



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**

March 17, 2014

NOTICE OF REQUEST FOR PROPOSALS FOR SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2014-AN004)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Secondary School Environmental Education Program (2014-AN004). The total annual contract amount of this service shall not exceed \$643,000. Any proposals submitted with an annual contract amount of higher than \$643,000 will be immediately disqualified as nonresponsive. 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, 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 7-12 grade education program is called the Generation Earth (GE) Program. The purpose of the GE Program is to educate students in public/private middle and high schools (7-12 grade) by implementing environmental Service Learning projects (as described in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A.17) on school campuses or throughout their community. Projects can include stormwater pollution prevention, water conservation, household hazardous waste/electronic waste, the four R's (Reduce, Reuse, Recycle, and Rethink), and other waste reduction programs. The GE Program is well known among secondary school teachers and students. Information regarding the GE Program can be accessed at www.generationearth.com.

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

1. Proposing entity or its managing employee, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General

Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), 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 conducted within the last ten years by the proposing entity or its managing employee. These information/personnel must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: This Minimum Mandatory Requirement must be met by the proposing entity or its managing employee and subcontracting is not allowed.

2. Proposing entity or its managing employee(s), assigned to oversee this Program, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), must have a minimum of three years (36 months) of experience within the last ten years in each of the following fields:
 - Environmental-related public and/or private education
 - Environmental-related outreach event campaigns
 - Coordination of environmental-related Service Learning projects (as described in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A.17)

Such personnel must be identified by the proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

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

3. Proposer's staff assigned to Task 5 (Assist Teachers/Students with Service Learning projects) must have conducted a minimum of five environmental-related Service Learning projects in at least two or more schools within the last ten years. The proposal shall identify at least three examples of such environmental-related Service Learning projects to support this Minimum Mandatory Requirement. Such personnel and Service Learning projects must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: Proposer may use a subcontractor(s) to meet this Minimum Mandatory Requirement.

4. Proposer's staff assigned to Task 13, Assessment, shall have a minimum of three years of experience conducting assessments and research evaluations. Such personnel must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: Proposer may use subcontractor(s) to meet this Minimum Mandatory Requirement.

A Proposers' Conference will be held on **Monday, March 31, 2014, at 2 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Monday, April 14, 2014, at 5:30 p.m. Please direct your questions to Mr. Manoukian at (626) 458-4057.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AS-0.

Very truly yours,

GAIL FARBER
Director of Public Works



JACOB WILLIAMS
Assistant Director

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
SECONDARY SCHOOL ENVIRONMENTAL
EDUCATION PROGRAM (2014-AN004)



Approved 3/13/, 2014
Gail Farber
Director of Public Works

By: [Signature]
Deputy Director

REQUEST FOR PROPOSALS
FOR
SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2014-AN004)
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

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

B. Minimum Mandatory Requirements

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

1. Proposing entity or its managing employee, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), 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 conducted within the last ten years by the proposing entity or its managing employee. These information/personnel must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: This Minimum Mandatory Requirement must be met by the proposing entity or its managing employee and subcontracting is not allowed.

2. Proposing entity or its managing employee(s), assigned to oversee this Program, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), must have a minimum of three years (36 months) of experience within the last ten years in each of the following fields:
 - Environmental-related public and/or private education
 - Environmental-related outreach event campaigns
 - Coordination of environmental-related Service Learning projects (as described in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A.17)

Such personnel must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP. **Important Note: This Minimum Mandatory Requirement must be met by the proposing entity or its managing employee(s) and subcontracting is not allowed.**

3. Proposer's staff assigned to Task 5 (Assist Teachers/Students with Service Learning projects) must have conducted a minimum of five environmental-related Service Learning projects in at least two or more schools within the last ten years. The proposal shall identify at least three examples of such environmental-related Service Learning projects to support this Minimum Mandatory Requirement. Such personnel and Service Learning projects must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: Proposer may use a subcontractor(s) to meet this Minimum Mandatory Requirement.

4. Proposer's staff assigned to Task 13, Assessment, shall have a minimum of three years of experience conducting assessments and research evaluations. Such personnel must be identified by the proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: Proposer may use subcontractor(s) to meet this Minimum Mandatory Requirement.

C. Contract Analyst

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

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

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

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

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
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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

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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>

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.dgs.ca.gov/pd/program/osds.aspx>.
- N. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company
- The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. The proposed contract will only be awarded to the entity that submitted the proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation and evaluated in accordance with the Board's policy regarding contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.
- O. Prompt Payment Program
- It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.
- P. Proposer's Charitable Contributions Compliance
- California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, 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 including, but not limited to, staff members, Supervisors and subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.
3. Disqualification of any Contractor 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 Contractor 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

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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 on-line 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.

U. Disabled Veteran Business Enterprise (DVBE) Preference Program

1. The County will give DVBE preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise (DVBE), consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as: 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise (DVBE); or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
2. Certified DVBEs must request the DVBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed.
3. In no case shall the DVBE Preference Program price or scoring preference be combined with any other county preference program to exceed 8 percent in response to any county solicitation.
4. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified DVBE.
5. To request the Disabled Veteran Business Enterprise preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Form PW-18 with supporting documentation with their proposal.

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

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

V. Time Off for Voting

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

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

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

1. Title page

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

2. Table of Contents

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

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

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

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

5. Experience

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

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

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

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

- Demonstrate that within the last five years, Proposer's staff assigned to this proposal have successfully planned, coordinated, and implemented at least one public and/or private education and outreach program that demonstrate expertise with integrating State of California curriculum standards into the program curriculum, and development of curriculum materials. For each program listed, the Proposer's or its managing employee(s) must have coordinated Service Learning (as described in Exhibit A, Scope of Work, Section E.5, on pages A.12 to A.17) project(s) for the programs; and must also include Proposer's description on how Service Learning projects were coordinated, how many Service Learning projects were completed, the subject name for each Service Learning project, the target audience(s), and the total number of students involved with Service Learning projects on an annual basis within the last ten years.

- Demonstrate the Proposer's successful development and circulation of promotional materials, the corresponding campaign name(s), the target audience(s), and the total number of students reached on an annual basis within the last ten years.
- Demonstrate that within the last five years, Proposer's staff assigned to this proposal has successfully planned, coordinated, and implemented at least three training sessions for K-12 grade educators. Describe the topic of each training session provided to the educators.
- Has submitted examples, such as a copy of a presentation, video, or program brochure, supporting that Proposing entity or its managing employee(s), assigned to oversee this Program, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), have a minimum of three years (36 months) of experience within the last ten years in each of the following fields: Environmental-related public and/or private education; Environmental-related event coordination, and coordination of environmental-related Service Learning projects. (as defined in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A. 17)
- Has submitted at least three examples, such as a copy of a presentation, video, or program brochure of environmental-related Service Learning projects, i.e., air quality, source reduction, water quality, water conservation, etc., supporting that Proposer's staff assigned to Task 5 (Assist Teachers/Students with Service Learning Projects) must have conducted a minimum of five environmental-related Service Learning projects in at least two or more schools within the last ten years.
- Proposer's plan to secure corporate partnership and donations to the Generation Earth Program, if necessary.

6. Work Plan

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

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

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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 15), as specified in Exhibit A, Scope of Work. Each Task (2 through 15) shall have its own subheading in the Work Plan. The evaluators may give reduced scores to Work Plans that omit any of the Tasks/Deliverables identified in Exhibit A, Scope of Work.

7. Subcontractors

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

8. 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.

9. Forms List

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

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors

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

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

10. 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

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PW-5	Conflict of Interest Certification
PW-7	Proposer's Equal Employment Opportunity Certification
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only)
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification

11. Additional Information

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

B. Proposal Submission

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

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

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

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

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that

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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
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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,

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

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

G. Knowledge of Work to be Done

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

H. Notice to Proposers Regarding the Public Records Act

1. 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

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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 Independent Review, the County Independent Review 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

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

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

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

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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. Consultant Independent

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

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

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

C. Evaluation of Proposals

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

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

D. Pass/Fail Review

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

1. Proposer 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 Form PW-2, Schedule of Prices.

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 has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, **and has submitted a completed and signed Form PW-19.**
7. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A.
8. Proposer is signed in as attending the Proposers' Conference.

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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. Any proposals submitted that exceeds the annual contract amount of \$643,000 will be immediately disqualified as 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, the Local Small Business Preference, or the Disabled Veteran Business Enterprise (DVBE) Preference Program 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: Eight 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.
- Disabled Veteran Business Enterprise (DVBE) Preference Program. To the extent permitted by State and federal law, should one or more of the Proposers qualify for the Disabled

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Veteran Business Enterprise (DVBE) Preference (Form PW-19), 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 DVBE Proposers who requested and were granted the DVBE Preference. The DVBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

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

2. Performance History/References (10 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 2.5 points for each responding reference up to a total of four responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all contracts with the County of Los Angeles during the previous three years and must identify County's contacts for each contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

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

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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 (35 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. In addition, The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated contract(s) reported on Form PW-14, Proposer's List of Terminated Contracts.

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

- Demonstrate that within the last five years, Proposer's staff assigned to this proposal have successfully planned, coordinated, and implemented at least one public and/or private education and outreach program that demonstrate expertise with integrating State of California curriculum standards into the program curriculum, and development of curriculum materials. For each program listed, the Proposer's or its managing employee(s) must have coordinated Service Learning (as described in Exhibit A, Scope of Work, Section E.5, on pages A.12 to A.17) project(s) for the programs; and must also include Proposer's description on how Service Learning projects were coordinated, how many Service Learning projects were completed, the subject name for each Service Learning project, the target audience(s), and the total number of students involved with Service Learning projects on an annual basis within the last ten years.
- Demonstrate the Proposer's successful development and circulation of promotional materials, the corresponding campaign name(s), the target audience(s), and the total number of students reached on an annual basis within the last ten years.

- Demonstrate that within the last five years, Proposer's staff assigned to this proposal has successfully planned, coordinated, and implemented at least three training sessions for K-12 grade educators. Describe the topic of each training session provided to the educators.
- Has submitted examples, such as a copy of a presentation, video, or program brochure, supporting that Proposing entity or its managing employee(s), assigned to oversee this Program, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), have a minimum of three years (36 months) of experience within the last ten years in each of the following fields: Environmental-related public and/or private education; Environmental-related event coordination, and coordination of environmental-related Service Learning projects (as defined in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A. 17).
- Has submitted at least three examples, such as a copy of a presentation, video, or program brochure of environmental related Service Learning projects, i.e., air quality, source reduction, water quality, water conservation, etc., supporting that Proposer's staff assigned to Task 5 (Assist Teachers/Students with Service Learning Projects) must have conducted a minimum of five environmental related Service Learning projects in at least two or more schools within the last ten years.
- Proposer's plan to secure corporate partnership and donations to the Generation Earth Program, if necessary.

4. Work Plan (45 points)

Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum performance expectations.

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. 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 15 in

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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.

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.

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

- Proposer's plan to secure corporate partnership and donations to the Generation Earth Program, if necessary.

5. Presentation and Interview (10 Points)

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

- Demonstration of how the Proposer's strategic vision, planning, and methodology of execution will achieve and/or exceed the Generation Earth Secondary Environmental education program's goals.
- Demonstration of how the Team's communication, collaboration, management, and methodology of execution will result in a coherent and unified effort for the Proposer's program to achieve and/or exceed the Secondary Environmental Education Program's goals.
- Demonstration of how the team will proactively adapt to, as well as react to, unforeseen/changing event conditions and/or requests from the County.
- Presentation by the facilitator(s) of a previously implemented Service Learning project, demonstrating facilitator's knowledge of environmental issues.

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

Additional guidelines, if provided to the proposers prior to the scheduling of presentation and interview, shall be followed by the Proposer.

6. Optional Interview/Clarification

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

7. Additional Criteria

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

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal(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 business days of the issuance of the solicitation document.

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

D. Place to Submit Requests for Review

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

E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the 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).
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

F. Debriefing Process

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

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

G. Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and 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 time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review Process

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

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

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

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TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
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	REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

ATTACHMENTS

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

VERIFICATION OF PROPOSAL

DATE: , 201		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service:			
DECLARANT INFORMATION			
3. Name Of declarant:			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is:			
PROPOSER INFORMATION			
6. Proposer's full legal name:		Telephone No.:	
Physical Address (NO P.O. BOX):		Mobile No.:	
e-mail:		Fax No.:	
County WebVen No.:	IRS No.:	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
☐ Sole proprietor	Name of Proprietor:		
☐ A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
☐ A general partnership:	Names of partners:		
☐ A limited partnership:	Name of general partner:		
☐ A joint venture of:	Names of joint venturers:		
☐ A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☐ No ☐ Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? ☐ No ☐ Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? ☐ No ☐ Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent:			Date:
Type name and title:			

**SCHEDULE OF PRICES
FOR
SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(2014-AN004)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following prices(s). The Proposer shall include in the unit rates all administrative costs, labor, supervision, materials, parking fees, transportation, taxes, insurance, equipment, postal fees, and supplies unless stated otherwise in the RFP. 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 not exceed the budget for each Task as indicated in its submitted form PW-2, Schedule of Prices and per Exhibit A, Scope of Work, Section E, Tasks/Deliverables. **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, 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 TASK.

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Task 1: Generation Earth Secondary School Environmental Education Work Plan	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=	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Task 2: Teacher One-Day Workshops (Coordination, develop curriculum, curriculum materials, and print copies of curriculum materials, presentation, develop/ administer/ analyze evaluation forms, recap reports, etc.) List workshop names and reservation fees Workshop newspaper advertisement cost (design/paid placement)	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=	\$
			Subtotal:	\$
			Reservation fees:	
	1.		\$	\$
	2.		\$	\$
	3.		\$	\$
	4.		\$	\$
	5.		\$	\$
	6.		\$	\$
	7.		\$	\$
	8.		\$	\$
9.		\$	\$	
		Subtotal:	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		Subtotal	\$	

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Social media outreach	_____	_____	_____	
	_____	_____	_____	
	_____	_____	_____	
			Subtotal	\$ _____
Workshop flyer (design/printing/ distribution cost)	1. _____		\$ _____	\$ _____
	2. _____		\$ _____	\$ _____
	3. _____		\$ _____	\$ _____
	4. _____		\$ _____	\$ _____
	5. _____		\$ _____	\$ _____
	6. _____		\$ _____	\$ _____
	7. _____		\$ _____	\$ _____
	8. _____		\$ _____	\$ _____
	9. _____		\$ _____	\$ _____
			Subtotal:	\$ _____
Purchase Polo Shirts with Generation Earth logo (replace when needed) for 10 employees	_____ Fixed Price		\$ _____ =	\$ _____
			Subtotal	\$ _____
Venue parking fees for staff and participants	1. _____		\$ _____	\$ _____
	2. _____		\$ _____	\$ _____
	3. _____		\$ _____	\$ _____
	4. _____		\$ _____	\$ _____
	5. _____		\$ _____	\$ _____
	6. _____		\$ _____	\$ _____
	7. _____		\$ _____	\$ _____
	8. _____		\$ _____	\$ _____
	9. _____		\$ _____	\$ _____
			Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Workshop refreshments (i.e., water, coffee, fruit, muffins, etc.)	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____		\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
			Subtotal:	\$ _____
Task 3: Teacher Two-Day Institute Workshop (coordination, presentation, fact sheet, develop curriculum, curriculum materials, and print curriculum materials, field trip(s) coordination, recap reports, develop/ administer/analyze/ evaluation forms, etc.)	List ONLY staff Title(s) that Apply: _____ _____ _____	_____ _____ _____	Hrs X Hrs X Hrs X	\$ _____ /HR= \$ _____ /HR= \$ _____ /HR=
			Subtotal:	\$ _____
Room reservation/ venue parking fees for staff and participants	_____	\$ _____	\$ _____ =	\$ _____
			Subtotal:	\$ _____
List workshop location	_____			
Coordinate a social media campaign to promote workshop registration	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	Hrs X Hrs X Hrs X Hrs X Hrs X	\$ _____ /HR= \$ _____ /HR= \$ _____ /HR= \$ _____ /HR= \$ _____ /HR=

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Workshop flyer (design/printing/ distribution cost)		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
Workshop newspaper advertisements (design and one paid placement in each Los Angeles County Supervisory District)		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
		_____ Hrs X	\$ _____/HR=	\$ _____
Subtotal:			\$ _____	
Bus transportation fees for field trip portion of the workshop to one or two locations	1. _____	_____ Hrs X	\$ _____/HR=	\$ _____
	2. _____	_____ Hrs X	\$ _____/HR=	\$ _____
Subtotal:			\$ _____	
Workshop refreshments/lunch (i.e., water, coffee, fruit, muffins, salads, sandwiches, etc.)	Day 1 _____	\$ _____	\$ _____ =	\$ _____
	Day 2 _____	\$ _____	\$ _____ =	\$ _____
Subtotal:			\$ _____	
Gift cards (honorariums) for Institute workshop guest speakers (teachers/students)		_____	X \$25 each	\$ _____

Subtotal:			\$ _____	

DESCRIPTION	CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Task 4: Community Events - Event Spreadsheet (annual) - Registration fees - Promote events - Coordinate and attend community events - Setup and teardown - Distribute material at events - Submit event debriefing reports	List ONLY staff Title(s) that Apply: _____ _____ _____ _____ _____ List name of Community Event(s) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____	\$ _____ /HR= (flat rate of 2 staff) List applicable registration fees: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ Subtotal:	\$ _____ \$ _____ Subtotal:
Conduct Intercept surveys	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____	Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Task 5: Assist Teachers/Students with Service Learning Projects Includes all staff hours to assist teachers/students to complete Service Learning projects (i.e., attending meetings with teachers, contact by e-mail or telephone, coordinating field trips and preparing debriefing reports for each Service Learning project completed by schools.	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 6: Outreach: - Attend four school district meetings and provide recap reports; - Coordinate stormwater and recycling coordinators outreach; - Prepare PowerPoint and conduct presentations at a Municipal NPDES Permit meeting - Promote GE Program and website through CREEC and other educational organizations	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/qty X unit rate)
Task 7: Interschool Competitions	List ONLY staff Title(s) that Apply:			
A. Battle of the Schools (coordinate and complete all Tasks)		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
			\$ ____/HR=	\$ ____
		\$ ____/UNIT =	\$ ____/UNIT =	\$ ____
		\$ ____/UNIT =	\$ ____/UNIT =	\$ ____
			Subtotal:	\$ ____
Purchase trophies/ plaques for the five winning schools		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		X	\$ ____/UNIT =	\$ ____
		X	\$ ____/UNIT =	\$ ____
			Subtotal:	\$ ____
Coordinate Board of Supervisors scroll presentations		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
			Subtotal:	\$ ____
Bus or other transportation for the five winning schools to the scroll presentation		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		Hrs X	\$ ____/HR=	\$ ____
		X	\$ ____/UNIT =	\$ ____
			Subtotal:	\$ ____
Substitute teacher fees (if needed) for one to five teachers to attend scroll presentation		X	\$ ____/UNIT =	\$ ____
		X	\$ ____/UNIT =	\$ ____
		X	\$ ____/UNIT =	\$ ____
		X	\$ ____/UNIT =	\$ ____
		X	\$ ____/UNIT =	\$ ____
			Subtotal:	\$ ____

DESCRIPTION	CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
B. Streets to the Sea Challenge (coordinate and complete all Tasks)	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
		Subtotal:	\$ _____
Coordinate Challenge Awards Ceremony	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
		Subtotal:	\$ _____
Coordinate a corporate partnership campaign for the Awards Ceremony	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
Coordinate logistics and cost for floating lab field trip and bus transportation for two winning schools to the floating lab (approximately 60 students/teachers)	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ Hrs X	\$ _____/HR=	\$ _____
	_____ X	\$ _____/UNIT =	\$ _____
		Subtotal:	\$ _____
Substitute teacher fees (if needed) for two days for two teachers to attend the awards ceremony and floating lab field trip held on separate days.	_____ X	\$ _____/UNIT =	\$ _____
	_____ X	\$ _____/UNIT =	\$ _____
	_____ X	\$ _____/UNIT =	\$ _____
	_____ X	\$ _____/UNIT =	\$ _____
		Subtotal:	\$ _____

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)	
Purchase trophies/plaques for winning schools		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
			Subtotal:	\$ _____	
C. Additional proposed interschool competitions		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
			Subtotal:	\$ _____	
Task 8: Promotional Items	Purchase promotional items: canvas bags, t-shirts, pens, commuter/travel mugs, etc.	_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
		_____ Hrs X	\$ _____ /HR=	\$ _____	
	Types of Promotional Item(s)				
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		_____ X	\$ _____ /UNIT =	\$ _____	
		Subtotal:	\$ _____		
	Storage fees (if needed)	_____ monthly rate	\$ _____ /each=	\$ _____	
			Subtotal:	\$ _____	

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Task 9: Curriculum Materials	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:	\$ ____
Coordination/review of curriculum materials by LA County Office of Education/CREEC			\$ ____/UNIT =	\$ ____
			\$ ____/UNIT =	\$ ____
			Subtotal	\$ ____
Reprint 3,000 of each guide: Teacher Action, Student Action; Student Project Manager; Urban Water Cycle; and Waste Audit.		X	\$ ____/UNIT =	\$ ____
			Subtotal:	\$ ____
Task 12: Generation Earth Website	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:	\$ ____
Contractor shall be paid upon final deployment/acceptance of each enhancement on an as-needed basis		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/qty X unit rate)
Task 13: Assessments	List ONLY staff Title(s) that Apply:			
A. Pre/Post test of students' knowledge of key environmental messages	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
B. Annual on-line teacher survey for teachers who have enrolled in the Generation Earth Program	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
	_____	_____ Hrs X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
C. Annual Focus Groups conducted with teachers, principals, and students to evaluate the programs' website, promotional and curriculum materials (Contract Year One – Teachers/ Principal Focus Group. Contract Year Two – Student/ Teacher Focus Group)	_____	_____ X	\$ _____/HR=	\$ _____
	_____	_____ X	\$ _____/HR=	\$ _____
	_____	_____ X	\$ _____/HR=	\$ _____
	_____	_____ X	\$ _____/HR=	\$ _____
	_____	_____ X	\$ _____/HR=	\$ _____
	_____	_____ X	\$ _____/HR=	\$ _____
			Subtotal:	\$ _____
D. Prepare/submit an evaluation report for each completed program assessment during each contract year.	_____	_____ 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/qty X unit rate)
Task 14: Annual Report	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 15: Work Plan Modifications (as needed)	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=	\$ _____
			Subtotal	\$ _____
TOTAL ANNUAL PRICE (NOT-TO-EXCEED \$643,000): Any proposal submitted with an annual contract amount exceeding \$643,000 will be immediately disqualified as nonresponsive.		\$643,000		

AS-NEEDED HOURLY RATE TO PERFORM EVENT PLANNING

Note: The As-Needed Hourly Rate of \$35 will not be calculated as part of the Total Proposed Price and will be performed with prior written request and approval by the Contract Manager. Public Works reserves the right to negotiate the required hours needed to perform the requested as-needed task(s).

DESCRIPTION		CONTRACTOR ESTIMATED NUMBER OF HOURS OR QUANTITIES	UNIT RATE	TOTAL PRICE (Estimated no. of hours/qty X unit rate)
Task 16 as described in Exhibit A, Scope of Work	Description		Hourly Rate	
Task 16	As-Needed hourly rate to perform miscellaneous tasks such as event planning for media relations, special events, etc. including attending and managing the event if required.		\$35.00 Per Hour	
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	

P:\PRGPUB\Pub_ED\STAFF\EDNA\GENERATION EARTH RFP\04 1 PW-2 SCHEDULE OF PRICES (PRGEDITS 2-5-2014).DOC

**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

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

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

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

of _____
 Name of proposer

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

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

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

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

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

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

A. COUNTY OF LOS ANGELES AGENCIES

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

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all 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.	☐ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☐ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☐ YES ☐ 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.	☐ YES ☐ 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:	☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

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 of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR**YES****NO**

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

()

()

 Signature

 Date

 Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

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

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

- ☐ My business is a 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: _____

SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2014-AN004)
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Proposer's Name

Address

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

Signature of Proposer: _____ Date: _____

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

The Proposer certifies that:

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

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM

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

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

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

Information about the State's Disabled Veteran 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 Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

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

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

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

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

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2014-AN004)
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

At the time of proposal submission, Proposer must meet the following Minimum Mandatory Requirements:

1. Proposing entity or its managing employee, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), 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 conducted 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 to meet this requirement:

Managing Employee Name	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

Note: The below section must be completed regardless if this requirements is being met by the proposing entity or its managing employee.

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 managing employee.



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. Proposing entity or its managing employee(s), assigned to oversee this Program, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), must have a minimum of three years' (36 months) experience within the last ten years in each of the following fields:

- Environmental-related public and/or private education, and
- Environmental-related outreach event coordination, and
- Coordination of environmental-related service learning projects (as described in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A.17).

Such personnel must be identified by the proposer in the proposal and Form PW-18, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

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

Staff's Name	Description of Staff Experience	No. of Years of Experience	Start and End Date of Experience

☐ No. Proposing entity or its managing employee(s), 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 assigned to Task 5 (Assist Teachers/Students with Service Learning projects) must have conducted a minimum of five environmental related Service Learning projects in at least two or more schools within the last ten years. The proposal shall identify at least three examples of such environmental related Service Learning projects to support this Minimum Mandatory Requirement. Such personnel and Service Learning projects must be identified by the proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Note: Proposer may use subcontractor(s) to meet this Minimum Mandatory Requirement.

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

Staff's Name	Description of Staff Environmental Experience	No. of years of environmental experience	Page Number*	Subcontractor (Yes/No) Subcontractor's Name (If applicable)

*Indicate the page number(s) of the proposal containing the three examples of service learning projects.

☐ 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 assigned to Task 13, Assessment, 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 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

☐ 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

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

[http://lacounty.info/doing business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

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

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

Thank you for your cooperation and attention.



ATTACHMENT 1

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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

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<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

SECONDARY SCHOOL ENVIRONMENTAL EDUCATION
PROGRAM
(2014-AN004)

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EXHIBIT K	Performance Requirements Summary

SAMPLE AGREEMENT FOR

SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2014-AN004)

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2014, hereby agrees to provide services as described in this Contract for Secondary School Environmental Education Program (2013-AN007).

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 within Los Angeles County; Exhibit H, Generation Earth Program Statistics, Exhibit I, Generation Earth Program Project Breakdown by Contract Year (CY); Exhibit J, Performance Requirements Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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

FOURTH: This Contract's initial term shall be for a period of two years commencing upon Board approval or execution by both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods, for a maximum total Contract term of six years. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on

SAMPLE AGREEMENT FOR
SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2014-AN004)

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

SECONDARY 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, email 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. To raise environmental awareness and instill positive behaviors in the County's school aged children, Public Works implements two long-term environmental education programs, one for K-6 students, and another, the subject of this scope of work, for 7–12 grade students at independent, parochial, and public schools.

The Generation Earth Program (Program) is also commonly referred to as the County's Secondary School Environmental Education Program. The Program provides environmental education to 7-12 grade students by addressing key areas: household hazardous waste/electronic waste, the four R's (Reduce, Reuse, Recycle, Rethink), other waste reduction messages, water conservation, and stormwater pollution prevention.

C. 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

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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 in the 88 cities and County unincorporated areas within the County. 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.

In addition, stormwater pollution prevention has been a key element of the Generation Earth Program. However, new provisions in the latest Los Angeles County Municipal Stormwater National Pollutant Discharge Elimination System Permit (Municipal NPDES Permit), issued by the Los Angeles Regional Water Quality Control Board that came into effect on December 28, 2012, may affect the way Public Works conducts stormwater pollution prevention education as discussed in Section D below.

D. Generation Earth Program

The purpose of the Program is to educate 7-12 grade students about stormwater pollution prevention, water conservation, household hazardous waste/electronic-waste, the four R's (Reduce, Reuse, Recycle, and Rethink), and other waste reduction messages.

The Program was developed approximately 14 years ago and is well known by students and teachers throughout Los Angeles County. Refer to Exhibits H and I for students reached annually through the Program between Fiscal Year 2005-06 through Fiscal Year 2012-13 and information on student enrollment for Los Angeles County. The County owns all intellectual property rights to the Program and all materials developed for the Program (e.g., collateral materials, curriculum, logo, and website content).

The County will continue to use the Program to educate 7-12 grade students by using the developed curriculum materials, promotional materials, and program assessment methods. The County will also consider enhancements to the Program as described in this Contract to comply with Federal and State mandates. A new Municipal NPDES Permit that came into effect on December 28, 2012, may affect the stormwater pollution prevention element of the Generation Earth Program. No change is expected to occur during the first year of this new Contract; the Program must continue to reach a minimum of 220,000 students per year. In subsequent years, the Contractor may be asked to

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modify the annual Generation Earth Program Work Plan to reduce, increase, or eliminate the scope of the stormwater element at the discretion of the County and the Los Angeles County Flood Control District (LACFCD) as each jurisdiction adapts its evolving stormwater education strategy. The Municipal NPDES Permit was issued to the Los Angeles County Flood Control District, 84 cities within the coastal watersheds of Los Angeles County, and the County of Los Angeles (who is responsible for mandate compliance in the County unincorporated areas). Exhibit G provides a map of the LACFCD. The LACFCD, County, and 84 cities named in the current Municipal NPDES Permit are referred to as Permittees.

The Contractor's services under this Contract may continue to be offered to the LACFCD, County, and the 84 cities covered under the Municipal NPDES Permit. As a condition of the Municipal NPDES Permit, the County and cities are required to provide independent, parochial, and public schools within their own jurisdictions with materials to educate schoolchildren on stormwater pollution. As such, the scope of the stormwater element could increase based on the number of cities and the additional funding provided. The County and LACFCD may add or remove the stormwater element to this Contract based on the Permittees' participation or the needs of the County and/or the LACFCD at any time during the duration of the Contract.

As prescribed in the new Municipal NPDES Permit, the Contractor is encouraged to work with, or leverage materials produced by statewide agencies and associations such as the State Water Board's "Erase the Waste" educational program and the California Environmental Education Interagency Network (CEEIN) to implement this requirement.

E. Tasks/Deliverables

Upon execution of the Contract, all current program materials such as guides reflected on pages A.21 and A.22, Curriculum Materials will be provided to the Contractor, subject to the signing of any confidentiality agreement that may be required by Public Works.

The Contract Manager has the option to discontinue any approved Task due to time constraints and cost effectiveness concerns. The Contract Manager has the sole discretion 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 the Contract Manager approval of the time extension.

The Contractor shall only use staff (project manager, event coordinator, etc.) 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 and the replacement staff shall have equivalent or higher qualifications to perform the work.

1. Task 1: Generation Earth Secondary School Environmental Education Work Plan (Work Plan)

The Contractor must create and submit an annual comprehensive Generation Earth Secondary School Environmental Education Work Plan (Work Plan) that will successfully reach the students of independent, parochial, and public schools (7-12 grade). The Work Plan shall describe in detail how the Contractor will reach 220,000 7-12 grade students annually through community event participation (Task 4), Service Learning projects (Task 5), and interschool competitions (Task 7) in Los Angeles County. The Work Plan must include Tasks 1-14 as described in this Scope of Work.

- a. The Work Plan shall include nine workshops and one summer institute in a classroom/conference room setting and safe environment supervised by approved staff, to be scheduled at public/private schools, community centers, etc., throughout Los Angeles County where teachers can attend. The workshops must focus on Professional Development; Water Pollution; and Waste Reduction and Recycling.
- b. The Work Plan shall include evaluation methods to assess Tasks effectiveness. The Contractor shall define baselines to measure the effectiveness of each Task. The Contractor shall establish and submit a timeline for each Task. The timeline shall show planning specifics for each Task; expected launch and duration of each Task; and submit exemplar supporting materials, monthly reports, evaluations, and annual reports. The timeline shall be updated as needed to ensure realistic deadlines.

The Work Plan shall include the Contractor's organization chart (all staff including subcontractors) assigned to this Contract, Staff members working on each Task, Staff's corresponding responsibilities for each Task, and a breakdown of hours per Task.

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The Work Plan shall also reference unit rates on the Schedule of Prices, PW-2, that indicates the names of Staff, title/position, and rate per hour of each Staff, and/or flat rate if applicable, for each deliverable.

- c. The Contractor must track the schools/teachers that have attended workshops and completed Service Learning projects 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 schools by each of the five Supervisorial Districts and identify the schools in the unincorporated areas or in other areas as directed by the Contract Manager. 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 students enrolled in 7-12 grade annually in Los Angeles County to determine the target number of students to be educated on an annual basis. Municipal NPDES Permit requires the Program to reach annually a minimum of 50 percent of the 7-12 grade students in the County unincorporated areas and 84 cities named in the current Municipal NPDES Permit every two years. AB 939 requires outreach to the 88 cities in the County and does not include annual or biennial numerical targets. The Contractor shall include the 7-12 grade student enrollment information and the number of students they project they will reach each fiscal year in the annual Work Plan. See Exhibit I for previous year's (2011-2012) student enrollment.

The Work Plan shall also include Tasks 2-14 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: Generation Earth Secondary School Environmental Education Work Plan (Work Plan)

Within 30 days of the start date of this Contract, and/or the commencement of each Contract year, the Contractor shall prepare and submit an annual Work Plan that includes the following:

- a. Methodology to comply with all Tasks described in the Scope of Work.
- b. Organizational Chart of all staff (including all subcontractor staff) assigned to any Tasks for this Contract.
- c. Must include the staff rate sheet/titles and include what each staff member's duties will consist of for each Task.

Upon approval by the Contract Manager, the Contractor shall implement the Work Plan. This deliverable (Generation Earth Secondary School Environmental Education Work Plan) will be paid upon completion of the Final Work Plan by the Contractor and approval of the Contract Manager.

The Contractor shall use the current Generation Earth Program materials (www.generationearth.com) to accomplish Tasks 1 through 15. The Contractor is encouraged to recommend updates and/or enhancements to all or any Task components of the Program as described in this Contract.

2. Task 2: Teacher One-Day Workshops

Each workshop scheduled must have a minimum of 30 teachers/administrators preregistered with a target of 15 teachers/school administrators attending each workshop. The Contractor will provide copies of the registration forms to the Contract Manager. Workshops are only open to teachers and/or school administrators that teach in middle or high schools within Los Angeles County. The Contractor will develop and provide an evaluation survey to each participant who attended any workshop. The Contractor shall:

- a. Conduct nine workshops per contract year focusing on the following three topics: Professional Development, Water Pollution, and Waste Reduction and Recycling. The Contractor is responsible for all printing costs.

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i. Professional Development Workshops (conduct three workshops)

The Professional Development workshop is designed for classroom teachers. This is a six- to eight-hour workshop that is generally offered on Saturdays. The workshops will be scheduled throughout the contract year. The goal of the workshop is to introduce teachers to environmental Service Learning as a teaching strategy and to give participants the tools to create their own Service Learning project for their classroom/school. The completion of environmental Service Learning in classrooms will lead to positive environmental change. By attending this workshop, participants should be able to: 1) list the elements of a quality Service Learning project; 2) identify environmental education resources to support their classroom/school project; and 3) determine the first step in the creation of their own environmental Service Learning project.

ii. Water Pollution Workshops (conduct three workshops)

The goal of the Water Pollution workshop is to: 1) educate teachers about water pollution and water conservation issues in Los Angeles County; 2) give attendees the tools necessary to take action in the form of a watershed restoration project that will help improve water quality; and 3) empower participants to take responsibility for their campus watershed.

Through this three to four hour workshop, teachers will be able to: 1) define a watershed, urban runoff and its causes; 2) describe water pollution in Los Angeles County and identify behaviors that prevent pollution; and 3) define a watershed restoration project and name two ways it can improve water quality.

iii. Waste Reduction and Recycling Workshops (conduct three workshops)

The Waste Reduction and Recycling workshop is to introduce teachers, administrators, and facility personnel to solid waste issues in Los Angeles County. The

three- to four-hour workshop will provide tools for designing, creating, implementing, and monitoring waste reduction and recycling programs on the school campus to promote positive environmental change.

2a. Deliverable 2: Teacher One-Day Workshops

Upon 60 days of the start of the Contract, the Contractor must submit a final list of the nine workshops with the location, date, and time to be scheduled during each contract year. If a workshop date needs to be rescheduled, the Contractor will submit the request in writing for approval. Items a-j will be completed by the Contractor to coordinate the workshops.

- a. The Contractor is responsible for developing and presenting the curriculum material for the Professional Development, Water Pollution, and Waste Reduction and Recycling workshops. The Contractor is also responsible for all printing costs including the curriculum material.
- b. The Contractor is responsible to promote workshops and for all costs associated with the design, printing, and distribution of all the workshop flyers. Flyers and/or email notices shall be sent to all middle and high school teachers/school administrators regarding each workshop and shall include the website address (generationearth.com).
- c. The Contractor is responsible for identifying venues to hold workshops and for paying any room reservation fees, parking fees, etc.
- d. All workshops must be advertised in one local newspaper three weeks before the workshop is scheduled.
- e. The Contractor will coordinate a social media campaign to promote workshop registration.
- f. Workshop recap reports must be submitted five to eight working days after the workshop. The recap report must include highlights of the workshop, number in attendance, list of participants, items distributed, recommendations, advertisement affidavits, tear sheets, and flyers/emails distributed to school administrators/teachers to announce the workshop.

- g. All of the Contractor's presenters must meet the minimum qualifications identified in the Experience section.
- h. The Contractor and subcontractor staff shall wear uniforms which include khaki pants (e.g., Dockers) and polo shirts with the Generation Earth logo. The Contractor is responsible to purchase polo shirts and khaki pants. Appropriate attire must be worn during workshops.
- i. The Contractor is responsible for developing, administering, and analyzing a workshop evaluation form for each workshop.
- j. The Contractor will provide refreshments for all workshops. This can include water, coffee, fruit, muffins, etc.

3. Task 3: Teacher Two-Day Institute Workshop

Institute Workshop (conduct one two-day workshop)

The Contractor will conduct the Institute workshop once a year preferably during July or August (a two-day Professional Development workshop); for six to eight hours on the first day and six hours on the second day. The annual goal is a minimum of 25 teachers to attend this two-day workshop. The Contractor is responsible for morning refreshments and lunch. Also, the Contractor is responsible for field trip transportation and all printing costs.

In Contract Year One, the first day of the Institute workshop will solely focus on providing in-depth knowledge to teachers on key environmental issues. On the second day, teachers are educated about key environmental issues of Los Angeles County by participating in a field trip to a local landfill. Also, the Contractor will host a resource fair during the second day where local organizations are invited to bring their resources to the teachers. The fair provides resources for teachers to integrate Service Learning into the classroom.

Beginning with Contract Year Two, on the first day, in addition to presenters providing in-depth knowledge to teachers in key environmental issues, Program incumbent teachers are asked to share their projects and experiences utilizing the Program curriculum. The Contractor will coordinate participation of two or three teachers, and ask teachers to seek students who have participated in the Program to participate as workshop presenters on a voluntary basis, during the Service Learning Experience

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portion of the workshop. The participation of students in the workshop is not a mandatory contract requirement. On the second day, teachers are educated about key environmental issues of Los Angeles County by participating in a field trip to a local landfill and a stormwater pollution Best Management Practice project if one can be arranged locally. Also, the Contractor will host a resource fair during the second day where local organizations are invited to bring their resources to the teachers. The fair provides resources for teachers to integrate Service Learning into the classroom.

Teachers/students participating as presenters will be given a \$25 gift card as an honorarium. The Contractor will obtain permission slips for all student presenters prior to the workshop.

3a. Deliverable 3: Teacher Two Day Institute Workshop

Items a-c, and e-j listed under Task 2 Deliverable apply to Task 3 Deliverable and must be completed by the Contractor to coordinate the Institute Workshop. In addition, items a-j listed below must be completed by the Contractor.

- a. Upon 60 days of the start of the Contract and/or the commencement of each contract year, the Contractor must submit a fact sheet with the location, date, agenda, resource fair information, and time of the two-day Institute Workshop to be scheduled during each contract year.
- b. If the Institute workshop needs to be rescheduled, the Contractor will submit the request in writing for Contract Manager's approval.
- c. The Contractor will pay any room reservation and parking fees. The Contractor is responsible for all printing costs for correspondence to promote workshops and workshop curriculum materials.
- d. The Contractor will provide bus transportation services for participants on day two of the Institute Workshop for the field trip portion of the workshop and will provide refreshments and lunch for the two-day Institute Workshop. Refreshments can include water, coffee, fruit, muffins, sandwiches, salads, etc.
- e. The Contractor will arrange teacher/student presentations about their Service Learning projects, and purchase \$25 gift cards for

presenters. The Contractor will obtain permission slips for all student presenters prior to the workshop.

- f. The Contractor will design two ads and purchase five newspaper advertisements for the workshop, one in each supervisorial district.

4. Task 4: Community Events

The Contractor shall identify and attend a minimum of ten community or environmental school outreach/teacher conference events annually that are targeted to middle and high school teachers and/or school administrators. The Contractor shall submit a spreadsheet of events that the Contractor recommends attending during the contract year within 30 days of the start of this Contract. 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, event name and background, date, location, staff attending, staff hours, expected attendance, expected number of students/teachers/administrators to visit the Program exhibit, 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 and requesting the Contractor to update the spreadsheet.

The Contractor shall:

- a. Be responsible for the overall coordination and implementation of Public Works' approved participation at community events.
- b. Be responsible for submitting appropriate applications and paying for all applicable registration fees associated with attending community or environmental school outreach/teacher conference events. For multiple day events, the Contractor shall recommend attendance on the day with the expected highest attendance.
- c. 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/conference 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

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using the rates in Form PW-2, Schedule of Prices, in proportion to the added number of staff.

- d. Unless an exception is granted in writing by the Contract Manager, the Contractor shall ensure all of the Contractor's Staff members meet the minimum qualifications listed in the Experience section.
- e. Staff each community or environmental school outreach/teacher conference events in compliance with the hours/rates listed in the 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. The Contractor is to absorb costs for booths, and other costs associated with community events, excluding registration fees listed under Schedule of Prices, Form PW-2.
- f. Promote community events to teachers/administrators to share with students including use of social media and include the website address on all notices.
- g. Distribute promotional and curriculum items to event participants.
- h. Be responsible for the storage and delivery of the promotional/curriculum items to and from the community event sites. The Contract Manager reserves the right not to pay for any damaged or misplaced promotional items. The Contractor must keep an inventory of items used.
- i. Submit a one to two page minimum event debriefing report (one week after each event) with photographs of the event along with signed copies of media release forms. The Contract Manager will provide the media release forms to the Contractor after the award of the Contract. The debriefing report shall include: date/name of event; number in attendance; number of teachers/school administrators who visited the Program exhibit; highlights of the event; and recommendation about future participation.
- j. Conduct intercept surveys of attendees at community event booths and provide results in the debriefing event report regarding what attendees know about the Generation Earth program, the environment, Service Learning, etc.

- k. The Contractor and subcontractor staff shall wear uniforms, which include khaki pants (e.g., Dockers) and polo shirts with the Generation Earth logo as described in Tasks 2 and 3. The Contractor is responsible to purchase polo shirts and khaki pants. Appropriate attire must be worn during community events.

4a. Deliverable 4: 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 or environmental school outreach/teacher conference events to attend on an annual basis. This list must include event name and background, date, location, staff attending, staff hours, any request for additional staffing, expected attendance, estimate of how many students/teachers/administrators will visit the Program exhibit, methods of participation, fee (if any), and how participation at the event meets the objectives of the Program. For multiple day events, the Contractor shall recommend attendance on the day with the expected highest attendance. A yearly spreadsheet is due 30 days prior to the end of the contract term, for the contract renewal years. The Contractor's staff shall wear the Generation Earth polo shirt and khaki pants when staffing community events.

One week after each event, the Contractor shall submit a one- to two-page (minimum) debriefing report with photographs, signed copies of media release forms, date/name of event, number of students/teachers/school administrators in attendance, messages distributed, recommendation for future participation, intercept survey results, etc. Events will be paid upon completion and submittal of debriefing report and intercept survey results.

5. Task 5: Assist Teachers/Students with Service Learning Projects

The term *Service Learning* first appeared in the 1970's although many educators have been combining education with volunteerism and service for years. It is entirely possible that many educators have done Service Learning in the classroom or school community but never called it by name. Over the years, there are many definitions of Service Learning that have emerged. The Generation Earth program uses the following definition provided by The National Commission on Service Learning: "*Service Learning is a teaching and learning approach that integrates community service with academic study to enrich learning, teach civic responsibility, and strengthen communities.*"

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Service Learning primarily uses the methods of "practice by doing" and "teaching others," both of which yield the highest learning retention rates. By integrating what's learned in the classroom with outside-the-classroom community experiences, students retain more. Environmental Service Learning uses the environment as the integrating context for learning and Service Learning as the instructional strategy. It uses the environment as a theme to teach core curricular content areas including social studies, language arts, science, math, English, as well as electives. It can be implemented across all geographic and socio-economic settings and is applicable to all students, regardless of their academic or developmental standing. Environmental Service Learning transforms the campus into a laboratory where students have the opportunity to take classroom awareness and put it into action. Not only does it increase students' understanding of local environmental issues, it gives them a sense of empowerment. Learning becomes more relevant by directly allowing students to exercise skills in real life situations. When they see for themselves the measurable improvement they have made in their environment, "personal responsibility" and "civic engagement" take on new meaning. Youth become resources and change agents in their schools and communities.

A variety of elements may be identified as part of the Service Learning methodology. Generation Earth uses the following seven elements:

- a. Integrated learning and instruction
 - i. Environmental Service Learning supports the academic curriculum and vice versa.
 - ii. Provides students with opportunities to apply academic content to real-world, meaningful experiences.
 - iii. Supports the teaching of standard-based objectives to help students achieve academic success.
- b. Service to Community
 - i. Environmental Service Learning brings together students, teachers and community partners to provide meaningful service that meets community needs.

- ii. Provides meaningful service activities that respond to a recognized community need.
- c. Student Voice
 - i. Environmental Service Learning involves students in every aspect of the Project.
 - ii. Involves students as partners in identifying community needs and issues, selecting, planning, evaluating, reflecting on their learning and service, and celebrating their success.
- d. Collaboration
 - i. Environmental Service Learning incorporates many partners (stakeholders) into planning and implementation.
 - ii. Brings together students, teachers, and community partners who can contribute to and benefit from the planning, implementation and evaluation of the environmental service learning project.
- e. Civic Responsibility
 - i. Environmental Service Learning helps students recognize that they can have an effect on their community and learn that their voices and actions count.
 - ii. Involves students in identifying and mitigating their personal effects on their communities.
 - iii. Shows students that their voice and activities influence the functioning of their communities.
- f. Reflection and Celebration
 - i. Environmental Service Learning helps students and teachers understand the significance of their projects and make connections with the academic curriculum.

- ii. Provides students the opportunity to think about and communicate about implementing their environmental service learning project before, during, and after the project.
 - iii. Allows students and teachers to acknowledge and celebrate what they learned and how they feel about their environmental service learning projects.
- g. Evaluation
 - i. Environmental service learning involves students, teachers, administrators, and community partners in measuring progress toward learning and service goals and uses that information to improve the Project.
 - ii. Gives participating stakeholders an opportunity to identify changes that they might make to improve the Project in order to increase the benefits to the community, quality of instruction, and level of student achievement.

Generation Earth uses a ten step pathway to assist teachers in integrating environmental Service Learning into the classroom. This pathway is used by the Generation Earth Program to assist and support teachers in order to complete projects on campus.

- a. *Planning:* Planning involves using either the Generation Earth Lesson Plan Builder, or your own plan to create a unit of study. Whichever instructional strategy you choose for an environmental Service Learning program, it should be meaningful to your students, your instructional goals, and the community.
- b. *PreTest:* A simple pretest is administered to students to gauge their current environmental actions and their attitude about them.
- c. *Campus/Community Audit:* To get students actively involved and immediately introduced to the issue, students conduct an audit on campus or in their community. Depending on the environmental focus, students can collect baseline data to begin to develop ideas about what is going on in their environment. For example, a waste audit at the school measures the amount of recyclables left in trashcans. A water audit at school maps where water is going, as well as where harmful trash/pollution is left on the ground, and carried by water into the storm drain system. After the audit is completed students may reflect on their findings.

- d. *Introductory Activity:* The introductory lesson provided by Generation Earth is designed to introduce environmental subject matter to the students. Current environmental issues within Los Angeles County are explored and allow students to reflect on what they have learned and compare it to the audit information they gathered.
- e. *Unit/Class Lessons:* This step involves continuing with additional lessons that support content knowledge, textbook information and whatever else is needed to drive content standards.
- f. *Field Trip:* A field trip is encouraged to help students build on their knowledge by seeing the impact of environmental issues beyond their campus. The Contractor will provide transportation such as buses, vans, etc. For field trips to be granted to schools, the following criteria must be followed: 1) students must complete a pretest; 2) teacher/students must commit to completing a Service Learning project; 3) field trip must relate to the Service Learning project; and 4) students must complete a posttest once the Service Learning project is completed.

Note: Subject to Contract Manager's prior review and approval of the written estimate of the fee, Public Works will reimburse the Contractor for the Service Learning Field Trip transportation fees, plus a 5 percent processing fee. The Contractor shall attach proof of payment for the Field Trip transportation fees along with its monthly invoices to be eligible for the reimbursement.

- g. *Reflection:* Once lessons are complete, students think about what they have learned, brainstorm their ideas for improving the school community, and anticipate the significance of their environmental Service Learning project.
- h. *Environmental Service Learning Project:* A project mapping activity is provided to assist students in developing their project. Also included are Student Action Guides – one for the Project Manager, and one for each student. These guides serve to help each student manage their individual tasks and keep track of their progress.
- i. *Evaluation:* As the final step of their project, students evaluate what worked, did not work, and whether their goals for the project were obtained. Now, students may reflect on their Service Learning experience by thinking about communicating and celebrating its effect on them, their community, and the environment.

- j. *PostTest:* A simple posttest is administered to students to measure any changes in environmental actions the students are doing and their attitude about them.

The Service Learning project(s) will address the key program areas: household hazardous waste/electronic waste, the four R's (Reduce, Reuse, Recycle, Rethink), other waste reduction messages, water conservation, and stormwater pollution prevention. Example of Service Learning project(s) can include, but are not limited to, source reduction, water quality, water conservation, etc. (See Exhibit J).

5a. Deliverable 5: Assist Teachers/Students with Service Learning Projects

The Contractor must be responsive and will assist teachers/students with their Service Learning project(s) from the beginning to the completion of the project(s). The Service Learning project(s) will address the key program areas listed above. The Contractor supports and guides the teacher/students through this process which includes, but is not limited to, attending meetings at the school and e-mail/telephone communication directly with the teacher. The Contractor must follow the seven elements and ten step pathway, and enhance and/or develop additional steps for Service Learning projects.

The Contractor must submit a debriefing report for each Service Learning project completed by schools. The report must include project detail summary, pictures, what the students learned, what additional resources the teacher could utilize for the project, how the Generation Earth educator or teacher could improve coordinating the Project, the sustainability of the Project, and what Service Learning materials need improvement, etc.

6. Task 6: Outreach

Contractor shall conduct outreach to:

- a. School Districts – Contractor shall attend a minimum of four school district meetings, school administration meetings, etc., to promote the Generation Earth Program and website address, and to motivate and encourage teachers to attend current workshops scheduled, complete a Service Learning project, and participate in the interschool competitions, etc.

- b. Stormwater/Recycling Coordinators in Los Angeles County – Contractor shall contact the 88 city recycling and 84 city stormwater (permittee) coordinators within Los Angeles County to promote the Generation Earth Program and website, and to encourage coordinators to promote the program to schools in their jurisdictions on an annual basis.
- c. Prepare a PowerPoint presentation and conduct a presentation annually to provide an overview of the Generation Earth Program to the 84 cities covered under the Municipal NPDES Permit.
- d. Promote the Program continuously through the California Regional Environmental Education Community (CREEC Network, creec.org) and through other approved environmental and educational organizations where educators can go online and find information regarding Generation Earth. The CREEC Network collaborates with environmental education providers, businesses, government agencies, and community organizations to support environmental education for students and families.

6a. Deliverable 6: Outreach

The Contractor will attend four school district meetings and/or school administration meetings held in Los Angeles County, per contract year to promote the Generation Earth Program, website address, and workshops to teachers. Contractor will provide a recap report of school district meetings. The Contractor will also contact the recycling/stormwater coordinators on an annual basis to promote the Program and website address. The Contractor will prepare a PowerPoint presentation and present a Program overview at a Municipal NPDES Permit meeting on an annual basis. Also, the Contractor will promote the Program and website through the CREEC Network or other approved educational websites.

7. Task 7: Interschool Competitions

- a. Battle of the Schools Competition

The Battle of the Schools Waste Reduction and Recycling Competition (Competition) will be conducted annually to encourage students to reduce the amount of waste leaving school campuses on a weekly basis. The Competition will be held during a four-month period, during the school year, for a two-week period in

which all schools compete to reduce the amount of waste leaving their school campus.

All Los Angeles County middle and high schools are invited to participate in the Competition. The Competition is designed to encourage students to reduce the amount of trash generated at schools, recycle as many materials as possible at their schools and help them create a school campus that is cleaner and greener. Participation must be for a consecutive two week period during the contest period. The top schools in each of the five Supervisorial Districts will receive a 100 percent recycled glass trophy. The Contractor will coordinate the students being recognized at a Board of Supervisors meeting with the Contract Manager to coordinate preparation of the County scrolls. The Contractor will pay for a substitute teacher for each winning school (five schools) so that the teacher may attend the Board of Supervisors recognition off site with his/her students. For competition guidelines, please visit www.generationearth.com. The Contractor can recommend enhancements to the Competition.

b. Streets to the Sea Challenge

The Streets to the Sea Challenge (Challenge) is a fun way for environmentally conscious students to be active and make a difference at school and for their planet by addressing the causes and impacts of stormwater pollution. Participating in the Challenge means students organize, research, and create a campaign to protect the local waterways and encourage proper use of the storm drain system, implement the campaign, and record results.

The Contractor shall coordinate an awards ceremony with one or more secured corporate partners or on the campus of the winning schools.

The Contractor will purchase trophies/plaques for the winning schools. Also, the two winning schools (one middle school and one high school, approximately 30 students per school) will receive a field trip to the Floating Lab in Long Beach.

The Contractor will coordinate the field trip, and provide bus transportation to the winning schools for the Floating Lab field trip. For Challenge guidelines, please visit www.generationearth.com. The Contractor will also pay for a substitute teacher for each winning middle and high school so that the teacher may attend the

awards ceremony off site and the Floating Lab field trip with his/her students. The Contractor can recommend enhancements to the Challenge.

- c. Propose other interschool competitions where students become involved to reduce waste or improve water quality on school campuses. Examples include creating pollution prevention videos targeted at their peers that may be posted on the Internet, or posters that may be displayed in local shopping centers.

7a. Deliverable 7: Interschool Competitions

Within 90 days of the start of this Contract, the Contractor shall:

- a. Submit a detailed plan and a proposed timeline as to when the Competition will occur. Provide details (duration of contest, rules, recognition ceremony, etc.) regarding the Competition. The Contractor will purchase trophies/plaques for the five winning schools. Also, the Contractor will coordinate a scroll presentation during a Board of Supervisors' meeting with the Contract Manager and arrange transportation for students and teachers to the Board meeting.
- b. Submit a detailed plan and a proposed timeline as to when the Challenge will occur. Provide details (duration of contest, rules, field trip, coordinate recognition ceremony, etc.) regarding the Challenge. The Contractor will secure a corporate partnership for the awards ceremony. The Contractor will coordinate the Floating Lab field trip and bus transportation. Also, the Contractor will purchase trophies/plaques for the winning schools.
- c. Pay and submit receipt for the cost of a substitute teacher for (one day only) for teacher to be able to attend the Battle of the Schools recognition awards ceremony. In addition, pay for the cost of a substitute teacher for (two days only) for teacher to be able to attend the Streets to the Sea Challenge awards ceremony if located off-campus and attend the Floating Lab Field Trip with his/her students.
- d. Provide recommendations to create new interschool competitions that help promote source reduction, stormwater pollution prevention, and environmental stewardship among secondary school students.

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8. Task 8: Promotional Items

Develop and produce Generation Earth promotional items for students/teachers to distribute at workshops, Service Learning meetings, community events, school conferences, school district meetings, etc. These items shall be age appropriate and nonhazardous such as canvas bags, t-shirts, pens, commuter/travel mugs, etc. and include recycled content when feasible. Contractor must replenish items before stock is diminished. Contractor must store all promotional items, forms, and curriculum, etc. for the duration of the Contract.

8a. Deliverable 8: Promotional Items

Within 90 days of the start of this Contract, the Contractor shall:

- a. Submit a list and detailed description of each promotional item to be produced, purchased, and distributed (including cost, quantity per item, and recycled content) to the Contract Manager for approval, for the specified target audiences (students and teachers).
- b. Order promotional items that are made with recycled content when possible and purchase items with the approval of the Contract Manager.
- c. Store all promotional items, forms, and curriculum material, etc. for the duration of the contract, and provide verification of the storage location, including the cost of the storage facility to the Contract Manager.

9. Task 9: Curriculum Materials

The Contractor will revise and/or develop curriculum materials for teachers/students to use for their classroom lessons, Service Learning projects, and workshops that meet and/or exceed general and Science Common Core State curriculum standards. The Contractor will coordinate the review of the Generation Earth curriculum materials by the Los Angeles County Office of Education and the California Regional Environmental Education Community (CREEC). Listed below are the

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curriculum materials that were developed for the most recent Program. The Contractor will review these materials or develop new curriculum material as needed and will reprint them when necessary. All materials can be viewed at www.generationearth.com. These materials include:

a. *Teacher Action Guide*

This guide is used in service learning projects and is an all encompassing teacher teaching tool that was developed to assist teachers in incorporating environmental issues into their academic studies through the method of service learning. This is the primary publication that is used by teachers completing the Professional Development workshop. It contains information on each step of the environmental service learning program pathway, including planning materials, student activities, pre- and posttests, field trip resources, project planning, and community resources.

b. *Student Action Guide*

This guide is a publication designed for students to assist them in planning, implementing, tracking, and reflecting on their part of the service learning project. These publications are given to teachers in classroom sets.

c. *Project Manager Action Guide*

This guide is a publication to assist student leaders in assuming leadership roles as part of an environmental service learning project. It has been recommended that teachers assign one student leader for every ten students participating in the service learning project. This guide helps student leaders plan and track the overall progress of the project.

d. *Urban Water Cycle Guide*

This educational guide provides middle and high school students with a tool to carry out a watershed audit on their campus or in their community. It is designed to help students understand the urban water cycle, urban runoff, and watersheds; the impact of pollution in Los Angeles County; and areas where pollutants enter the waterways. By challenging students to conduct a watershed audit on their campus, the *Urban Water Cycle* demonstrates what students can do to impact their community. The watershed audit

asks students to identify the water flow on campus through researching water origination and drainage patterns. Students are challenged to identify any pollutants that may be picked up as a result of the water flow, and to identify trouble areas. Students are asked to problem solve using the exercises in the booklet and consider how to prevent stormwater pollution.

e. *Choosing to Reduce Guide*

This booklet educates students on waste reduction and how to conduct a waste survey on campus. It provides background information on waste reduction, the problems of waste in Los Angeles County and reducing waste on school campuses. Students are guided through a process of waste surveys for the cafeteria, classrooms, and offices. They are challenged to define a project that will address the problem areas identified.

9a. Deliverable 9: Curriculum Materials

Within 60 days of the start of this Contract, the Contractor shall review and provide a recommendation as to what curriculum materials need to be revised or should remain the same. The Contractor will coordinate the review of the curriculum materials with the Los Angeles County Office of Education and CREEC. The Contractor is responsible to reproduce and store all of the curriculum materials. Curriculum materials must be provided to all participants for service learning projects and workshops or at the request of any teacher and/or school administrator. New and revised Program curriculum materials shall meet or exceed State curriculum standards.

10. Task 10: Monthly Meetings (nonpaid deliverable)

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.

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 meeting.

10a. Deliverable 10: Monthly Meetings

The Contractor shall conduct monthly meetings with the Contract Manager. The Contractor shall provide the agenda at least five working days before the scheduled meeting. This Task is a nonpaid deliverable.

11. Task 11: Monthly Reports (nonpaid deliverable)

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 the meeting, to be approved by the Contract Manager. Also, the Contractor will update the Task timeline as necessary. The Contractor shall submit the meeting minutes and/or revised meeting minutes in electronic format.

11a. Deliverable 11: Monthly Reports Deliverable

The Contractor shall submit monthly status reports including, but not limited to, achievements, Task status and progress, action steps/deadlines for deliverables in progress and for the upcoming month deliverables within three calendar days after the meeting. Also, the Contractor shall submit updated Task timelines with the status report. This Task is a nonpaid deliverable.

12. Task 12: Generation Earth Website

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

The Contractor shall review the website content (e.g., current resources, content information, registrations forms, layout/format, etc.) quarterly. During this review process, the Contractor shall draw from experiences performing other tasks for this Program, along with current industry trends from other environmental educational programs. The current website can be viewed at www.generationearth.com.

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

Enhancements and activities shall include, but are not limited to, the following:

- Meetings and/or conference calls with Contract Manager and/or ITD.
- Design sessions with Contract Manager and/or ITD.
- Contractor to provide ideas, concepts, and options, for the design and content.
- Contractor to provide requirements, text, content, comps, design, layout, wire frames, and/or mock-ups.
- Contractor to provide web-ready content, images, graphics, pictures, icons, etc.
- Contractor to design for 1024X768 screen size and also viewable on 800X600.

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

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

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

All design concepts, source files, license rights, logos, images, icons, pictures, content, copyright, trademark, and any and all items produced as deliverables for Task 12 will be transferred to and owned by the County. All design concepts, content, recommendations, and enhancements must comply with Public Works' Web Development Standards, which can be found at by checking Exhibit F of this Contractor visiting: www.dpw.lacounty.gov.go.webstandards.

12a. Deliverable 12: Generation Earth Website

The Contractor shall:

- a. Review the website content (e.g., current resources, content information, registrations forms, layout/format, etc.) quarterly, and submit a report verifying all information on the website is current and links work with recommendations to enhance the website and/or update content.
- b. If approved by the Contract Manager, conduct the enhancement process and activities for each enhancement.
- c. Be paid upon final deployment/acceptance of each enhancement.
- d. If enhancements are accepted and approved, the Contractor shall provide the following:
 - Logos, images, pictures and/or branding material in digital format.
 - 100 percent of the design in Layered Photoshop file format.
 - 100 percent of the textual content in MS Word format.

13. Task 13: Assessments

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; as provided in the Minimum Mandatory Requirements for the Contract's solicitation (Part I, section B.4). The Contractor shall obtain approval by the Contract Manager before conducting any research studies and other evaluations.

- a. Student evaluation studies will be conducted each contract year, including renewal years, if exercised by the County. Evaluation studies must include pre- and postawareness surveys of students' knowledge of key environmental messages (e.g., stormwater pollution prevention; household hazardous waste; four R's [Reduce, Reuse, Recycle, and Rethink]; and water conservation, etc.) to measure Program effectiveness. Evaluation methods need to focus on measuring the target audience's behavioral change

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after being educated through the Program. Approximately 1,400 students should be surveyed each contract year.

- b. Conduct an annual on-line teacher survey. The on-line survey is to assess the level of involvement teachers have with the Generation Earth Program (e.g., what workshops did they attend; what Generation Earth curriculum did they use; did they complete a service learning project; was the service learning facilitator sufficient; did they conduct a field trip; and how can we improve the program, etc.). The on-line survey shall be sent to all teachers who are using/have used the Program each contract year. Approximately 50 surveys should be completed each contract year.
- c. Conduct one focus group during each year of the contract term, 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, and curriculum materials, as preapproved by the Contract Manager. 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.

For Contract Year One, the focus group will consist of teachers/principals. The teachers/principals focus group shall focus on Program materials, workshops, and teacher/student website and competitions. The Contractor may submit for the Contract Manager's consideration, other areas to address in the focus group.

During Contract Year Two, the student focus group shall be moderated by research staff with teachers present during the entire duration of the focus group. The focus group shall focus on Program curriculum, website, and competitions. The Contractor may submit, for the Contract Manager's consideration, other areas to address in the focus group.

13a. Deliverable 13: Assessment

Within 90 days of each research study and evaluation conducted as approved by the Contract Manager, the Contractor shall submit an evaluation report to the Contract Manager on each completed research

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study and evaluation (such as the annual pre/post awareness student surveys, on-line teacher surveys, and focus groups, etc.). Based on the findings, the Contractor shall recommend improvements and incorporate approved enhancements into the Program as approved by the Contract Manager. The Contractor shall be paid upon completion of each assessment/report, subject to approval of the Contract Manager.

14. Task 14: Annual Report

The Contractor shall prepare and submit an Annual Report 45 days before 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. Executive Summary that provides an overview of Program highlights, challenges, and program assessment results.
- b. A summary of the status of each Task.
- c. Data collected from day-to-day Program monitoring.
- d. Problems encountered in Program implementation and operation.
- e. Recommendations and changes to improve the Program.
- f. Evaluation of the effectiveness of the Program that includes, but is not limited to, results, analyses, and recommendations, based on the information obtained through analysis of pre/post student surveys, teacher assessment methods, and focus groups to evaluate the Program on a comprehensive level.
- g. A copy of all the assessments completed, teacher evaluation forms, and other studies conducted.
- h. Number of students/teachers reached and specifically how they were reached through Program Tasks.

14a. Deliverable 14: Annual Report

The Contractor shall submit annual reports to the Contract Manager within 45 calendar days of the conclusion of each Contract year for the duration of the 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.

The deliverable will be paid on the basis of satisfactory completion of each annual report and the approval of the Contract Manager. Also, the Contractor shall submit two copies of the assessment reports or other assessments conducted during the Contract year with Program enhancement recommendations based on findings. The Contractor shall submit two samples of each promotional item produced for the Program with the Annual Report.

The Annual Report will be submitted as a hard copy and an electronic copy.

15. Task 15: Work Plan Modifications (As-Needed)

If requested by the Contract Manager, the Contractor shall prepare a Work Plan and revised annual contract budget to address the four R's (Reduce, Reuse, Recycle, and Rethink), other waste reduction messages, and revisions to stormwater pollution prevention curriculum or omission of stormwater pollution prevention curriculum from the Work Plan. The Contractor shall reach 180,000 students annually.

15a. Deliverable 15: Work Plan Modifications (As-Needed)

At the request of the Contract Manager, the Contractor shall revise the Work Plan and annual contract budget to reflect the changes in the curriculum's content regarding the four R's and stormwater pollution prevention.

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

16. Task 16: As-Needed Tasks

Public Works, at its sole discretion, may direct the Contractor to provide as-needed event planning, logistical planning, refreshments, administrative or other services, etc. to be determined on an hourly basis beyond the requirements of Task 4 (Community Events) or as required by the County. For example, Public Works may request the Contractor to

coordinate or assist Public Works in event planning, for a press conference to promote the Generation Earth Program.

Such as-needed event planning work must be requested and approved by the Contract Manager in advance of any work performed to qualify for payment and will be paid at the hourly rate of \$35 per Schedule of Prices, Form PW-2. Public Works reserves the right to negotiate the required hours needed to perform the requested as-needed services or event planning work. Public Works' determination shall control and be final.

16a. Deliverable 16: As-Needed Tasks

The Contractor may be asked to provide as-needed event planning services on an hourly basis beyond the requirements of Task 4 (Community Events). Such as-needed event planning work must be requested and approved by the Contract Manager in advance of any work performed to qualify for payment and will be paid at the hourly rate of \$35 per Schedule of Prices, Form PW-2.

F. 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' logos or signs.

G. Hours and Days of Service

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

Holidays Observed by the County of Los Angeles are:

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

Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

H. Utilities

The County will not provide utilities.

I. Storage Facilities

The County will not provide storage facilities for the Contractor.

J. Removal of Debris

All debris derived from these services shall be removed from Public Works property and presentation locations and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the new Municipal NPDES Permit.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT remove any hazardous waste or attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

K. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

L. 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. 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

In addition of any other remedies for Contractor delinquency or nonperformance provided herein, the County may withhold the whole or a portion of any payment due 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.

M. Liquidated Damages and Performance Requirements Summary

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

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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.
 - 4. In addition to the above, Public Works may use Exhibit K, Performance Requirements Summary to assess liquidated damages for inadequacies in the Contractor's performance.

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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, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

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

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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

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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

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California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

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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,

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and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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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

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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.

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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, including but not limited to staff members, supervisors and subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.
3. Disqualification of any Contractor 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 Contractor 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.

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- b. A draft copy of the proposed subcontract.
 - 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.

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LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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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

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Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

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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 ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

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

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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

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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 noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Public Works, 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

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

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

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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 nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
4. 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

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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

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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.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 12

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran 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 Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran 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:
 - a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

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

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

B. Transfer to County

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

C. Indemnity

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

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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 2013)

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 2013 are less than \$51,567 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, 2014.

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.

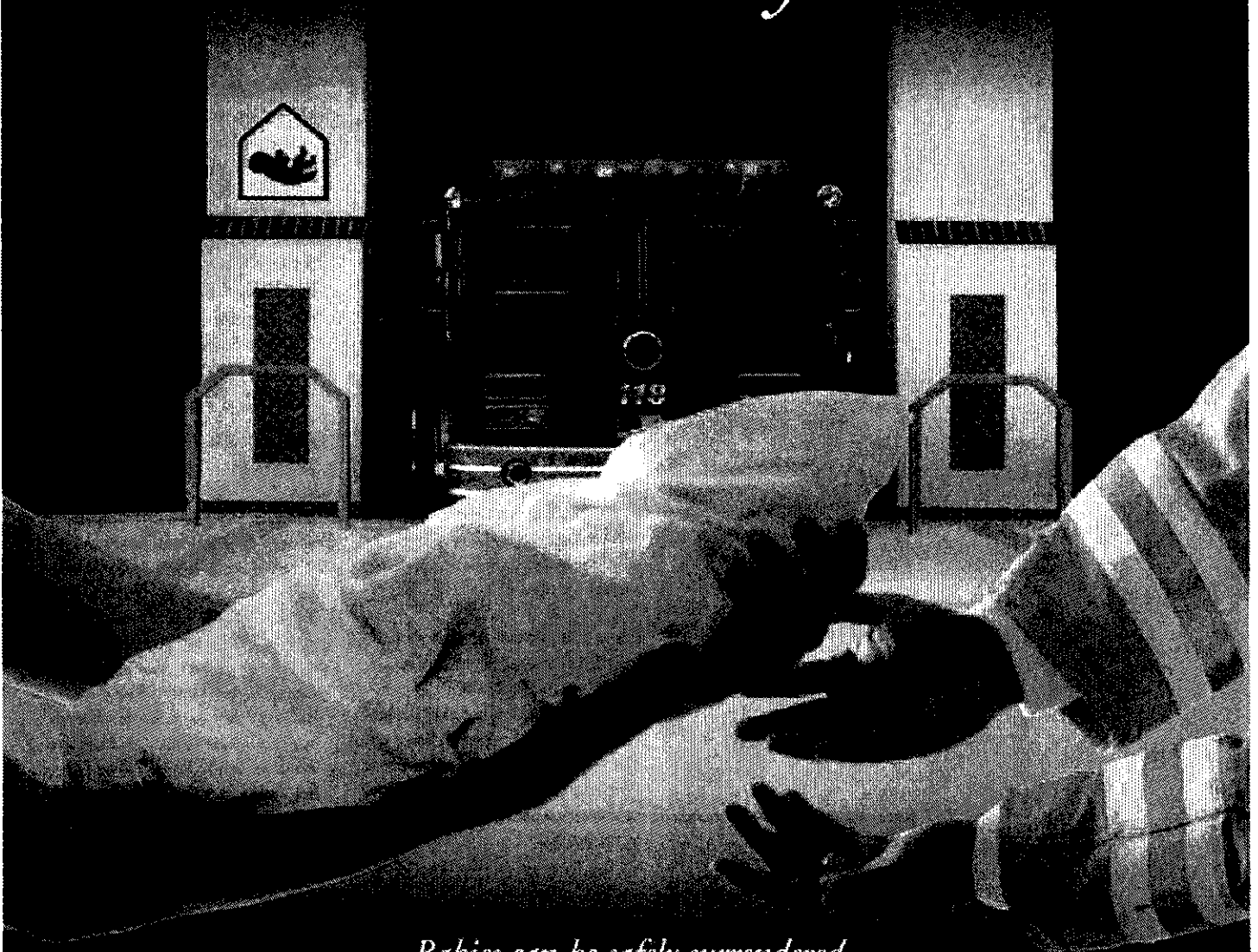
How Will My Employees Know If They Can Claim the EIC?

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 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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



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.

EXHIBIT E

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 inter-member 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

**County of Los Angeles Department of Public Works Web Development Standards and
Guidelines**

Please go this website to download County of Los Angeles Department of Public
Works Web Development Standards and Guidelines

www.dpw.lacounty.gov/go/webstandards



"Enriching Lives"

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

Cities within the County of Los Angeles (continued)

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.

Public Affairs, Chief Executive Office
County of Los Angeles
Room 358, Kenneth Hahn Hall of Administration
Phone (213) 974-1311
<http://lacounty.gov>
REV. 06/18/09 AS (9-10)

Generation Earth Program Statistics

	Year 1*	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8**
Total number of teachers/educators	145	394	436	476	428	515	435	342
Total number of schools	90	247	253	269	280	310	279	226
Total number of environmental projects	87	196	426	421	366	359	412	430
Total number of students potentially impacted by campus projects	106,762	346,707	389,014	437,375	366,691	409,557	385,417	317,987
Total number of students directly taught via service learning	10,927	22,327	30,627	31,241	28,777	37,664	36,063	30,562
Total number of schools participating in the Streets to the Sea Challenge	-	-	-	-	-	24	38	-
Total number of schools participating in the Battle of the Schools	15	38	42	48	56	60	58	60
Total amount of waste diverted via the Battle of the Schools (pounds)	36,517	120,000	136,937	154,761	178,702	239,538	182,784	211,894

Notes:

*Year 1 was not a complete academic year - (the program began in February 2005) Streets to the Sea Challenge began in CY6.

**Year 8 was a nine month contract extension.

Student Enrollment by Grade

Los Angeles County

Reported 2011-2012 Numbers¹

Level	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Ungraded Elementary	Total Enrollment
Public	120,533	120,019	116,471	115,680	114,965	114,514	115,240	700	818,122
Private	13,995	12,036	11,659	11,495	11,101	11,330	12,496	240	84,352
Total	134,528	132,055	128,130	127,175	126,066	125,844	127,736	940	902,474
Level	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Ungraded Secondary	Total	
Public	118,317	134,266	129,289	122,495	122,279	1,106	1,106	745,535	
Private	12,791	13,108	12,724	12,532	12,300	12,202	314	75,971	
Total	131,108	130,891	146,990	141,821	134,795	134,481	1,420	821,506	

¹Numbers calculated from the California Department of Education, reported numbers August, 2012

Generation Earth Program Project Breakdown by Contract Year (CY)

Year	Total Environmental Projects	Total Service Learning Projects	Service Learning			Technical Assistance			Total (S-L & TA)		
			Waste	Water	Other	Waste	Water	Other	Waste	Water	Other
CY1	87	33	20	7	6	49	5		69	12	6
									79.3%	13.8%	6.9%
CY2	196	133	70	40	23	56	7		126	47	23
									64.3%	24.0%	11.7%
CY3	426	272	169	65	38	125	29		294	94	38
									69.0%	22.1%	8.9%
CY4	421	225	110	85	30	165	31		275	116	30
									65.3%	27.6%	7.1%
CY5	366	225	124	87	14	117	24		241	111	14
									65.8%	30.3%	3.8%
CY6	359	235	96	117	22	92	32		188	149	22
									52.4%	41.5%	6.1%
CY7	412	292	111	151	30	93	27		204	178	30
									49.5%	43.2%	7.3%
CY8	430	303	127	153	23	101	26		228	179	23
									53.0%	41.6%	5.3%

PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
I.SCOPE OF WORK				
A. Generation Earth Work Plan (Task 1)				
1. Work Plan	To be completed annually within 30 days of the start date of this contract, and during each new contract year.	\$500.00 per day per annual work plan that is submitted late.	☐ Yes ☐ No ☐ N/A	
B. Assist Teachers/Students with Service Learning Projects (Task 5)				
1. Service Learning debriefing reports	Debriefing reports to be completed within 45 days after each service learning project is completed.	\$500.00 per day per each debriefing report that is submitted late.	☐ Yes ☐ No ☐ N/A	

PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
C. Assessments (Task 13)				
1. Students pre/post tests 2. On-line teacher survey 3. Focus Groups	An evaluation report must be completed within 90 days of each completed assessment study.	\$500.00 per day per each assessment report that is submitted late.	☐ Yes ☐ No ☐ N/A	
D. Generation Earth Annual Report (Task 14)				
1. Annual Report	To be completed within 45 days of the conclusion of each contract year, for the duration of this contract.	\$500.00 per each day per each day the annual report is submitted late.	☐ Yes ☐ No ☐ N/A	
E. Reports/ Documentations				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report	\$50 per day per report that is late or not submitted	☐ Yes ☐ No ☐ N/A	
2. Special Reports As Needed	Filed within time frame requested	\$50 per day per report that is late or not submitted	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
3. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	☐ Yes ☐ No ☐ N/A	
4. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	☐ Yes ☐ No ☐ N/A	
F. Employees				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract, the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	☐ Yes ☐ No ☐ N/A	

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

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs	\$50 per error resulting from lack of orientation	☐ Yes ☐ No ☐ N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements	\$50 per occurrence	☐ Yes ☐ No ☐ N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times	\$50 per employee, per occurrence	☐ Yes ☐ No ☐ N/A	
5. Uniform	Uniforms worn by all day time employees on the job	\$50 per employee, per occurrence	☐ Yes ☐ No ☐ N/A	
6. Training program	Document training of each employee	\$250 per untrained employee	☐ Yes ☐ No ☐ N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work	\$50 per employee, per occurrence	☐ Yes ☐ No ☐ N/A	
G. Supervisor/Managers				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager	\$50 per occurrence	☐ Yes ☐ No ☐ N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract	\$50 per complaint not responded to within the time frame outlined in the specifications	☐ Yes ☐ No ☐ N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
3. Makes Site Inspections	Facility inspected each shift or as required by Contract	\$50 per occurrence	☐ Yes ☐ No ☐ N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service	\$100 per occurrence	☐ Yes ☐ No ☐ N/A	
5. Provide Adequate Supervision and Training	Contract specifications met	\$50 per occurrence	☐ Yes ☐ No ☐ N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices	\$200 per occurrence	☐ Yes ☐ No ☐ N/A	
7. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager	\$100 per day for use of non English-speaking supervisor	☐ Yes ☐ No ☐ N/A	

PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
H. Contract Administration				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after	\$200 per day; work/contract suspension; possible termination for default of contract	☐ Yes ☐ No ☐ N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse	\$200 per day; suspension; possible termination for default of contract	☐ Yes ☐ No ☐ N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract	\$200 per occurrence	☐ Yes ☐ No ☐ N/A	
4. Use of Subcontractor without Approval.	Obtain County's written approval prior to subcontracting any work	\$500 per occurrence	☐ Yes ☐ No ☐ N/A	
5. License and Certification	All license and certifications required to perform the work, if any	\$200 per day; suspension; possible termination for default of contract	☐ Yes ☐ No ☐ N/A	
6. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; suspension; possible termination for default of contract	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
7. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA)	\$500 per occurrence, suspension; possible termination for default of contract	☐ Yes ☐ No ☐ N/A	

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