NOR, AN INDIVIDUAL		
Alias:			
Debarment Start Date:	10/18/2011	Debarment End Date:	10/17/2019
Principal Owners and/or Affiliates:			

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

ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION
PROGRAM
(2012-AN014)

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EXHIBIT H School Information/Number of Student Reached

EXHIBIT I Pledge Card and Certificate

SAMPLE AGREEMENT FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(2012-AN014)

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2012, hereby agrees to provide services as described in this Contract for Elementary School Environmental Education Program (2012-AN014).

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, County of Los Angeles Department of Public Works Web Development Standards and Guidelines; Exhibit G, List of Cities and Map; Exhibit H, School Information; Exhibit I, Pledge Card and Certificate; 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 PW-2, an amount not to exceed \$_____ per year or such greater amount as the Board may approve (Maximum Contract Sum).

FIFTH: This Contract's initial term shall be for a period of two years commencing on _____, or upon Board approval, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential Contract of six years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended 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. In addition, upon notice of at least ten days, the Director may extend the final Contract term

on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

SIXTH: The CONTRACTOR shall bill for the work performed in accordance with Form PW-2, Schedule of Prices, pursuant to Exhibit A, Scope of Work, and Section F, Method of Payment. It is understood and agreed that the COUNTY, at its sole discretion, may delete some Tasks. Additionally, if there are surplus funds or during the option year, Public Works may increase the quantity of the Task items provided in the Schedule of Prices, Form PW-2. If Public Works determines a need to increase the quantity of any such Task item(s), any authorized increased performance of a particular Task item will or any other work be paid at a prorated percentage of the price indicated in the Schedule of Prices.

SEVENTH: 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

EIGHTH: 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.

NINTH: 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.

TENTH: 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. 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.

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

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

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

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

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:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM

A. Public Works Contract Manager

The Public Works Contract Manager will be Ms. Edna Gandarilla of the Public Relations Group, who may be contacted at (626) 458-6536, e-mail address: eganda@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. If Public Works changes the Contract Manager, the Contractor shall be notified in writing.

B. Introduction

The County covers an area of over 4,000 square miles with a population of 10 million residents or nearly 30 percent of the entire population in the State of California. Public Works requires an elementary school education program for kindergarten through sixth grade at public and private schools throughout the County of Los Angeles, which promotes and encourages waste reduction, recycling, and reusing to help preserve the environment, teaches proper use of the storm drain system, and educates about stormwater runoff.

To meet waste diversion mandates, the County developed the Environmental Defenders Program (Program).

This Program includes two Implementation Plan options referred to as Scenario One and Scenario Two as described below.

In Scenario One titled Comprehensive Environmental Education Program, the program will provide environmental education to K-6 grade students that shall address stormwater pollution prevention, household hazardous waste, the four Rs (Reduce, Reuse, Recycle, and Rethink), and water conservation. The annual number of students to be reached under Scenario One is 228,000. The maximum annual contract amount for Scenario One is \$950,000.

In Scenario Two titled Solid Waste Reduction Environmental Education Program, the program will provide environmental education for K-6 grade students that addresses the four Rs (Reduce, Reuse, Recycle, and Rethink) and other waste reduction messages. The annual number of students to be reached under Scenario Two is 190,000. The maximum annual contract amount for Scenario Two is \$760,000.

C. Background

C.1: Scenario One Background:

Residents and businesses in the County dispose of approximately 12 million tons of solid waste each year; most of which is disposed of in landfills within the County. This disposal is diminishing the remaining limited landfill capacity. Because it takes as long as ten years to permit the construction or expansion of a disposal facility, the County recognizes a potential shortfall in disposal capacity. The California Integrated Waste Management Act of 1989, also known as Assembly Bill 939 (AB 939), requires cities and counties in California to divert 50 percent of their generated solid waste from disposal in landfills. AB 939 also requires the County to provide 15 years of disposal capacity on a Countywide basis.

In addition, AB 939 requires the County to prepare a Source Reduction and Recycling Element, which identifies the programs the County will implement to achieve the 50 percent waste diversion mandate. This document was adopted by the Board on November 3, 1993, and approved by the State on September 21, 1994. It identified public education as essential to the success of the County's waste reduction efforts.

As part of the County's efforts to meet AB 939 waste diversion requirements, Public Works implemented K-12 grade student public education programs. The scope of these programs was expanded in 1997 to include stormwater runoff education. The 2001 National Pollutant Discharge Elimination System Permit (NPDES Permit), Part 4.B.1.c. (7) requires the Los Angeles County Flood Control District (FCD) to educate children (K-12 grade) about stormwater pollution. The annual number of students to be reached with stormwater pollution prevention and solid waste reductions messages is 228,000.

C.2: Scenario Two Background:

It is anticipated that the next NPDES Permit will be adopted by the California Regional Water Quality Board, Los Angeles Regional Board (Regional Board) within the next two calendar years. As a result, the K-12 grade stormwater environmental education requirement may be significantly revised or reduced in the next NPDES Permit. Additionally, the Los Angeles County Flood Control District will not serve as the Principal Permittee, which will impact how K-12 grade stormwater environmental education will be funded, coordinated, and monitored in the FCD and Los Angeles County. Therefore, the annual Environmental Defenders Program Work Plan shall be revised by the Contractor as directed by the Contract Manager to conform to the revised budget within 30 days of approval of the NPDES Permit by the Regional Board.

All stormwater pollution environmental education will be eliminated from the Work Plan. There is a possibility that the annual contract budget may be reduced by 20 percent based on the new NPDES Permit's K-12 grade stormwater environmental education requirements. The annual number of students to be reached with solid waste reduction messages is 190,000.

D. Environmental Defenders Program

The purpose of the Program is to educate students (K-6 grade) about stormwater pollution prevention, water conservation, household hazardous waste, the four (4) Rs (Reduce, Reuse, Recycle, and Rethink), and other waste reduction messages.

The Environmental Defenders characters were developed approximately ten years ago for the Elementary School Environmental Defenders Program (Program). The characters were developed using student focus groups. The focus groups were convened to receive students' immediate feedback on the characters' features and attire in order to determine what would be appealing to young audiences. Over time, the characters' features have been updated. The Environmental Defenders characters are well known by the students and offer a continued branding to the Program. The County owns all intellectual property rights to the Environmental Defenders characters and all materials developed for the Program (e.g., video, costumes, collateral materials, curriculum, logo, songs, and website content).

The County will continue to use the Program to educate students (K-6 grade) by using the developed curriculum, the core Environmental Defenders characters, collateral materials, costumes, video assembly presentation materials, equipment, and program assessment methods. County will also consider enhancements to the Program as described in this section to comply with Federal and State environmental protection mandates. Exhibit G provides a map of Los Angeles County listing all of the 88 cities and County unincorporated areas to be served by the Contractor. Refer to Exhibit H for information on student demographics for Los Angeles County and students reached annually through the Environmental Defenders Program between Fiscal Year 2005-06 through Fiscal Year 2008-09.

E. Tasks/Deliverables.

E.1: Tasks/Deliverables For Scenario One: Comprehensive Environmental Education Plan

Upon execution of the Contract, all necessary materials from the Program will be provided to the Contractor, subject to the signing of any confidentiality agreement required by Public Works.

The Contract Manager has the option to discontinue any Tasks in the best interest of the County including but not limited to time constraints and/or budget concerns. The Contract Manager has the right to reallocate any unspent funds or not spend if not necessary. In order to achieve the Program's goal, the Contractor shall perform the following Tasks according to the Work Plan schedule.

The various Tasks shall be completed and delivered to the Contract Manager according to the schedule below. A written justification shall be submitted to the Contract Manager when asking for any time extension on a deliverable and only allowed with County approval of the time extension.

Contractor shall use staff listed in the Contractor's Proposal to perform the services. Whenever there is a change in staff, the Contractor shall obtain preapproval from the Contract Manager; the replacement staff shall have equivalent or higher qualifications to perform the work. The Contractor shall reach 228,000 students annually through Scenario One.

1. Task 1: Elementary School Environmental Education Work Plan (Annually)

The Contractor must create and submit an annual comprehensive Elementary School Environmental Education Work Plan (Work Plan) that will successfully reach the students of public and private schools (K-6 grade). The Work Plan must include all Tasks described in this Scope of Work. The Contractor's Work Plan shall describe in detail how the Contractor will reach 25 percent of the K-6 student population annually through in-school assembly presentations and community event participation in Los Angeles County. The K-6 student population number is estimated at 228,000 for Fiscal Year 2010-11. (See Exhibit H for the number of schools/students visited in Fiscal Year 2005-06 through Fiscal Year 2008-09). The Contractor will be required to reach 228,000 students annually as described in the Scope of Work.

- a) The Work Plan shall include assembly presentations in a large and safe environment supervised by teachers or approved staff, to be scheduled at public/private elementary schools, including track schools throughout Los Angeles County and provide documentation of the schools that

(2012-AN014)

accepted or declined the Environmental Defenders Program assembly presentation. The majority of students reached annually should be achieved through school assembly presentations coordinated by the Contractor.

- b) The Work Plan shall include evaluation methods to assess Task effectiveness. The Contractor shall define baselines to measure the effectiveness of each Task. The Contractor shall establish and submit a timeline. The timeline shall show planning specifics for each Task; expected launch and duration of each Task; and include the target dates to submit supporting materials, monthly reports, evaluations, and annual reports. The timeline shall be updated as necessary to ensure a realistic deadline after the Contract is awarded.

The Work Plan shall include the Contractor's organizational chart assigned for this Contract, indicating Staff members working on each Task, Staff's corresponding responsibilities for each Task, and a breakdown of hours per Task. The Work Plan shall also reference unit rates on the Schedule of Prices Forms, PW-2.1(S.1), PW-2.2 (S.1), PW-2.3 (S.1), PW-2.1(S.2), PW-2.2 (S.2), PW-2.3 (S.2), and PW-2.4 (collectively referenced as Form PW-2) (collectively referenced as Form PW-2) that indicates the names of staff, title/position, rate per hour of each Staff, and/or flat rate if applicable, for each deliverable.

- c) The Contractor must track the schools they attended in a database (e.g., Excel or other program) to provide the Contract Manager with the number of schools and students reached for any given time period. The Contractor must also track the schools attended per each supervisorial district (Five Supervisorial Districts). The Contractor must either use a computer program or work with County staff to plot schools on a map on a quarterly basis. Upon request from the Contract Manager, the Contractor shall be required to provide information from this database for various time periods during the term of the Contract.
- d) The Contractor must evaluate the actual number of all students enrolled in K-6 grade (public and private schools) annually in Los Angeles County. The Contractor shall include the (K-6 grade) student enrollment information and the number of students they project they will reach each fiscal year in the annual Work Plan.

The Work Plan shall also include Tasks 2 through 8 - as described below. The Work Plan will be reviewed annually to ensure all components are included and modifications will be requested if deemed necessary. The submitted Work Plan is subject to approval by the Contract Manager before work can begin.

The Contractor is encouraged to recommend updates and/or enhancements to all or any Task components of the Program as described in this Contract.

1a. Deliverable 1: Elementary School Environmental Education Work Plan (Annually)

Within 30 days of the start date of this Contract, the Contractor shall prepare and submit a Work Plan that includes all Tasks described in the Scope of Work and the organizational chart assigned to this Contract indicating staff members working on each Task, including the staff rate sheet. Upon approval by the Contract Manager, the Contractor shall implement the Work Plan. This deliverable (Elementary School Environmental Education Work Plan, Annually) will be paid upon completion of the Final Plan by the Contractor and approval by the Contract Manager.

The Contractor shall utilize the Environmental Defenders Program and Environmental Defenders' characters to accomplish each of the Tasks 2 through 8, as applicable.

2. Task 2: School Assembly Presentations/Materials

The Contractor shall:

- a) Create presentation teams of two public speakers/amateur or professional actors per team who shall be responsible for conducting assembly presentations and administering program evaluation materials. Presentation teams shall be bilingual whenever possible.

All of the Contractor's presentation teams shall have the following minimum qualifications and be preapproved in writing by the Contract Manager (any exceptions that are requested by the Contractor are subject to the Contract Manager's approval):

1. Two years of public speaking and/or amateur or professional acting experience. Examples of acceptable acting experience include, but are not limited to, on-stage children's theater, high school and college plays, and community theater.
2. Ability to present the program using a high degree of independence and resourcefulness.
3. Knowledge of the issues portrayed by the Program.

b) Ensure presentation teams are fully equipped for all school presentations with the following:

1. Uniforms/costumes - current costume consists of: black jeans, purple short sleeve t-shirt, black baseball cap, sunglasses, and Converse shoes (any color). Costumes can be modified upon approval of the Contract Manager.
2. Sound system (e.g., speakers, microphones)
3. Projection screen
4. Promotional items
5. Evaluation and verification forms
6. Teacher packets/collateral items

The Contractor shall provide all presenters with uniformed costumes (e.g., Environmental Defenders t-shirt, pants, shoes, etc.). Appropriate attire must be worn during school assemblies and community events.

c) Review and recommend updates to the current elementary school presentation script/video and materials. Program shall remain highly interactive, easily mobile and include the existing video as part of the presentation. If any video updates or enhancements are approved by the Contract Manager, the Contractor shall develop the script and revise video footage. If the Contractor uses already produced video footage, the Contractor must obtain the proper written approval/authorization from the appropriate source of the production and Contract Manager to use the footage in the County's assembly presentation.

The school presentation topics shall include: stormwater pollution prevention, household hazardous waste, the four Rs (Reduce, Reuse, Recycle, and Rethink), and water conservation. Public Works reserves the right to add or delete presentation topics to comply with regulations during the contract term.

Contractor shall review material (e.g., teacher packets, etc.) and recommend revisions with cost proposal to print material. Also, Contractor shall identify the method to distribute material to teachers.

In addition, the Contractor shall evaluate current audio/visual equipment (e.g., projectors, DVD players, microphones, etc.) and determine if items need repair/replacement. Contractor shall purchase items when needed throughout the duration of the Contract by obtaining the Contract

Manager's pre-approval. Contractor must store all video/audio equipment for the duration of the Contract.

- d) Develop and produce Environmental Defenders promotional items for students/teachers for distribution at school assemblies and community events. These items shall be age appropriate and nonhazardous such as reusable lunch totes, canvas bags, t-shirts, school assembly CD remix, recycled pencils/rulers, etc., and include recycled content when feasible. Contractor must replenish items before stock is diminished. Contractor must store all promotional items, forms, teacher packets, etc., for the duration of the Contract.
- e) Develop evaluation and verification forms and receive written approval by the Contract Manager prior to distribution. Evaluation forms must be distributed to and completed by teachers who accompany their students to the assembly. The evaluation forms must rate the overall program and presenters on a rating scale such as unsatisfactory to excellent (e.g., effectiveness of the presenters, children's interest in the program, etc.) and include open-ended questions (e.g., what part of the program was most/least effective, what improvements can be made, etc.)
- f) Obtain a school verification form from each school assembly completed by the principal or office manager, which must include the number of students per grade who attended the assembly.
- g) Present a mock presentation with presenters, equipment, and costumes to the Contract Manager for final approval before beginning school presentations.

2a. Deliverable 2: School Assembly Presentations/Materials

Within 90 days of approval of the Elementary School Environmental Education Work Plan, the Contractor shall:

- 1. Have presentation teams formed with two actors who meet the minimum qualifications. Notify Contract Manager when teams are fully equipped for school presentations.
- 2. Submit verified background documentation on actors to Contract Manager for approval.
- 3. Notify Contract Manager when equipment is reviewed/tested and ready to be used.
- 4. Submit recommended script/video modifications and estimated timeline to update the video to the Contract Manager for approval.

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5. Submit recommended revisions to the teacher packet, printing proposal, and distribution method to teachers to the Contract Manager for approval.
6. Submit a list and detailed description of each promotional item to be produced, purchased, and distributed (including cost and quantity per item) to the target audiences to the Contract Manager for approval.
7. Submit the teacher evaluation and principal verification forms to the Contractor Manager for approval.
8. Submit a list of uniforms/costumes to be used for school assemblies and provide a cost to purchase and replenish the uniforms/costumes to the Contract Manager for approval.
9. Store all promotional items, forms, teacher packets, etc. for the duration of the contract, and provide verification, including the cost of the storage facility to the Contract Manager.
10. Present mock assembly with presenters in costume, video and equipment for final approval by Contract Manager before beginning school assemblies.
11. Provide an estimate of the number of students (K-6 grade) that will be reached each contract year through the school assembly presentations.

School assemblies will be paid pursuant to Section F of this Exhibit upon completion and only if attended by a minimum of 75 students.

3. Task 3: Community Events

The Contractor shall identify and attend a minimum of ten community and/or environmental related events or festivals annually attended by school aged children and families. Presentation teams shall be bilingual whenever possible. The events must be appropriate for promoting the Environmental Defenders Program. The Contractor shall submit to the Contract Manager a yearly spreadsheet of the events that the Contractor recommends attending during the year. For each contract year, including renewal years, if exercised by the County, the Contractor shall submit a similar spreadsheet 30 days prior to the completion of the current Contract year. The spreadsheet shall include, but is not limited to the following information: event; date; location; Staff attending (specify if bilingual and what language); staff hours; expected attendance; demographics; method of participation; potential fee (if any), and how participation will meet the objectives of the Program. The Contract

Manager reserves the right to modify the annual events schedule by adding and/or eliminating events, which will be updated on the spreadsheet.

The Contractor shall:

1. Be responsible for the overall coordination and implementation of Public Works' approved participation at community events.
2. Be responsible for submitting appropriate applications and paying for all applicable registration fees associated with attending community events. For multiple day events, the Contractor shall recommend attendance on the day with the expected highest attendance.
3. Staff each event with a minimum of two Staff members. However, if needed, the Contractor shall submit a request for additional staffing for a specific event that is subject to approval by the Contract Manager. The request shall include the list of Staff, role of each Staff member at the event and justification as to why the additional Staff is necessary. Additional costs will be determined using the rates in Form PW-2, Schedule of Prices, in proportion to the added number of staff.
4. Unless an exception is granted in writing by the Contract Manager, the Contractor shall ensure all of the Contractor's Staff members have the following minimum qualifications and be approved by the Contract Manager: two years of public speaking and/or amateur or professional acting experience, ability to present the Program using a high degree of independence and resourcefulness, and knowledge of the issues portrayed by the Program.
5. Staff each community event in compliance with the hours/rates listed in Form PW-2, Schedule of Prices, for the event upon approval of the Contract Manager. Contractor is to include setup and teardown at the community events as part of the time estimate. Also, Contractor is to absorb costs for booths, and any other costs associated with community events, excluding registration fees listed under Schedule of Prices, PW-2.1(S.1), PW-2.2 (S.1), PW-2.3 (S.1), PW-2.1(S.2), PW-2.2 (S.2), PW-2.3 (S.2), and PW-2.4 (collectively referenced as Form PW-2).
6. Provide promotional items to community event participants.
7. Be responsible for the storage and delivery of the promotional materials to and from the special event sites/schools. The

Contact Manager reserves the right not to pay for any damaged or misplaced promotional items.

8. Submit a one page minimum debriefing report (one week after each event) with photographs of the event. The debriefing report shall include: date/name of event; number in attendance; number of school aged children (K-6 grade) reached that visited the Program exhibit; highlights of the event; and recommendation on attending the event in the future.
9. Conduct intercept surveys of attendees at community event booths and provide results in event debriefing report.
10. Purchase polo shirts for staff members participating in community events. Polo shirts must contain the Environmental Defenders logo. Appropriate attire must be worn during community events.

3a. Deliverable 3: Community Events

Within 30 days of the start of this Contract, the Contractor shall prepare and submit a spreadsheet with a list of the ten community and/or environmental related events or festivals to attend on an annual basis. The list must include the following information: event background; date, location; Staff attending (specify if bilingual and what language); Staff hours; any request for additional staffing; expected attendance; demographics; method of participation; fees (if any); and how participation at the event meets the objectives of the Program. For multiple day events, the Contractor shall indicate their recommended date to attend. A yearly spreadsheet is due 30 days prior to the end of the contract term.

One week after each event, Contractor shall submit a one-page (minimum) debriefing report with photographs, date/name of event, number in attendance, number of students (K-6) who visited the exhibit, recommendations for future participation, survey results, etc. Events will be paid upon completion and approval of the debriefing report and intercept survey results.

The Contractor shall submit a cost proposal to purchase polo shirts with the Environmental Defenders logo for staff to use at all community events when representing the Program. Upon approval, Contractor will purchase items.

4. Task 4: Annual Assessment of All Tasks

The Contractor shall work with a research company or the Contractor may have research development staff within their company to conduct research studies and evaluations. Whether a subcontractor or internal staff is used for

this task, the Staff assigned to this task must have experience in conducting research assessments. Contractor shall obtain approval by the Contract Manager before conducting any research studies and other evaluations.

- a) Focus groups will be conducted during the odd Contract years of the term of the contract, including renewal years, if exercised by the County. Focus groups shall be conducted with teachers, principals, and students to evaluate the Program's website, new promotional materials, new children's website (when implemented), teacher resource packet, Environmental Defenders CD, and Super Environmental Defenders pledge form. The Contractor shall submit a focus group evaluation report for each evaluation conducted based on the research results and provide recommendations for Program modifications. The Contractor may submit for the Contract Manager's consideration, other evaluation methods to assess the Program.
- b) Evaluation studies will be conducted during the even Contract years of the contract, including renewal years, if exercised by the County. Evaluation studies include, but are not limited to, pre- and post awareness written surveys of students' knowledge of key environmental messages (e.g., stormwater pollution prevention, household hazardous waste, four (4) R's: Reduce, Reuse, Recycle, and Rethink, etc.) to measure Program effectiveness. The questionnaires in the written survey shall be preapproved by the Contract Manager prior to use by the Contractor. Evaluation methods need to focus on measuring the target audience's behavioral change after being educated through the Program. The Contractor shall submit an evaluation report.

4a. Deliverable 4: Annual Assessment of All Tasks

Within 90 days of each research study and evaluation conducted as approved by Contract Manager, the Contractor shall submit an evaluation report to the Contract Manager on each completed research study and evaluation (such as pre- and post awareness surveys, focus groups, etc.). Based on findings, Contractor shall recommend improvements and incorporate enhancements into the Program as approved by the Contract Manager. Contractor shall be paid upon completion of each assessment/report, subject to approval of the Contract Manager pursuant to Section E.

5. Task 5: Program Management

Task 5a: Monthly Meetings – to be provided at no additional cost to the County.

- a) At a mutually agreed upon time, the Contractor shall schedule and conduct monthly meetings with the Contract Manager to report on work completed and discuss work in progress.
- b) The Contractor shall submit the agenda in an electronic format for each monthly meeting to the Contract Manager at least five working days prior to the meeting.
- c) The Contractor shall, after each monthly meeting, submit minutes of the monthly meetings with the agreed upon action steps and deadlines within three calendar days after meeting, to be approved by the Contract Manager. The Contractor shall submit the minutes of the meetings and/or revised minutes of the meetings in electronic format.

Task 5b: Monthly Status Reports – to be provided at no additional cost to the County.

The Contractor shall prepare and submit monthly status reports that include 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. If necessary or as requested by the Contract Manager, the Contractor shall include an updated Task timeline when submitting the monthly status reports. The Contractor shall submit monthly status reports along with their monthly invoices.

Task 5c: Final Report (Annually)

The Contractor shall prepare and submit a Final Report within 30 days of the conclusion of each Contract year. The report shall include the following information and any other information the Contract Manager may request at the end of each Contract year:

- a) A summary of the status of each Task.
- b) Data collected from day-to-day Program monitoring.
- c) Problems encountered in Program implementation and operation.
- d) Recommendations and changes to improve the Program.
- e) Evaluation of the effectiveness of the Program that includes, but is not limited to, research results, analyses, findings, and recommendations based on the information obtained through analysis of evaluation forms completed by the teachers on the overall program assembly, etc.

- f) Two copies of focus group reports, assessment studies, or other studies conducted during the Contract year and recommendations based on the findings.
- g) Two samples of promotional items produced.

5a. Deliverable 5: Program Management

- a) The Contractor shall conduct monthly meetings with the Contract Manager. Contractor shall provide the agenda five days before the scheduled meeting and provide the minutes with action items/deadlines to the Contract Manager three days after the meeting. These Tasks are nonpaid deliverables.
- b) The Contractor shall submit monthly status reports including, but not limited to: achievements, Task status and progress, action steps for the upcoming month, and deadlines. Also, Contractor shall submit updated Task timelines with the status report. This Task is a nonpaid deliverable.
- c) The Contractor shall submit annual reports to the Contract Manager within 30 calendar days of the conclusion of each Contract year for the duration of Contract term. This deliverable will include a summary of all Tasks, data collected from day-to-day Program monitoring, problems encountered during implementation and operation, evaluation of the effectiveness of the Program, and recommendations to enhance the Program. This deliverable will be paid on the basis of the satisfactory completion of each final report and the approval of the Contract Manager. Also, Contractor shall submit two copies of focus group report studies, evaluation studies, or other assessments conducted during the Contract year with recommendations based on findings. Contractor shall submit two samples of promotional items produced.

6. Task 6: Outreach to Jurisdictions (Cities within Los Angeles County)

The Contractor shall promote the school assembly Program by e-mailing the monthly presentation schedule to the 88 city recycling and 84 city stormwater (copermittee) coordinators within Los Angeles County and FCD. The Contractor shall also call the coordinators to promote the Program in their respective jurisdictions. When the new NPDES Permit is issued by the Regional Board, the Contract Manager will provide direction on circulating information to copermittees. The Contractor shall also call the coordinators promoting the Program in their respective jurisdictions.

Recycling and Stormwater coordinators can also provide the Contractor with a list of schools that they request to receive the Environmental Defenders

assembly. The Contractor is responsible for the coordination and scheduling of the assemblies with the schools.

Upon request, the Contractor shall also present Program updates at the quarterly stormwater National Pollutant Discharge Elimination System (NPDES) meetings to the copermitees (cities) or other government agency meetings at the request of the Contract Manager.

6a. Deliverable 6: Outreach to Jurisdictions (Cities within Los Angeles County)

- a) Contractor shall provide copies of documents sent to the 88 city recycling coordinators and 84 city stormwater (copermitee) coordinators to promote the Program and submit a list of the schools contacted and schools scheduled each month for the school assembly presentation.
- b) Contractor shall be responsible for coordinating and scheduling all school assemblies requested by a city within Los Angeles County and FCD.
- c) Contractor shall submit material (e.g., PowerPoint presentation, etc.) to be presented at quarterly stormwater NPDES meetings or other meetings for Contract Manager's approval and serve as a presenter. Contractor shall also submit a document identifying staff giving the presentation and the number of staff hours required to participate in each meeting.

7. Task 7: Website Enhancements and Development

- a) The Contractor shall promote the current Environmental Defenders website to school teachers and principals. The Contractor shall review the website on an annual basis and provide recommendations for revisions or enhancements based on assessments conducted from Task 4. The Contractor shall also review current website content (e.g., current resources, content information, layout/format, etc.) and recommend revisions to content as needed. If approved by the Contract Manager, the Contractor shall implement enhancements. The current Environmental Defenders website can be viewed at:
<http://dpw.lacounty.gov/epd/defenders/index.cfm>.

The Contractor shall provide hourly rate(s) for such enhancement work on Schedule of Prices (Form PW-2). The Contract Manager must approve in advance, in writing, any such enhancement work before work begins.

- b) In year two of the contract, the Contractor shall design, develop, and implement a new website for elementary aged students. This new website must be innovative, visually appealing, and user friendly for elementary aged students. The new website for children must appeal to young

students, and based on the evaluation assessment (focus groups), include the following topics: landfills; reduce, reuse, recycle, and rethink; stormwater pollution; household hazardous waste; water conservation; and suggestions derived from the evaluation assessment and focus groups. The Contractor shall develop content and graphics for the website. If a subcontractor is used for this Task, the subcontractor's information should be detailed in the experience section of the proposal and is subject to the Contract Manager's approval.

Public Works intends to secure a new web address (domain name) for the new children's website. This new website is independent of the existing website that targets teachers and principals. (Described above in 7a.)

The new website will promote the goals and objectives of the Environmental Defenders Program. Graphics, content, links, artwork layout, etc. will be consistent and support the overall Environmental Defenders Program. All developed material including all intellectual property rights will be owned by the County Public Works.

The Contractor shall develop and submit to the Contract Manager, for review and approval, at least two design options for creating this new website. Additional funds will not be used for the new website. During this stage, Contractor shall also involve Public Works' Information Technology Division (ITD) and Chief Information Office (CIO) by holding a "kick-off" meeting to review the design options and discuss technical aspects. This should occur prior to programming and coding the website.

The Contractor shall ensure that the new website follows Public Works' Web Development Standards and Guidelines (Exhibit F) and that any web development tools used are compatible with Public Works' current hardware and software environment.

Following completion of programming and coding, the Contractor shall provide the source code to Public Works for loading onto Public Works' server(s). Public Works may require the Contractor's assistance when loading it to the development server (e.g., configuration, set-up, integration, scripts, etc). Once the website has been uploaded, the Contractor, Contract Manager, and Public Works' Information Technology Division's Staff shall verify that the website works properly. The Contractor shall fix any bugs or defects within seven (7) days after receiving notification from the Contract Manager. Once retested, Public Works will migrate to STAGE and Production environment (see more details on Public Works' deployment process below). Upon final validation in the Production environment, Contract Manager will provide formal acceptance of the website.

The Contractor shall provide six months of post-implementation support once the website is fully accepted. Post-implementation support includes fixing any bugs, defects, problems, or issues that may arise. Any bugs, defects, or issues must be addressed within 48 hours and the permanent fix must be in place within seven days after receiving notification from the Contract Manager. Post implementation support may be performed offsite, but the Contract Manager may request the Contractor to work or meet onsite, as needed to ensure the website performs to the satisfaction of the Contract Manager.

After implementation, the Contractor shall review the children's website content (e.g., current resources, content information, layout/format, etc.) and recommend revisions to content as needed. If approved by the Contract Manager, the Contractor shall implement enhancements.

The Contractor shall:

1. Submit to the Contract Manager, for review and approval, the new Website Design Plan. This Plan should include an implementation timeline and a detailed list of the features to include in the new website. The Plan must include the look and feel of the new website, with its navigation features, layouts, color schemes, logos, images, and key technical/functional components. The Plan shall be implemented upon approval by the Contract Manager.
2. Leverage Public Works' Google© search engine to organize content of the main page and index pages using metatags and metadata.
3. All web content developed by the Contractor must be able to easily integrate with and import into Public Works' current system.

At this time, these requirements are as follows and any updates will be provided to the Contractor after the award of the Contract:

- a) Operating System: Windows Server 2003
- b) Web Server: Microsoft Internet Information Server 6.0
- c) Web Development: Web Development: C-Sharp.NET, .NET framework 3.0 or above, Cold Fusion, HTML, JavaScript, XML, COGNOS
- d) Database: Oracle 11, Microsoft SQL 2008 Server
- e) GIS: ArcGIS9, ArcIMS 9.X, ARCSIDE 9.X

- f) Browser compatibility with: Internet Explorer 6.0 and above; Firefox 3.5 and above; Chrome; Safari
- 4. Note: Public Works goes through three steps/environments as part of our Change Management process to promote code into Production:
 - a) Load in DEV environment, which is an internal Public Works server. Conduct testing.
 - b) Once it passes DEV, move code to STAGE environment, which is a server our on the DMZ at corporate IT (ISD). DMZ is for public facing (external) websites. Conduct testing.
 - c) Once it passes STAGE, move code to PROD, which is also on DMZ.
- c. The new and current website shall not request and collect personal information from visitors to the website.

7a. Deliverable 7: Website Enhancements and Development

- A. Current Environmental Defenders website:
 - 1. The Contractor shall promote the current Environmental Defenders website to school teachers/principals.
 - 2. Annually, the Contractor shall review the website and submit recommendations to enhance the website and implement recommendations once approved by the Contract Manager.
 - 3. The Contractor shall be paid upon completion for any enhancements or maintenance (e.g., modifications) to the existing website on an as needed basis.
- B. New Environmental Defenders website for elementary aged students to be implemented during the second year of the term of the contract:
 - 1. The Contractor shall submit a New Website Design Plan (due 14 months after Contract start date).
 - 2. The Contractor shall submit at least two design options (due one month after New Website Design Plan is approved) and hold the "kick-off" meeting to review these two design options, along with technical aspects.

3. Upon approval by the Contract Manager, the Contractor shall deliver the new website (due three months after approval of design).
4. Upon acceptance of the website by Contract Manager, the Contractor shall provide source code and on-site support to deploy to Production. This includes, but is not limited to, the following:
 - a) Logo and/or branding material in digital format.
 - b) 100 percent of the design in layered Photoshop file.
 - c) 100 percent of the textual content of the website in MS Word format.
 - d) 100 percent of the photos for the website.
 - e) At County request, Contractor must be on-site to provide instructions, overview, and knowledge transfer during the deployment to Production. This should include, but is not limited to: website setup, website structure, and any interactive elements.
5. The Contractor shall fix any bugs or defects within seven (7) business days.
6. After retesting and migrating to the Production environment, Contractor shall provide six months of post implementation support. Any bugs, defects, or issues shall be addressed within 48 hours and the permanent fix must be in place within seven days.
7. The Contractor shall be paid upon completion of each stage of development and for completion of any additional enhancements as approved by the Contract Manager.

8. Task 8: Super Environmental Defenders Program and Additional Outreach to Students/Teachers

The Contractor shall continue to implement the Super Environmental Defenders Program. The Contractor may recommend enhancements to the existing Program as well as propose alternative innovative methods to reach additional students/teachers.

The Super Environmental Defenders Program encourages students to use what they learned from the assembly and take environmental action in their

daily lives. The pledge card (Exhibit I) is given to students after the assembly and gives them an opportunity to discuss what they learned with their family. To become a Super Environmental Defender, students place a check mark next to the environment enhancement action items they pledge to take and mail the card to the Contractor.

The Contractor sends a certificate (Exhibit I) and a copy of the remix CD (containing songs from the assembly presentation) to each student who pledges to be a Super Environmental Defender. The Contractor is responsible for postage cost of the pledge card and for mailing the collateral items.

Approximately 32,200 students became Super Environmental Defenders during Fiscal Year 2007-08 and Fiscal Year 2008-09.

8a. Deliverable 8: Super Environmental Defenders Program and Additional Outreach to Students/Teachers

- a) The Contractor shall implement the Super Environmental Defenders Program, in conjunction with school assemblies. Super Environmental Defenders pledge cards will be distributed to teachers at the school assemblies. Contractor shall be paid upon completion of mass mailings of the certificate and CD-remix to students.
- b) The Contractor shall evaluate current pledge card and reprint when necessary.
- c) The Contractor shall submit recommendations to enhance the current Super Environmental Defenders Program if needed. Contractor shall implement recommendations approved by the Contract Manager.

The Contractor shall research and recommend other innovative methods to reach additional students/teachers other than the Super Environmental Defenders Program. Contractor shall submit recommendations to Contract Manager for approval before implementation.

E.2: Tasks/Deliverables For Scenario Two: Solid Waste Reduction Environmental Education Program

As directed by the Contract Manager, the Contractor shall prepare a Work Plan for Scenario Two to address the four Rs (Reduce, Reuse, Recycle, and Rethink) and other waste reduction messages after the next NPDES Permit is issued by the Regional Board. **The Contractor shall reach 190,000 students annually under Scenario Two.**

Unless otherwise directed by the Contract Manager, the Contractor shall perform all Tasks required for Scenario Two.

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E.3: Work Plan Change from Scenario One to Scenario Two

At the request of the Contract Manager, the Contractor shall revise the Work Plan to reflect the changes from Scenario One to Scenario Two to conform to the revised budget requirements **as described in Section C.2 of this Exhibit, A, page A.2, Scenario Two Background.**

The Contract Manager and the Contractor shall mutually agree upon the required number of hours and the staff needed to revise the Work Plan, The Contractor shall be paid at appropriate hourly rates provided in the Schedule of Prices, Form PW-2.

F. Method of Payment

Payments will be made for all work completed, to the satisfaction of the Director, upon receipt of an invoice from the Contractor. The Contractor's invoice shall clearly indicate the Contract number, invoice number, Tasks and the item(s) of work performed, date of services, location, type of services, and itemized cost of labor services, supplies/equipment, and subcontractor fees. In addition, the Contractor's invoice shall identify the applicable scenario (**Scenario One and/or Scenario Two, as described in Section C.1, Scenario One Background and C.2, Scenario Two Background, of this exhibit**) under which the work was completed and shall be paid according to the applicable scenario's unit prices listed under the applicable Schedule of Prices, Form PW-2. Public Works agrees to make payment to the Contractor within 30 days of receiving a properly completed invoice from the Contractor. Invoices may be submitted as work is completed. The Contractor may bill as portions of task(s) are completed with preapproval by the Contract Manager.

1. Any savings realized by the Contractor in completing a particular Contract task may be applied to the completion of additional tasks or other areas of the Contract as recommended by the Contractor and approved by the Contract Manager.
2. Withholding of Payment

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

G. 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.

H. Presentation Material

During this contract, the Contractor must obtain prior approval of the Contract Manager to use, display, or distribute any non-County-sponsored materials such as material that carry non-County entities' logo or signs.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party 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 and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by 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 1st and ending the following June 30th.

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 120 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 delegate or assignee on any

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the 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. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a 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 evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

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

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, 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 sub-paragraph 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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts

of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

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

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract who may come into contact with the public including, but not limited to, staff members, Supervisors and subcontractor employees (collectively referred to as "Public Contact Employees"):

1. Each Public Contact Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Public Contact Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.
2. No Public Contact Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Public Contact Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Public Contact Employee position and that the Public Contact Employee poses no threat or risk to the County or public.
3. Disqualification of any Public Contact Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in

accordance with the terms and conditions of this Contract.

4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Public Contact Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

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; and
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
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.

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; and
 - 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; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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. 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, 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 fifty thousand (\$50,000.00) dollars, 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 non-complying 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, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

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

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

additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment 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.
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, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any

costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned 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. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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, the Environmental Defenders' Program Characters and materials, 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 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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 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?

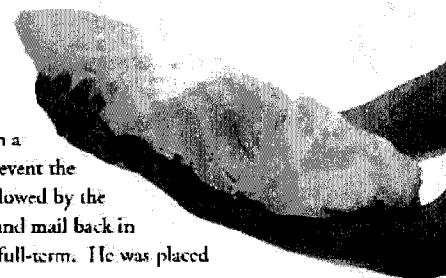
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 (o de una persona con custodia legal) a cualquiera de las personas a quienes se les haya dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abusos, los padres pueden entregar al recién nacido sin tener que ser juzgado o procesado.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana 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 brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

County of Los Angeles

Department of Public Works

Web Development Standards & Guidelines



Revisions

<u>Number</u>	<u>Date</u>	<u>Description</u>
1.0	01-03-06	Beginning document
1.1	04-11-07	Changed UPPERCASE tag and ATTRIBUTE requirements to lowercase in preparation for XHTML/XML coding standards that require them in lowercase – Section 3.1 Added Section on Security Added Page Expiration and Relocation Section 3.5.8

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Preface [\(top\)](#)

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

STANDARDS

1. Overview

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

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

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

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

For questions regarding Web standards and guidelines, please contact:

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Polo Herrera (626) 458-4184

pslam@dpw.lacounty.gov
lherrera@dpw.lacounty.gov

1.1. Branding

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

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

1.1.1. Structure, Navigation, Graphics, Color and Font

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

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

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

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

1.1.2. Parent Frames

All sites should have their parent frame of the main hosting site. Web applications and special sites may have a different frame. Special sites will be evaluated as needed. Consistency will ensure a positive user experience and deliver the better customer service.

e.g. myserver.com/mysite.htm. Should be **dpw.lacounty.gov/mysite.htm**

Forwarded sites should be mapped to a logical location on the website.

Masked sites are allowed but require approval of the CIO. Additional setup will be required from the Web Admin group to ensure the site has the appropriate registration information.

1.2. Validation *(top)*

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

1.2.1. Additional Resources (recommended)

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

1.3. Technical Concerns *(top)*

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

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

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

1.4. Accessibility *(top)*

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

Refer to the following link for more information:

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

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

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

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

Clarity, maintainability, and simplicity is central tenant to our design philosophy for every page and site. The goals of simple and reduced expense on maintenance while providing excellent customer service should guide your layout, design, and development.

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

Code readability varies by individual. Using a general layout that allows for increased readability is possible and should be strived for. White space and comments do not increase system overhead at the expense of maintenance and readability. The following example illustrated how white space and formatting make the page easier to read and later maintain.

Example 1 (accurate but difficult to read):

```
<table><tr><td>informaton</td></tr></table>
```

Example 2 (accurate, increase readability, and improved knowledge transfer):

```
<!--This table will be used to hold information on the user.
```

```
<table> <!--begin user table>
```

```
    <tr>
```

```
        <td>informaton</td>
```

```
    </tr>
```

```
</table> <!--end user table>
```

Use lowercase for tags and attribute names, and mixed-case or lowercase for attribute values. This is a change from the previous standard. This change is necessary to allow us to get our code ready for XHTML/XML which requires lowercase in tag names and attributes.

Example:

```
<table align="Center" width="100%"></table>
```

3.1.1. Title Tags

All documents should have meaningful titles, as search engines use them. This title is viewed in the bold colored bar at the top of the browser window and will act as

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identifying text in bookmark/favorite indexes as well as the history list. This may also be found at the top of the printed page. This will help users know precisely where they are.

<title>Site Name - Page Title</title>

3.2. META Tags (Are Mandatory)[\(top\)](#)

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

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

Example of usage:

```
<head>
```

```
  <meta name="title" content="html guidelines">
```

```
  <meta name="author" content="doe, john ">
```

```
<meta name="date" content="2002-01-28">
<meta name="description" content="this page is about design
standards.">
```

```
</head>
```

3.3. Cascading Style Sheets *(top)*

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

SAMPLE OF CLASSES IN OUR STYLE SHEET

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

A list of classes and examples can be found at: <http://dpw.lacounty.gov/library/styles/>

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

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

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

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

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

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

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

3.5.1. HTML/CFML

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

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

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

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

3.5.2. Code Documentation

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

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

Beginning Comment:

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

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

Example:

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

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

```
PROGRAMMER: John Doe
```

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

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

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

```
txt_TaskName Local Task Description
MODIFIED BY DATE TASK
```

```
-----
Jane Doe 01/17/2002 Added Job Number Field
```

```
*****-->
```

In-line Comments:

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

-Comment what is not readily discernible from the code.

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

Example:

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

```
while (condition
```

```
{If (isODD(x))
```

```
...
```

```
}
```

End of Line Comments:

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

Example:

```
If (a=2) then
```

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

```
Else
```

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

```
End if
```

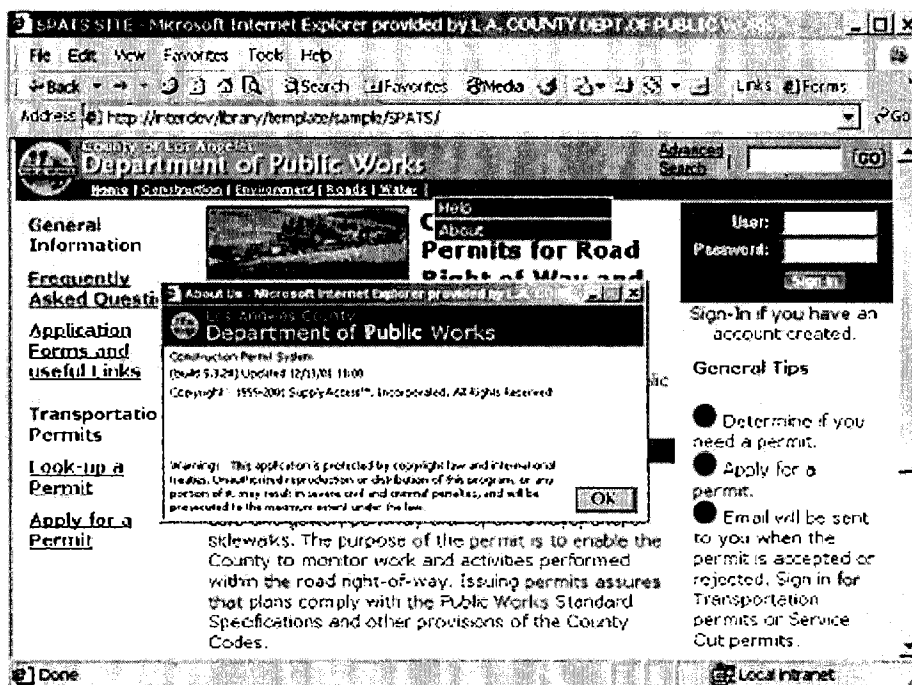
3.5.3. Rules and Tips on Commenting

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

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

3.5.4. Site Documentation

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



3.5.5. Naming Conventions

Programming

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

EXHIBIT F

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

Database:

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

Files:

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

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

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

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

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

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

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

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

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

For questions regarding database standards and guidelines, please contact:

Azam Popalzai (626) 458-4131 APOP@dpw.lacounty.gov
Salve Flores (626) 458-4367 sflores@dpw.lacounty.gov

3.5.6. Accessibility

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

3.5.7. Error Handling

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

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

Create a folder under "\apps\log\" with the application name to store these log files. The naming convention for these files should be formatted as (YYYY_MM_DD_HH_MM_SS_RandomNumber.txt), for example FAQ_2002_02_01_13_00_58_1.txt is the log file for FAQ and the error occurred on 2/1/2002 at 1:00:58 AM. Each error should generate a new file, which

contains the date and time of error, page caused generated the error and previous page (HTTP_REFERER), Error Type (Validation, ODBC, File Permission, etc.), and the Error Message. Purge the log files and archive in a zip file for 6 months. If developing in Cold Fusion, there is a custom tag created to accomplish this function. Include this tag in your application.cfm file:

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



3.5.8 Page Expiration and Relocation

a) Relocated files, directories, and sites

A custom page will be created that will inform the user the item has moved and where it is now located. There will be a link to the new location along with a message indicating the date the forwarding page will expire. From the initial deployment of the announcement page, the duration for the forwarding page will be for a minimum period of 90 days. The duration of the forwarding page's existence can be extended if required to provide improved customer service. The user will be forwarded to the new page after 10 seconds if no action is taken by the user. The creation of the forwarding page is the responsibility of the author(s) and/or IT Group/Unit relocating the items.

b) Expired, and deleted files, directories, and sites

A customized, site branded, HTML/XHTML based web page will be used by all website that replaces any existing generic 404 error page. This new page will have one or more links allowing the user to make a selection to continue to another part of our website. This page will remain visible to the user until they navigate to another page. The new page will be static page that should not have any active components in it such as ColdFusion, ASP, .NET, PHP, etc. JavaScript is allowed but should be kept to a minimum.

A template page is available for viewing from our intranet. Arrangements can be made to provide an electronic copy of this file. This template can be modified to accommodate different branding base on the web page requirements. This is a generic version that incorporates our existing branding.

<http://webdev/itd/dev/error404/error404.html>

3.6. Advertising Policy *(top)*

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

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

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

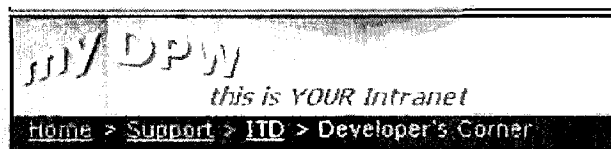
****See Appendix A for a detailed description with examples.**

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

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

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

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



Specifications:

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

Sample code:

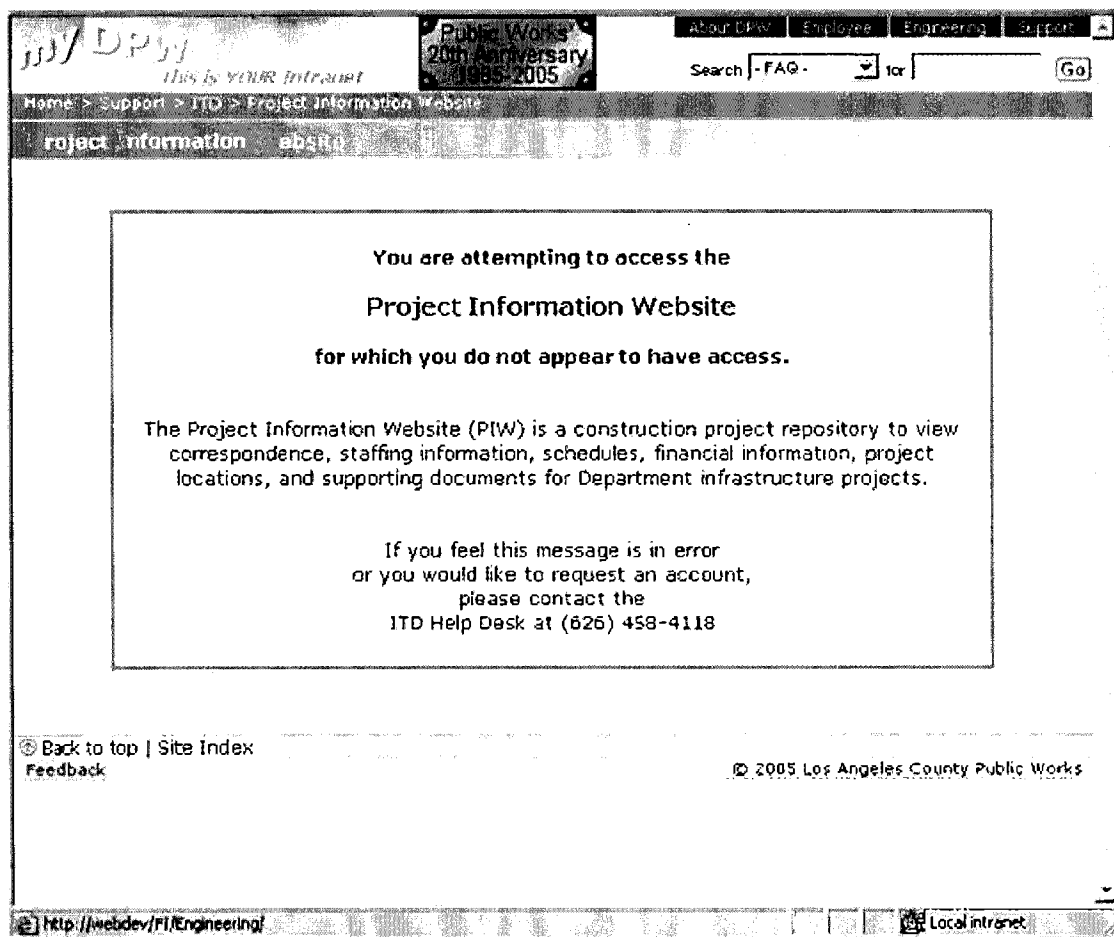
```
<A HREF='/index.cfm' STYLE='color: white'>Home</A> &gt;
<A HREF='/FI/Support/' STYLE='color: white'>Support</A> &gt;
<A HREF='/ITD/' STYLE='color: white'>ITD</A> &gt;
Developer's Corner
```

3.8. Unauthorized Access

[\(top\)](#)

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

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



Specifications:

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



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

Sample code:

None available.

3.9. User Confirmations *(top)*

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

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

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

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

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

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

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

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

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

The following conventions apply to filename:

Suffixes:

HTML files end in .html;

CFML files end in .cfm;

ColdFusion component (CFC) files end in .cfc;

ColdFusion custom tags end in .cfm;

XML files end in .xml.

Prefixes:

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

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

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

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

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

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

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

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

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

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

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

```
<cfimport taglib="/customtags/mmlf" prefix="mmlf" />
```

...

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Examples:

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

4.10. Scope Names

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

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

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

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

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

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



```

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

```

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

Example:

```

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

```

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

Examples:

```

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

```

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

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

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

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

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

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

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

The following naming conventions apply to databases and SQL.

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

EXHIBIT F

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

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

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

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

Disabilities can fall into four basic categories:

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

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

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

5.2.1. General

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

5.2.2. Image Maps

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

5.2.3. Forms

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

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

5.2.4. Tables

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

5.2.5. Applets and Scripts

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

5.2.6. Multimedia

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

5.2.7. Validation

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

5.2.8. JavaScript

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

5.2.9. Additional Resources

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

5.3. PDF Documents [\(top\)](#)

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

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

5.4. Layout *(top)*

5.4.1. Templates

- See Design Guidelines "Templates"

5.4.2. Template Usage Guidelines

- See Design Guidelines "Templates"

5.4.3. Top Navigation Menus

- See Design Guidelines "Top Navigation Menus"

5.4.4. Left Hand Navigation Column

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

5.4.5. Seal/Logo

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

5.4.6. Content Column

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

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

```
<TR>
```

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

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

```
</TR>
```

```
</TABLE>
```

- **Do not modify pixel width.**

5.4.7. Search Box

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

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

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

5.4.9. Footer

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

5.4.10. Search Results

- Break down search results into multiple pages. Use the following sample as a template.
Display results in an alphabetical order.

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

Unordered Results:

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

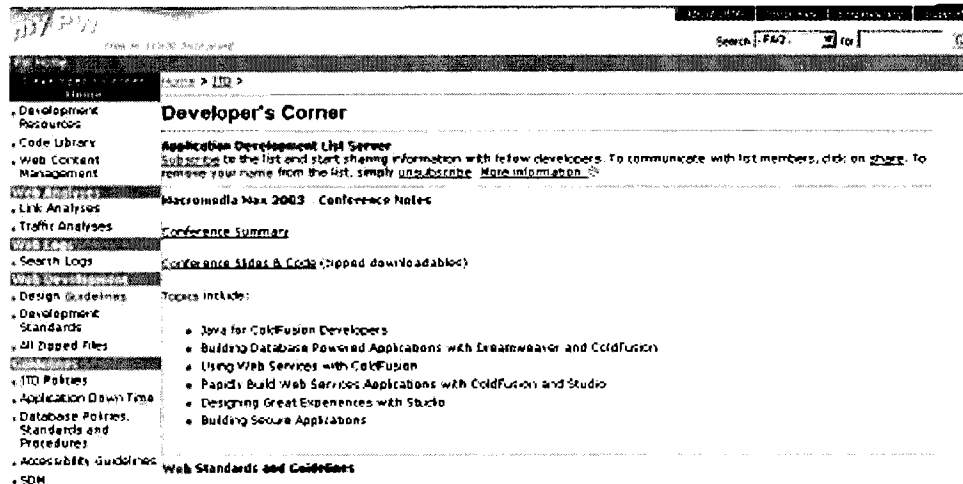
Download Templates

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

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

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

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



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

New standards will be followed in following manner:

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

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

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

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

All development of web pages will include the following types of security measures to ensure the Department of Public Works data is displayed/delivered only by the intended viewer. All efforts should be made to address, but are not necessarily limited to, the following security issues:

Javascript hijacking: any AJAX, JSON, or similar technology for data transport will be secured to prevent this security breach. Documentation on security measures will be provided by internal or external developers indicating how this security measure is implemented. The documentation must contain human readable and understandable, non-obfuscated, and non-encrypted code.

SQL injection: Web pages using active data that pass parameters to and from other web pages that execute queries against any database will ensure only the intended SQL query will be executed by the host system. Documentation on security measures will be provided by internal or external developers indicating how this security measure is implemented. The documentation must contain human readable and understandable, non-obfuscated, and non-encrypted code.

Data and information security will be addressed in all web page development. Any active component, including but not limited to: frameworks, platforms, or programming languages; incorporated into a DPW web page shall not reduce the pre-existing security or cause harm to the host system by the development and deployment of the newly developed web pages.

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

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

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

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

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

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

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

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

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

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

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

Poor performance can be caused by several reasons:

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

6.10. Quality Assurance[*\(top\)*](#)

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

6.11. Domain Name Registration [*\(top\)*](#)

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

6.12. Web Survey Guidelines [*\(top\)*](#)

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

6.13. Code Review [*\(top\)*](#)

- All Web pages shall undergo a review process to ensure compliance. Code review sessions should include the following:
 1. Peer review. Development managers are strongly encouraged to define a code review process for all developers.
 2. Standard compliance review.

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

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

DO NOT modify the predefined color pallet for:

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

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

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

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

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

Example:

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

Testing Tips:

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

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

7.2. Images [\(top\)](#)

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

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

7.3. Image Naming Convention [\(top\)](#)

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

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

See Resource Library.

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

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

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

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

The default locations for images:

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

Please Note:

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

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

The default locations for development resources:

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

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

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

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

Contact the following to gain access to shared applications.

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

DESIGN GUIDELINES

1. Introduction (top)

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

2. Overview (top)

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

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

For questions regarding web design guidelines, please contact:

Paul Lam	(626) 458-4394	pslam@dpw.lacounty.gov
Mooler Ang	(626) 458-4126	mang@dpw.lacounty.gov

Please discuss suggestions for changes or additions with Jesse Juarros at (626) 458-4117 – jjuarros@dpw.lacounty.gov

3. Design Elements: (top)

3.1. Look and feel (color and font, structure, technical graphics) (top)

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

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

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

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

3.1.2. Other Color & Font Issues

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

Testing Tips:

- Print screen (hold "Alt" key then press "Print Screen" button), paste screen in your graphic editing tool then change image attribute to Gray-Scale.
- View the page on a black and white monitor or view the page after printing it in black and white.
See link to [W3C Techniques](#) and [Lighthouse International's brochure "Color Contrast and Partial Sight"](#)
- Guidelines for image size, resolution and logo related issues are further addressed in Web Development Standards Section 9.2.
- Fonts are defined in the Cascading Style Sheet (CSS) folder that comes attached to the template zip file included in Web Development Standards Section 9.15.

3.1.3. Templates

3.1.3.1. Template Usage Guidelines:

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

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

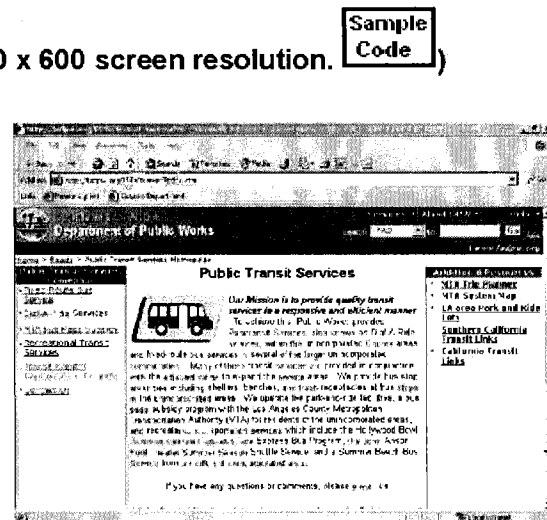
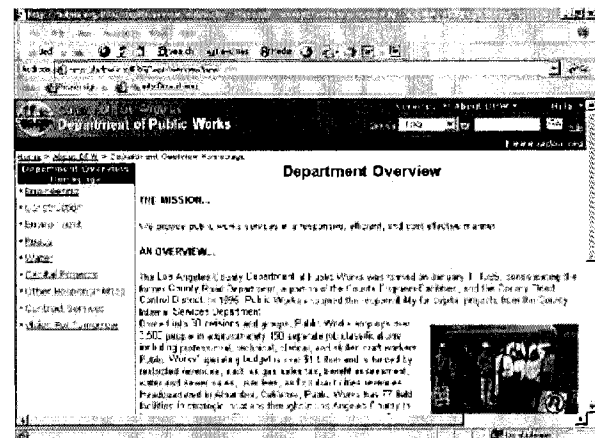
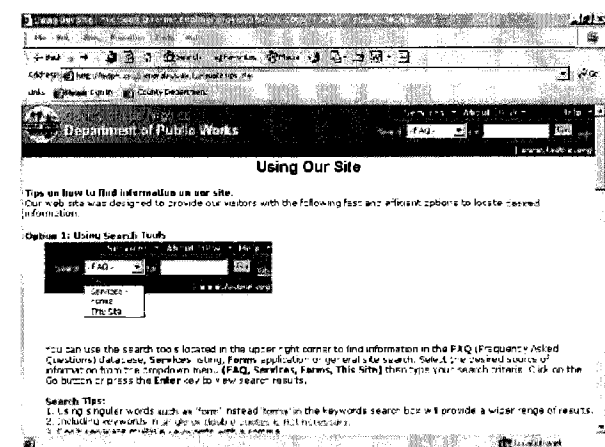


Figure 3A

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



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



3.1.3.2. Top Navigation Menus

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

3.1.3.3. Footer

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

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

- Privacy & Security Policy (<http://dpw.lacounty.gov/privacy.cfm>)
- A text version of the top navigation menu
- Go to top link

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

3.1.3.4. Terms of Use

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

<site name> Disclaimer

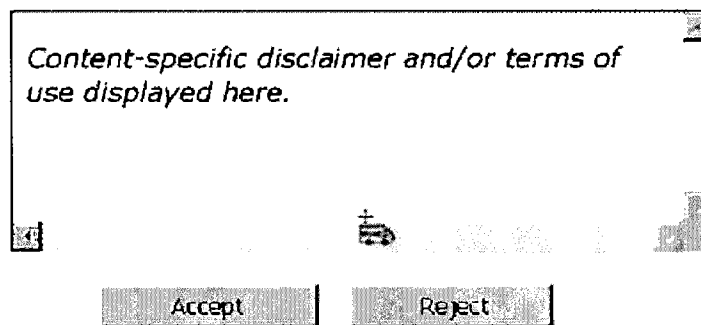


Figure 3D

3.1.4. Branding

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

3.2. Design Efficiency [\(top\)](#)

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

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

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

Users should be able to identify the following:

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

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

To support the widest range of users:

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

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

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

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

Refer to the following link for more information:

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

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

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

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

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

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

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

4. Review Process *(top)*

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

5. Domain Name Registration *(top)*

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

6. Linking to Websites *(top)*

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

6.1. Advertising Policy *(top)*

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

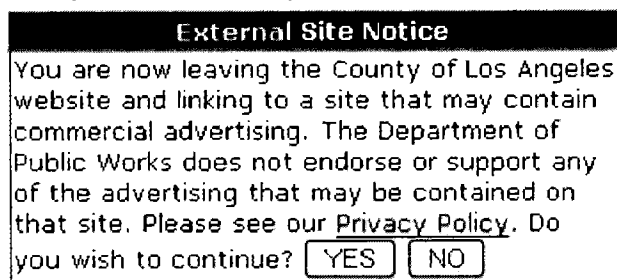


Figure 6A

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

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

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

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

7. Unauthorized Access (top)

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

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

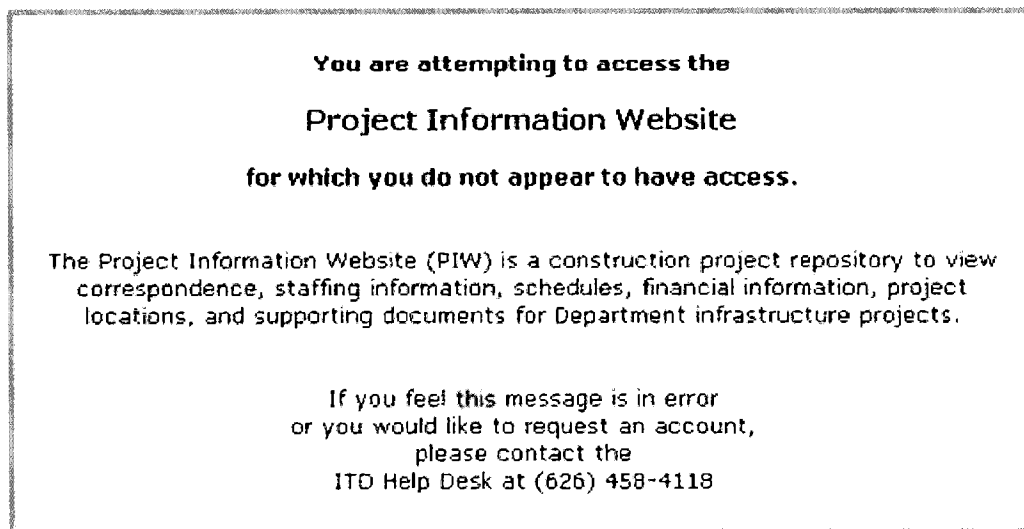


Figure 7A

Appendix C

Web Requirements Check List

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



"Enriching Lives"

EXHIBIT G

Cities within the County of Los Angeles

City Name	Supervisory District	Incorporation Effective	Class	Population*	Chronological Order of Incorporation
Agoura Hills	3	Dec. 8, 1982	General Law	23,337	1. Los Angeles
Alhambra	5	July 11, 1903	Charter	89,171	2. Pasadena
Arcadia	5	Aug. 5, 1903	Charter	56,547	3. Santa Monica
Artesia	4	May 29, 1959	General Law	17,551	4. Monrovia
Avalon	4	June 26, 1913	General Law	3,540	5. Pomona
Azusa	1	Dec. 29, 1898	General Law	48,932	6. Long Beach
Baldwin Park	1	Jan. 25, 1956	General Law	81,445	7. South Pasadena
Bell	1	Nov. 7, 1927	General Law	38,759	8. Compton
Bell Gardens	1	Aug. 1, 1961	General Law	46,786	9. Redondo Beach
Bellflower	4	Sept. 3, 1957	General Law	77,194	10. Whittier
Beverly Hills	3	Jan. 28, 1914	General Law	36,090	11. Azusa
Bradbury	5	July 26, 1957	General Law	953	12. Covina
Burbank	5	July 15, 1911	Charter	108,082	13. Alhambra
Calabasas	3	April 5, 1991	General Law	23,735	14. Arcadia
Carson	2	Feb. 20, 1968	General Law	98,159	15. Vernon
Cerritos (a)	4	April 24, 1956	Charter	54,855	16. Glendale
Claremont	5	Oct. 3, 1907	General Law	37,780	17. Huntington Park
Commerce	1	Jan. 28, 1960	General Law	13,550	18. La Verne
Compton	2	May 11, 1888	Charter	99,431	19. Hermosa Beach
Covina	5	Aug. 14, 1901	General Law	49,541	20. Sierra Madre
Cudahy	1	Nov. 10, 1960	General Law	25,880	21. Claremont
Culver City	2	Sept. 20, 1917	Charter	40,657	22. Inglewood
Diamond Bar	4	April 18, 1989	General Law	60,407	23. Burbank
Downey	4	Dec. 17, 1956	Charter	113,469	24. San Fernando
Duarte	5	Aug. 22, 1957	General Law	23,090	25. Glendora
El Monte	1	Nov. 18, 1912	General Law	126,308	26. El Monte
El Segundo	4	Jan. 18, 1917	General Law	16,999	27. Manhattan Beach
Gardena	2	Sept. 11, 1930	General Law	61,810	28. San Gabriel
Glendale	5	Feb. 15, 1906	Charter	207,303	29. San Marino
Glendora	5	Nov. 13, 1911	General Law	52,474	30. Avalon
Hawaiian Gardens	4	April 14, 1964	General Law	15,885	31. Beverly Hills
Hawthorne	2	July 12, 1922	General Law	89,979	32. Monterey Park
Hermosa Beach	4	Jan. 10, 1907	General Law	19,491	33. El Segundo
Hidden Hills	3	Oct. 19, 1961	General Law	2,013	34. Culver City
Huntington Park	1	Sept. 1, 1906	General Law	64,617	35. Montebello
Industry	1	June 18, 1957	Charter	797	36. Torrance
Inglewood	2	Feb. 14, 1908	Charter	118,868	37. Lynwood
Irwindale	1	Aug. 6, 1957	Charter	1,727	38. Hawthorne
La Cañada-Flintridge	5	Dec. 8, 1976	General Law	21,218	39. South Gate
La Habra Heights	4	Dec. 4, 1978	General Law	6,151	40. West Covina
La Mirada (b)	4	March 23, 1960	General Law	49,939	41. Signal Hill
La Puente	1	Aug. 1, 1956	General Law	43,269	42. Maywood
La Verne (c)	5	Sept. 11, 1906	General Law	33,981	43. Bell
Lakewood	4	April 16, 1954	General Law	83,508	44. Gardena
Lancaster	5	Nov. 22, 1977	General Law	145,074	45. Palos Verdes Estates
Lawndale	2	Dec. 28, 1959	General Law	33,593	46. Lakewood
Lomita	4	June 30, 1964	General Law	20,989	47. Baldwin Park
Long Beach (d)	4	Dec. 13, 1897	Charter	492,682	48. Cerritos
Los Angeles	1-5	April 4, 1850	Charter	4,065,585	49. La Puente
Lynwood	2	July 16, 1921	General Law	73,174	50. Downey
Malibu	3	March 28, 1991	General Law	13,712	51. Rolling Hills



Unincorporated Areas within the County of Los Angeles

Unincorp. Area	Supervisory District	Unincorp. Area	Supervisory District	Unincorp. Area	Supervisory District
Acton	5	La Crescenta	5	Santa Catalina Island	4
Agoura	3	La Rambla	4	Saugus	5
Agua Dulce	5	Ladera Heights	2	Soledad	5
Alpine	5	Lake Hughes	5	South San Gabriel	1
Altadena	5	Lake Los Angeles	5	South San Jose Hills	1
Antelope Acres	5	Lakeview	5	South Whittier	1, 4
Athens (or West Athens)	2	Lang	5	Stevenson Ranch	5
Avocado Heights	1	Lennox	2	Sulphur Springs	5
Baldwin Hills	2	Leona Valley	5	Sun Village	5
Bandini (islands)	1	Littlerock	5	Sunland/Sylmar/Tujunga	
Bassett	1	Llano	5	(adjacent)	5
Big Pines	5	Long Beach (islands)	4	Sunshine Acres	1
Bouquet Canyon	5	Longview	5	Three Points	5
Calabasas (adjacent)	3	Los Cerritos Wetlands	4	Topanga Canyon	3
Calabasas Highlands	3	Los Nietos	1, 4	Fernwood	
Canyon Country	5	Malibu Vista	3	Glenview	
Castaic	5	Marina del Rey	2, 4	Sylvia Park	
Castaic Junction	5	Mint Canyon	5	Topanga	
Charter Oak (islands)	5	Monrovia/Arcadia/ Duarte		Twin Lakes	5
Citrus (Covina islands)	1, 5	(islands)	5	Universal City	3
Crystallaire	5	Monte Nido	3	Val Verde	5
Deer Lake Highlands	5	Montrose	5	Valencia	5
Del Aire	2	Mulholland Corridor	3	Valinda	1
Del Sur	5	Cornell		Valyermo	5
East Azusa (islands)	1, 5	Las Virgenes/Malibu Canyon		Vasquez Rocks	5
East Rancho Dominguez	2	Malibou Lake		Veterans Administration Center	3
East Los Angeles	1	Malibu Bowl		View Park	2
Belvedere Gardens		Malibu Highlands		Walnut Park	1
City Terrace		Malibu/Sycamore Canyon		West Arcadia (islands)	5
Eastmont		Monte Nido		West Carson	2, 4
East Pasadena	5	Seminole Hot Springs		West Chatsworth	3, 5
East San Gabriel	5	Sunset Mesa		West Pomona (islands)	5
East Whittier	4	Trifuno Canyon		West Puente Valley	1
El Camino Village	2	Neenach	5	West Rancho Dominguez/	
El Dorado	5	Newhall	5	Victoria	2
Elizabeth Lake	5	North Claremont (islands)	1, 5	West Whittier	1, 4
Fairmont	5	Northeast San Dimas (islands)	5	Westfield	4
Firestone	1, 2	Northeast Whittier (island)	4	Westmont	2
Florence	1, 2	Northwest Whittier	4	White Fence Farms	5
Forrest Park	5	Norwalk/Cerritos (islands)	4	Whittier Narrows	1
Franklin Canyon	3	Oat Mountain	5	Willowbrook	2
Glendora (islands)	5	Pearblossom	5	Wilsona Gardens	5
Gorman	5	Placerita Canyon	5	Windsor Hills	2
Graham	1, 2	Quartz Hill	5	Wiseburn	2
Green Valley	5	Rancho Dominguez	2	Wrightwood	5
Hacienda Heights	1, 4	Redman	5		
Hi Vista	5	Roosevelt	5		
Juniper Hills	5	Rowland Heights	1, 4		
Kagel Canyon	5	San Clemente Island	4		
Kinneloa Mesa	5	San Pasqual	5		

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REV. 11/08 Web AS

Cities within the County of Los Angeles (continued)

EXHIBIT G

City Name	Supervisory District	Incorporation Effective	Class	Population*
Manhattan Beach	4	Dec. 7, 1912	General Law	36,718
Maywood	1	Sept. 2, 1924	General Law	29,984
Monrovia	5	Dec. 15, 1887	General Law	39,531
Montebello	1	Oct. 15, 1920	General Law	65,667
Monterey Park	1	May 29, 1916	General Law	64,874
Norwalk	4	Aug. 26, 1957	General Law	109,567
Palmdale	5	Aug. 24, 1962	General Law	151,346
Palos Verdes Estates	4	Dec. 20, 1939	General Law	14,046
Paramount	4	Jan. 30, 1957	General Law	57,874
Pasadena	5	June 19, 1886	Charter	150,185
Pico Rivera	1	Jan. 29, 1958	General Law	66,899
Pomona	1	Jan. 6, 1888	Charter	163,408
Rancho Palos Verdes	4	Sept. 7, 1973	General Law	42,800
Redondo Beach	4	April 29, 1892	Charter	67,646
Rolling Hills	4	Jan. 24, 1957	General Law	1,969
Rolling Hills Estates	4	Sept. 18, 1957	General Law	8,149
Rosemead	1	Aug. 4, 1959	General Law	57,594
San Dimas	5	Aug. 4, 1960	General Law	36,878
San Fernando	3	Aug. 31, 1911	General Law	25,292
San Gabriel	5	April 24, 1913	General Law	42,829
San Marino	5	April 25, 1913	General Law	13,393
Santa Clarita	5	Dec. 15, 1987	General Law	177,150
Santa Fe Springs	1	May 15, 1957	General Law	17,784
Santa Monica	3	Dec. 9, 1886	Charter	92,494
Sierra Madre	5	Feb. 7, 1907	General Law	11,083
Signal Hill	4	April 22, 1924	General Law	11,430
South El Monte	1	July 30, 1958	General Law	22,615
South Gate	1	Jan. 15, 1923	General Law	102,770
South Pasadena	5	Feb. 29, 1888	General Law	25,832
Temple City	5	May 25, 1960	Charter	35,747
Torrance	4	May 12, 1921	Charter	149,111
Vernon	1	Sept. 22, 1905	General Law	95
Walnut	1	Jan. 19, 1959	General Law	32,486
West Covina	5	Feb. 17, 1923	General Law	112,648
West Hollywood	3	Nov. 29, 1984	General Law	37,580
Westlake Village	3	Dec. 11, 1981	General Law	8,858
Whittier	4	Feb. 28, 1898	Charter	86,788

*Source: California Department of Finance, January 2009

Chronological Order of Incorporation

52.	Paramount
53.	Santa Fe Springs
54.	Industry
55.	Bradbury
56.	Irwindale
57.	Duarte
58.	Norwalk
59.	Bellflower
60.	Rolling Hills Estates
61.	Pico Rivera
62.	South El Monte
63.	Walnut
64.	Artesia
65.	Rosemead
66.	Lawndale
67.	Commerce
68.	La Mirada
69.	Temple City
70.	San Dimas
71.	Cudahy
72.	Bell Gardens
73.	Hidden Hills
74.	Palmdale
75.	Hawaiian Gardens
76.	Lomita
77.	Carson
78.	Rancho Palos Verdes
79.	La Cañada-Flintridge
80.	Lancaster
81.	La Habra Heights
82.	Westlake Village
83.	Agoura Hills
84.	West Hollywood
85.	Santa Clarita
86.	Diamond Bar
87.	Malibu
88.	Calabasas

Cities Now Consolidated

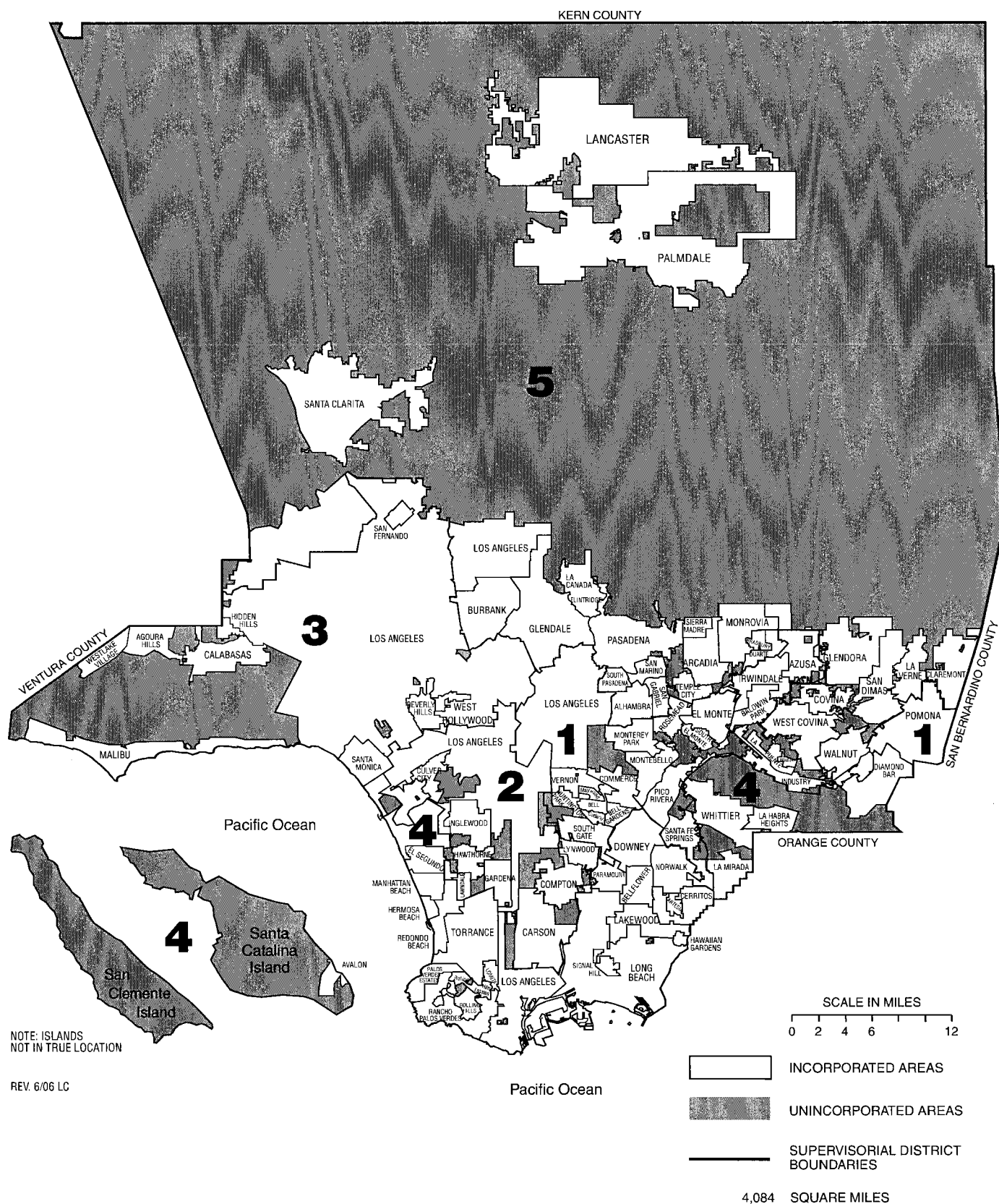
City Name	Date of Incorporation	Consolidated with City of	Date of Consolidation
Barnes City	Feb. 13, 1926	Los Angeles	April 11, 1927
Belmont Heights	Oct. 9, 1908	Long Beach	Nov. 24, 1909
Eagle Rock	March 1, 1911	Los Angeles	May 17, 1923
Hollywood	Nov. 9, 1903	Los Angeles	Feb. 7, 1910
Hyde Park	May 12, 1921	Los Angeles	May 17, 1923
San Pedro	Mar. 1, 1888	Los Angeles	Aug. 28, 1909
Sawtelle	Nov. 26, 1906	Los Angeles	July 13, 1922
Tropico	Mar. 15, 1911	Glendale	Jan. 9, 1918
Tujunga	May 1, 1925	Los Angeles	March 7, 1932
Venice (e)	Feb. 17, 1904	Los Angeles	Nov. 25, 1925
Watts	May 23, 1907	Los Angeles	May 29, 1926
Wilmington	Dec. 27, 1905	Los Angeles	Aug. 28, 1909

Footnotes

- (a) Name changed from Dairy Valley to Cerritos, March 1, 1966.
- (b) Incorporated March 23, 1960 as City of Mirada Hills. Name changed to La Mirada on December 15, 1960 (approved by voters November 8, 1960, filed with Secretary of State on December 15, 1960).
- (c) Incorporated September 11, 1906 as City of Lordsburg Name changed to La Verne on August 24, 1917.
- (d) First incorporated on February 10, 1888, disincorporated July 24, 1896. Second incorporation effective December 13, 1897—Long Beach.
- (e) Incorporated as the City of Ocean Park on February 17, 1904. Name changed to Venice June 2, 1911.

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EXHIBIT G



Student Enrollment by Grade

Los Angeles County

Reported 2010-2011 Numbers¹

Level	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Ungraded Elementary	Total Enrollment
Public	115,752	118,848	116,766	115,894	117,409	119,947	117,963	797	823,376
Private	14,156	12,274	11,972	11,435	11,677	11,803	12,953	267	86,537
Total	129,908	131,122	128,738	127,329	129,086	131,750	130,916	1,064	909,913
Level	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Ungraded Secondary	Total	
Public	119,997	123,585	142,818	134,511	124,346	119,823	1,087	766,167	
Private	13,228	13,454	12,885	12,726	12,525	12,482	604	77,904	
Total	133,225	137,039	155,703	147,237	136,871	132,305	1,691	844,071	

¹ Numbers calculated from the California Department of Education, reported numbers August, 2011

ROCK THE PLANET TOUR

Pledge

Check one or more boxes to tell us what you'll do to prevent pollution. Fill in your name & address, have your parent or guardian sign, and mail this card back to us (no stamp needed).

We'll send you a Super Environmental Defenders prize.

BECOME A SUPER ENVIRONMENTAL DEFENDER AND HELP US ROCK THE PLANET!

I WILL REDUCE BY: _____

- ☐ Saying "No bag, thank you," when buying something small.
- ☐ Taking only one napkin and a few ketchups when eating out.

MAKING LESS,
USING LESS,
REDUCE.

I WILL REUSE BY: _____

- ☐ Taking my lunch in a reusable lunch bag.
- ☐ Giving old toys and clothes to charity.

OVER AND OVER AGAIN.
REUSE.

I WILL RECYCLE: _____

- ☐ Aluminum and tin cans and glass and plastic bottles.
- ☐ All kinds of paper and grass and leaves.

OLD TO NEW...
MAKE INTO SOMETHING
NEW... **RECYCLE!**

I WILL PREVENT STORM WATER POLLUTION BY: _____

- ☐ Picking up after my dog.
- ☐ Putting trash where it belongs.

WHAT IS THE SOLUTION TO
STORM WATER POLLUTION?
YOU CAN'T THROW GARBAGE
IN THE STREET!

I WILL PREVENT HOUSEHOLD HAZARDOUS WASTE BY PROPERLY DISPOSING OF: _____

- ☐ Old computers, batteries from my games, etc.
- ☐ Fingernail polish or hair spray.

HOUSEHOLD
HAZARDOUS WASTE
HAS ITS PROPER
PLACE.

Name _____

Complete Address Required _____

Address _____

City _____

State _____

Zip _____

Parent/Guardian Signature: _____

Parent or guardian signature must be included. Please allow six to eight weeks for delivery.





ROCK THE PLANET
TOUR



THE ENVIRONMENTAL

DEFENDERS

CERTIFICATE OF HONOR

Congratulations! To honor you for helping save the world from pollution, the Environmental Defenders – Leia, Ricardo, Buzz and June – hereby bestow upon you the title of...

SUPER ENVIRONMENTAL DEFENDER

Thank you for pledging to help protect the environment. As a Super Environmental Defender, you are entitled to the enclosed Rock the Planet remix CD. We hope you enjoy it. Keep up the great work and remember to keep reducing, reusing, recycling, preventing storm water pollution and properly disposing of household hazardous waste. Keep on Rockin' the Planet!

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Department of Public Works

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