001845

DEPARTMENT EXECUTE

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

FOR

SMART BUSINESS RECYCLING PROGRAM SERVICES

TABLE OF CONTENTS

AGREEMENT FOR SMART BUSINESS RECYCLING PROGRAM SERVICES

| SAMF | LE AGREE | MENT | PAGI | Ε |
|------|-----------|------|---|---|
| | | | Vork A.1-1 | 2 |
| | | • | ontract General Requirements | |
| | Section 1 | | pretation of Contract | |
| | | Α. | Ambiguities or Discrepancies B.1 | |
| | | B. | Definitions B.1 | |
| | | C. | Headings B.3 | |
| | Section 2 | Stan | dard Terms and Conditions Pertaining to Contract Administration | |
| | | A. | AmendmentsB.4 | |
| | | В. | Assignment and Delegation B.4 | |
| | | C. | Authorization Warranty B.5 | |
| | | D. | Budget Reduction B.5 | |
| | | E. | Complaints B.5 | |
| | | F. | Compliance with Applicable Laws B.6 | |
| | | G. | Compliance with Civil Rights Laws B.6 | |
| | | H. | Confidentiality B.7 | |
| | | 1. | Conflict of Interest | |
| | | J. | Consideration of Hiring County Employees Targeted for Layoffs or | |
| | | | Re-employment List B.7 | |
| | | K. | Consideration of Hiring GAIN and GROW Participants B.8 | |
| | | L. | Contractor's Acknowledgment of County's Commitment to Child | |
| | | | Support Enforcement | |
| | | M. | Contractor's Charitable Activities Compliance | |
| | | N. | Contractor's Warranty of Adherence to County's Child Support | |
| | | | Compliance Program | |
| | | Ο. | County's Quality Assurance Plan | |
| | | P. | Damage to County Facilities, Buildings, or Grounds B.9 | |
| | | Q. | Employment Eligibility Verification | |
| | | R. | Facsimile Representations | |
| | | S. | Fair Labor Standards B.10 | |
| | | T. | Governing Laws, Jurisdiction, and Venue B.11 | |
| | | U. | Nondiscrimination and Affirmative Action | |
| | | V. | Nonexclusivity B.12 | |
| | | W. | No Payment for Services Provided Following Expiration Termination | |
| | | | of Contract B.12 | |
| | | X. | Notice of Delays | |
| | | Υ. | Notice of Disputes | |
| | | Z. | Notice to Employees Regarding the Federal Earned Income Credit B.13 | |
| | | AA. | Notices | |
| | | BB. | Publicity B.13 | |
| | | CC. | Public Records Act | |
| | | | | |

001845

AGREEMENT FOR

SMART BUSINESS RECYCLING PROGRAM SERVICES

THIS AGREEMENT, made and entered into this All day of ______, 2008, 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 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: 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 March 12, 2008, hereby agrees to provide services as described in the attached specifications for Smart Business Recycling Program Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; 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 Acting 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 \$761,696 for the initial 3-year term, or such greater amount as the Board may approve (Maximum Contract Sum). Should the COUNTY grant an option year(s), the COUNTY will pay the CONTRACTOR for each option year an amount not to exceed the Maximum Contract Sum of \$254,000 per year, or such greater amount as the Board may approve.

<u>FOURTH</u>: This Contract's initial term shall be for a period of three years commencing upon Board approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

<u>FIFTH</u>: The CONTRACTOR shall bill upon approved completion of the work performed in this contract. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

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

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

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

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

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

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

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

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

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

// //

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting 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

CorActing Director of Public Works

APPROVED AS TO FORM:

RAYMOND, G. FORTNER, JR.

County Counsel

SCIENCE **APPLICATIONS** INTERNATIONAL CORPORATION

Mark Defley

Type or Print Name

By <u>Sil O.L.</u> <u>Its Socretary Senior Contract Representative</u>

GIL OLIVAS

Type or Print Name

| State of California County of Diego State of California | CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT | | | | | | |
|--|---|--|--|--|--|--|--|
| On 5/29/08 , before me, _ | Jessica L Platel | | | | | | |
| personally appeared <u>Gil Olivas</u> and | Printed Name of Notary Public Mark Deffley Printed Name(s) of Signer(s) Printed Name(s) of Signer(s) | | | | | | |
| personally known to me - or - proved to me on the basis of satisfactory evidence form(s) of identification credible witness(es) | | | | | | | |
| to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | | | | | | | |
| | WITNESS my hand and official seal. | | | | | | |
| JESSICA L. PLATEL COMM. #1536222 Notary Public - California San Diego County My Comm. Expires Dec. 18, 2008 | Justica J. Platet Signature of Notary Public | | | | | | |
| (Seal) | | | | | | | |
| OPTIONAL INFORMATION Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document. | | | | | | | |
| Description of Attached Document | | | | | | | |
| The preceding Certificate of Acknowledgment is attached titled/for the purpose of | | | | | | | |
| containing pages, and dated | · | | | | | | |
| The signer(s) capacity or authority is/are as: Individual(s) Attorney-in-Fact Corporate Officer(s) | | | | | | | |
| Guardian/Conservator Partner - Limited/General Trustee(s) Other: | | | | | | | |
| representing:Name(s) of Person(s) or Entity(ies) Signer is Represent | enting | | | | | | |

SCOPE OF WORK

SMART BUSINESS RECYCLING PROGRAM SERVICES (2008-AN012)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Wilson Fong of Environmental Programs Division, who may be contacted at (626) 458-3581, e-mail address: wfong@dpw.lacounty.gov, Monday through Thursday, 8 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Los Angeles County.

C. Background

The California Integrated Waste Management Act of 1989 (AB 939) requires cities and counties in California to divert at least 50 percent of their solid waste from disposal in landfills. The business sector contributes significantly to the amount of waste generated in the County. To help businesses reduce waste and thereby preserve landfill capacities, the County established the Smart Business Recycling Program in 1994. This program offers free site visits and waste reduction consultation to businesses located in the unincorporated areas of the County. Site visits involve conducting waste audits and making recommendations on ways to implement new recycling programs or enhance current waste management practices. The program also includes outreach to encourage recycling and promote waste diversion opportunities.

D. Work Description

For mainly County unincorporated businesses, along with some schools, and governmental agencies, the Contractor shall perform waste audits; provide consultation regarding waste reduction and recycling; develop effective recycling and environmental campaigns; create, print, and distribute compelling outreach materials to stimulate environmentally sound business operations; participate in events and venues to encourage prudent waste management among businesses, communities, organizations and groups; supply various promotional items and beverage container recycling bins; facilitate an awards program to commend businesses for their notable recycling efforts; compile and update on the existing website listings of recyclers, haulers, and other appropriate resource contacts for various commodities; and adhere to reporting requirements as part of the project management provisions.

1. Task 1 – Site Visits

Contractor shall seek, solicit, schedule, and conduct site visits at mainly businesses located in the unincorporated County areas particularly those which are potentially large diverters, as well as large venues, schools, and County facilities as directed by Contract Manager. Site visits shall entail field visiting businesses, performing evaluation of solid waste management operations, offering consultation on ways to implement or enhance waste reduction practices, and setting up recycling arrangements with recyclers. Site visit information shall be entered into an existing Contractor shall employ Business Recycling Access database. Consultants (BRCs) to conduct the site visits. BRCs shall be trained and experienced in the field of integrated solid waste management and environmental preservation, and knowledgeable of applicable regulations. BRCs shall be courteous and professional, and help businesses to reduce waste and enhance recycling. Some BRCs shall be fluent in Spanish and any other language prevalent in the unincorporated County communities. Contractor shall submit resumes of the proposed BRCs for review and approval by the Contract Manager.

- a. <u>Consultation</u>: Emphasis shall be placed on providing effective consultation for businesses to implement new or improved waste management practices. Consultation shall touch upon the benefits of environmental preservation; how businesses can profit through recycling and waste reduction; and recommend practical and specific ways to start or improve recycling and waste reduction practices. BRCs shall provide a list of pertinent recyclers as a resource guide to connect companies for purposes of reusing or recycling materials and commodities. BRCs shall also be proactive in researching and facilitating beneficial connections among businesses, haulers, and recyclers to recycle items, such as beverage containers and paper/cardboard.
- BRCs shall follow up with businesses, one or more b. Follow-Up: times within two months after conducting the initial site visit, to gauge how waste diversion has improved, and to provide any Contractor shall complete and submit a further assistance. Public Works provided report form for each two months site visit The report shall contain a short analysis of the completed. business' waste management practices and discuss the amount of waste diverted as a direct result of BRCs' actions or provided BRCs shall provide businesses with a recommendations. Public Works survey along with a self-addressed, postage-paid envelope to be completed by the businesses, and sent to Public Works. The survey will ask questions on the quality and success of the services provided by the Contractor. For schools and large venues enthusiastic about recycling, Public Works may

consider providing free beverage container recycling bins, paper recycling bins, and compost bins.

c. <u>Compensation</u>: Site visits will be compensated by the number of hours it takes to complete the site visits. The site visits will include waste evaluation, consultation, research, setting up recycling arrangements with recyclers, commute and follow-up, not to exceed the Maximum Allowable hours shown on Table 1c for the respective facilities. The total site visit hours conducted per month (except for the first, second and last months which may be lowered) shall be between 150 and 175 hours, and scheduled in coordination with Public Works.

Table 1c - Maximum Allowable Hours

| | Table IC - Maximum Anowar | ,, <u>o</u> ,, <u>o</u> ,, | |
|-----------------|---|----------------------------|--------------------|
| Facility | Facility Size | Maximum Allowable Hours | |
| Type | | Site Visit Hours | Follow-Up Hours |
| Businesses | Less than 20 employees | 2 | 1 |
| and County | 20 to 49 employees | 4 | 1 |
| Facilities | 50 to 99 employees | 8 | 2 |
| | 100 to 249 employees | 10 | 4 |
| | 250 to 499 employees | 12 | 4 |
| | 500 to 999 employees | 16 | 5 |
| | 1,000 to 2,000 employees | 20 | 5 |
| | More than 2,000 employees | 25 | 6 |
| Schools | Less than 1,000 students | 15 | 6 |
| | 1,000 to 3,000 students | 25 | 8 |
| | More than 3,000 students | 35 | 12 |
| Large Venues | More than 2,000 patrons/day and 500 employees | 30 | 10 |

If the Contractor estimates that additional hours will be needed to complete any site visits, in excess of the maximum hours indicated on Table 1c, the Contractor may request for additional hours from Public Works prior to the site visits. Public Works will review the request and any information provided to support the request and approve or deny the request.

2. Task 2 – Outreach and Education

Contractor shall produce outreach materials that promote the program and offer practical information on recycling and reducing waste for businesses.

Outreach materials must be professional, colorful, simple, appealing, and applicable. Contractor shall utilize an experienced graphic designer to develop outreach materials. Outreach materials consist of postcards and brochures, but may include other types of outreach as directed by Public Works. All outreach materials must first be approved by Public Works prior to production and distribution. Incorporation of languages other than English, such as Spanish, in outreach materials may also be necessary.

- a. <u>Brochures</u>: Contractor shall develop and print brochures of dimensions 8.5- by 11- inch, when unfolded. The objective of the brochure is to provide recycling information for business generated materials, such as paper, plastics, green waste, electronics, metals, construction materials, food, rubber, wood, carpet, and hazardous waste. Brochures shall be printed double-sided on 30 percent postconsumer recycled-content paper, and be glossy and tri-folded, either c-fold or z-fold at the discretion of Public Works. Brochures will be mailed or distributed by Public Works or distributed by BRCs at appropriate business site visits.
- b. <u>Postcards</u>: Contractor shall develop, print, and mail postcards with dimensions of 5.5- by 8.5 -inch. The objective of the postcards is to promote the program and get businesses to schedule site visits. Postcards shall be simple with a catchy positive message on one side and program contact information on the other. Postcards shall be mailed each quarter to 5,000 businesses on a rotating list in the County database, provided to Contractor by the Contract Manager, of approximately 20,000 businesses.
- Presentations: Contractor shall make presentations to managers of C. businesses and/or chain stores in a professional, concise, and meaningful manner. Contractor shall touch upon the growing need to be more environmentally conscientious as well as clearly demonstrate the cost benefits of recycling and source reduction, including current regulations and compelling case studies. Contractor shall also attend special events involving businesses as well as community events upon request by Public Works. At the events, the Contractor shall educate attendees on practical waste diversion practices at businesses and inform them about this program as well as other County environmental programs that may be helpful. All presentations and event activities must first be approved by Public Works, including cost and content elements. The presentations and events shall be attended by a Contractor's crew of at least two people, using staggered shifts when necessary for long events. The Contractor may charge the actual hours worked per person up to a combined total of 16 hours per day or

per function, unless otherwise approved by Public Works. Any event entry fees or other related costs will be reimbursed to the Contractor from the Task 2 budget.

- d. Other related outreach: Public Works may request Contractor to develop and print other forms of outreach material such as flyers. This task will be compensated at an hourly rate. The hours to develop outreach materials should be reasonable, meet industry standards, and be approved by Public Works prior to beginning work. Any development of other outreach materials shall conform to Task 2 and printing costs will be negotiated and allocated from the Task 2 budget.
- 3. Task 3 Promotional Items and Beverage Container Recycling Bins
 - a. Promotional Items: Contractor shall provide items shown in Table 3a made from recycled materials where specified and printed with a recycling message as approved by Public Works. Items should contain at least one printed sentence and the website www.888CleanLA.com or www.businessrecycling.com. Items will be distributed at site visits, presentations, events, and Public Works functions. Contractor may suggest substitutions for the promotional items for review and approval by Public Works. Alternate promotional items may also be requested by Public Works as part of this Contract. The costs for alternate promotional items will be negotiated and compensated from the Task 3 budget.

Table 3a - Promotion Items

| Item | | | | |
|---|--|--|--|--|
| Pencils (recycled denim) | | | | |
| Pens (recycled tires) | | | | |
| Rulers (transparent, recycled plastic) | | | | |
| Tire Pressure Gauges (portable) | | | | |
| Tote Bags* (H 14" x L 19" x W 4", recycled plastic) | | | | |
| Document Case/Holders (transparent, recycled plastic) | | | | |
| Travel Mugs* | | | | |
| Reusable Water Bottles* | | | | |

(* should have printing on two faces)

b. <u>Bins for Recyclable Beverage Containers</u>: Contractor shall provide bins for depositing recyclable beverage containers (or for trash when directed by Public Works) of the type:

Model:

Public Squares with lock and lid (round openings for

beverage containers, square openings for trash)

Capacity: 42-gallon

Bins will be ordered in batches of 10 bins per batch. Contractor may suggest comparable substitutions for the bins for approval by Public Works. Additional or alternate bins may also be requested by Public Works as part of this Contract. The cost for any additional bins will be compensated at the Unit Price specified in task 3.b on Form PW-2, Schedule of Prices, and costs for any alternate bins will be negotiated and compensated from the Task 3 budget.

4. Task 4 – Support Activities and Reporting

Contractor shall manage all work activities in a manner that yields quality work and ensures the timely progress and completion of tasks, in coordination with Public Works. Contractor's staff shall present themselves professionally both in manner and dress when conducting work under this Contract. Prior to beginning work, Contractor shall hold a kick-off meeting with Public Works at Public Works headquarters. Contractor shall also provide the following support activities, to facilitate resources for recycling and waste diversion among businesses, and adhere to the reporting requirements.

- a. Recycler Listing: Contractor shall update the listing of 350 to 400 recyclers on the County's existing web database. Updates entail contacting each business to ascertain that information is current, including name, address, contact information, and types of recycling services provided. Each quarter, the Contractor shall complete at least 25 percent of the companies listed. Contractor shall submit a list of updates and companies contacted in Excel format to Public Works each quarter for review and approval.
- b. <u>Independent Haulers Listing</u>: Of particular importance to this program is identifying haulers and recyclers for paper/cardboard, beverage containers, and other waste commodities prevalent within the business sector. Contractor shall seek independent haulers who will collect cardboard and beverage containers in particular and other commodities in most cases, free of charge for recycling; and compile a comprehensive list for utilization by the BRCs to help arrange recycling with site visited businesses. As part of the strategy to find independent haulers, Contractor shall create and run: half-page ad of *Pennysaver* in 30 books circulated in areas where haulers are situated, and 1/8-page ads in three different region newspapers. The strategy and ad content for accomplishing

this task must be approved by Public Works. Contractor may propose alternate media outlets to effectively locate and advertise these haulers or services, for review and approval by Public Works. The compiled listing will be added to the County's recycler database.

- Recycler Awards: Contractor shall seek and nominate at least C. 36 businesses for the Smart Business Recycling award during the initial 3-year contract term, among which Public Works will select 24 businesses to receive the award. No nomination is anticipated during the first 12 months of Contract, unless requested by the Contract Manager. Nominees shall demonstrate outstanding waste diversion and recycling practices, or commendable efforts to environmentally conscientious waste management operations. Awards may be issued at one of the County Board of Supervisors' meetings or other County function on an annual basis. Contractor shall assist in coordinating any award ceremonies at these functions, including providing short narratives on why each of the awardees are deserving of the award. Contractor shall develop written criteria for nominating and selecting award recipients. Both criteria shall be submitted for review and approval by Public Works prior to implementation of the awards program. Contractor shall nominate businesses by completing the nomination forms and describe in adequate detail their outstanding waste diversion practices, including quantities of materials recycled if appropriate. Contractor shall acquire appealing and professional quality plaques inscribed with the award title, year, and company name. Contractor shall also supply \$50 gift baskets to accompany the plaques. Designs of the plagues and gift baskets shall be approved by Public Works.
- d. Web Assistance: Contractor shall provide web assistance by responding to public inquiries on the program's existing website or as directed by Public Works. Assistance consists of offering solutions to businesses' waste management needs, including referrals to appropriate recyclers or resources. The program averages about 10 inquiries per month, many of which involve requests for assistance on how to recycle items generated at the businesses. Standard assistance should on average take one hour or less per customer inquiry; Public Works shall be consulted before answering more complex inquiries.
- e. <u>Performance Measures</u>: Contractor shall develop, track, and analyze quantifiable measures to gauge customer satisfaction and overall effectiveness of the program. Measurement tools and methodologies shall be submitted to Public Works for review and approval prior to implementation. Methodologies shall be

statistically sound, and appropriately reflect the levels of effectiveness of the program components. Performance measure results and findings shall be submitted to Public Works each quarter for review and discussion.

Monthly Report and Meeting: Contractor shall prepare and submit f. a monthly report, which contains the status of contract tasks, work completed, tasks to be worked on in the next month, scheduling, progress, any notable issues, and the completed site visit forms for the prior month. Contractor shall hold monthly meetings with Public Works at the Public Works headquarters to discuss contract status, pertinent issues, progress made, work done or pending, waste audits, and any problems encountered. One week prior to the meeting, Contractor shall submit an agenda. After the meeting, Contractor shall prepare and submit minutes of the meeting. When approved, the minutes are to be incorporated into the monthly report for review and approval by Contract Manager. Reports shall double-sided percent postconsumer printed on 30 recycled-content paper.

E. Schedule of Deliverables

Public Works reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. Contractor shall not be entitled to any claim for loss profits or otherwise should Public Works fail to determine a need for services under this Contract. Contractor shall complete tasks and deliverables according to the following schedule:

1. Task 1 – Site Visits

Contractor shall begin conducting site visits within four weeks of the commencement of this Contract or as otherwise directed by the Contract Manager. Upon requests for site visits made by businesses, Contractor shall contact such businesses within two business days to schedule the site visit, and site visits shall be conducted within one month of the request unless otherwise approved by the Contract Manager.

2. Task 2 – Outreach and Education

Contractor shall submit drafts of outreach materials as directed by the Contract Manager. Finalized materials shall be printed and submitted within three to four weeks of the request by the Contract Manager.

3. Task 3 – Promotional Items and Beverage Container Recycling Bins

Contractor shall provide promotional items and bins within eight weeks of the request by the Contract Manager.

4. Task 4 – Support Activities and Reporting

- a. <u>Recycler Listing</u>: Each quarter, Contractor shall submit an updated list for 25 percent of the companies listed on the County's website.
- b. <u>Independent Hauler Listing</u>: Contractor shall submit independent haulers list within four months of the start of this Contract.
- c. <u>Awards</u>: Contractor shall submit a nomination list of 18 businesses for the recycling awards each 12 month period of this Contract, unless otherwise directed.
- d. <u>Web Assistance</u>: Contractor shall provide technical assistance within two business days after receiving an inquiry, unless otherwise approved.
- e. <u>Performance Measures</u>: Within three months of the start of this Contract, Contractor shall submit the initial set of performance measures for Contract Manager review and approval. Thereafter, Contractor shall submit performance measure findings each quarter to gauge the overall effectiveness of the program.
- f. Monthly Reports and Meetings: Contractor shall submit a draft monthly report by the fifth of each month and the minutes of meetings within three business days after the meeting. A final report, with edits and minutes incorporated, shall be submitted five business days after Contract Manager provides comments to the Contractor.

5. Option Year(s)

The County will select those tasks and quantities to be preformed by the Contractor in accordance with these specifications in the option year(s). Tasks performed by the Contractor during the option year(s) will be paid by the County based on the Contractor's "Unit Price" provided in the Schedule of Prices, Form PW-2. Table E.5 is an outline of anticipated tasks during the option year(s).

Table E.5 – Anticipated Tasks for Each Option Year

| Table E.3 - Alticipated Tasks for Lacif Option Teal | | | | | | | | |
|---|----------------------------------|----------|--------------------|--|--|--|--|--|
| Task | Description | Unit | Estimated Quantity | | | | | |
| 1. | Site Visits | Hr. | 1,800 | | | | | |
| 2. | Outreach and Education | | | | | | | |
| a. | Brochure Printing | batch | | | | | | |
| | | of | 5 | | | | | |
| | | 1,000 | | | | | | |
| b. | Postcard Printing and Mailing | batch | | | | | | |
| | | of | 2 | | | | | |
| | | 5,000 | 500 | | | | | |
| C. | Presentations | hr. | 500 | | | | | |
| d. | Other related outreach | hr. | 100 | | | | | |
| 3. | Promotional Items and Bevera | ge Conta | iner | | | | | |
| | Recycling Bins | T | | | | | | |
| a. | Promotional Items: | | | | | | | |
| | Pencils | ea. | 1000 | | | | | |
| | Pens | ea. | 1000 | | | | | |
| | Rulers | ea. | 500 | | | | | |
| | Tote Bags | ea. | 5,000 | | | | | |
| | Travel Mugs | ea. | 100 | | | | | |
| | Water carry bottles | ea. | 100 | | | | | |
| b. | Bins for Recyclable Beverage | batch | 10 | | | | | |
| | Containers | of 10 | 10 | | | | | |
| 4. | Support Activities and Reporting | | | | | | | |
| a. | Recycler Listing Updates | quarter | 4 | | | | | |
| b. | Award Plaques | ea. | 12 | | | | | |
| C. | Web Assistance | ea. | 60 | | | | | |
| d. | Performance Measures | set | 4 | | | | | |
| e. | Monthly Reports and Meetings | ea. | 12 | | | | | |

F. Reports and Materials

All documents, reports, and other materials prepared by the Contractor under this Contract shall be delivered to Public Work and shall become the property of the County. All legal rights and privileges of the program, in whole or in part, are retained by the County. No parts of this program may be used for any purposes without the prior consent of the County. Reports shall be written in Word format. Any fonts used in the materials (other than Times and Arial) shall be provided in TrueType format. Materials shall be produced for output on 8.5- by 11 -inch recycled-content papers. Reports shall be printed double-sided on 30 percent postconsumer recycled-contend papers. All graphics shall be in PC-readable format as Adobe Illustrator, PageMaker, or Photoshop format. Images shall be

maintained in an editable format with no constraints on ability to use the materials.

G. Special Safety Requirements

In the performance of this Contract, precaution shall be exercised by the Contractor for the protection of persons, including employees and property. Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. Contractor shall provide all safety devices, safeguards, and protective equipment, and take any other needed actions on its own volition, or as Public Works may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by this Contract. Contractor's personnel shall observe all applicable Cal/OSHA regulations while at any demonstration facility or other County jobsite. Suitable clothing, hats, gloves, and shoes that meet Cal/OSHA requirements are required.

H. Additional Responsibilities of the Contractor

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

I. Liquidated Damages

- In case of the Contractor's failure to meet certain specified performance requirements, Public Works 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 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 performance of the contract work.
- c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of Public Works is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the contract work in accordance with the terms and conditions of this Contract at the Proposal price.
- d. The parties are not under any compulsion to contract.
- e. 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 Public Works for the award of this Contract.
- f. It would be difficult for Public Works 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 Public Works resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- h. Contractor shall pay Public Works, or Public Works may withhold the whole or portion of the monies due the Contractor for the failure to perform any portion of this Contract. The amount of the liquidated damages will be as shown:

i. Task 1 and 3 \$100 per day lateii. Task 2 \$25 per day lateiii. Task 4 \$50 per day late

Execution of this Contract shall constitute agreement by Public Works and Contractor that liquidated damages assessed per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

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

J. Hours and Days of Service

Hours of services shall be primarily performed within the 8 a.m. to 5:30 p.m. time period, Monday through Friday, each week, except legal 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 Director.

K. Utilities

The County will not provide utilities.

L. Storage Facilities

The County will not provide storage facilities for the Contractor.

M. Removal of Debris

All debris derived from these services shall be removed from Public Works property 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 National Pollutant Discharge Elimination System.

N. Responsibilities of Public Works

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

O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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. <u>Definitions</u>

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:

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

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

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

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

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

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

<u>Director</u>. 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).

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

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

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

<u>Maximum Contract Sum.</u> The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

<u>Proposer</u>. 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.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

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

<u>Subcontractor</u>. 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. <u>Headings</u>

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

- 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 to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. <u>Assignment and Delegation</u>

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

- B.4 -

2008-AN012

Smart Business Recycling

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

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

C. Authorization Warranty

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

D. <u>Budget Reduction</u>

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

E. Complaints

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

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

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

F. Compliance with Applicable Laws

- 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.
- Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

- 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.
- Contractor represents and warrants that it is aware of, and its authorized 2. 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 Failure to comply with the description of all relevant circumstances. provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).
- J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List</u>

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

2008-AN012 Smart Business Recycling 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

- Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN 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. <u>Contractor's Acknowledgment of County's Commitment to Child Support Enforcement</u>

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

M. Contractor's Charitable Activities Compliance

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

N. <u>Contractor's Warranty of Adherence to County's Child Support Compliance Program</u>

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

O. County's Quality Assurance Plan

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

P. <u>Damage to County Facilities, Buildings, or Grounds</u>

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

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

Q. <u>Employment Eligibility Verification</u>

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

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (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 County, its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

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

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

V. <u>Nonexclusivity</u>

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

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

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

X. Notice of Delays

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

2008-AN012 Smart Business Recycling

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

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

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

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

BB. Publicity

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

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

CC. Public Records Act

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

DD. Record Retention and Inspection/Audit Settlement

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

2008-AN012

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

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

EE. Recycled-Content Paper Products

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

FF. Subcontracting

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

- 1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
- 2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 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's 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.
- 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.
- 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

- B.16 -

2008-AN012

Smart Business Recycling

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.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

TERMINATIONS

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

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

B. Termination for Convenience

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

C. **Termination for Default**

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

- B.19 -2008-AN012 **Smart Business Recycling** under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

- 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. <u>Termination for Improper Consideration</u>

- 1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
- Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination for Insolvency

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

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

F. <u>Termination for Nonadherence to County Lobbyists Ordinance</u>

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

G. <u>Termination for Nonappropriation of Funds</u>

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

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. <u>Labor</u>

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

H. Labor Law Compliance

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

I. Overtime

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

J. <u>Permits/Licenses</u>

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:

- Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor B.23 2008-AN012

 Smart Business Recycling

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

- 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.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

- 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 County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. 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 County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County,

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

D. General Insurance Requirements

- Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
- 2. Evidence of Insurance Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

- 3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
- 4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- 5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. <u>Insurance Coverage Requirements for Subcontractors</u>

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

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

G. <u>Insurance Coverage Requirements</u>

1. <u>General Liability</u> insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):

a. General Aggregate:

\$2 million

b. Products/Completed Operations Aggregate:

\$1 million

c. Personal and Advertising Injury:

\$1 million

d. Each Occurrence:

\$1 million

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

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a. Each Accident:

\$1 million

b. Disease - policy limit:

\$1 million

c. Disease - each employee:

\$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

- B.29 -

2008-AN012

Smart Business Recycling

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

- 4. <u>Property Coverage</u>: Such insurance shall be endorsed naming County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment Special form (all risk) coverage for the actual cash value of County-owned or leased property.
 - Real Property and All Other Personal Property Special form (all risk) coverage for the full replacement value of County-owned or leased property.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. <u>Nonresponsible Contractor</u>

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

D. Contractor Hearing Board

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

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

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

E. <u>Subcontractors of Contractor</u>

These terms shall also apply to subcontractors of County contractors.

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.
- For purposes of this Section, "Contractor" means a person, partnership, 2. 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. Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

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

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

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law</u>

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.

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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. <u>Indemnity</u>

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

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

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

D. Copyright Notices

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

E. Acknowledgement/Attribution

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

P:\aspub\CONTRACT\CONTRACTING FORMS\RFP\8 EXHIBIT B-STANDARD-11-8-06.DOCDOC



Notice 1015

(Rev. December 2006)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

How Do My Employees Get Advance EIC Payments?

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

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

Moshame. Monames.

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



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723 www.babysafela.org



State of California Gray Davis, Governor

Health and Human Services Agency Crantland Johnson, Secretary

Department of Social Services Rita Saerz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect bables from being abandoned by their parents and potentially being hurt or kitled. You may have heard tragic stories of bables left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were straid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

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

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

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

Sin pena. Sin culpa. Sin peligro.

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



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

www.babysafela.org



Estado de California Gray Davis, Gobernador

Agencia de Saluci y Servicios Humanos (Health and Human Service Agency) Grantland Johnson, Secretario

Departamento de Sarvicios Sociales (Department af social service) Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

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

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

Response to Request for Proposal



for Smart Business Recycling Program Services (2008-AN012)

March 12, 2008

Submitted to:



County of Los Angeles
Department of Public Works, Cashier
900 South Fremont Avenue, Mezzaine Floor
Alhambra, California 91803

Submitted by:



ORIGINAL

From Science to Solutions
1000 Broadway, Suite 675, Oakland, California 94607
(510) 433-0835

In Association With.

HOR ONE COMPANY
Many Solutions*





Printed on 30% Post-Consumer Content Paper



TABLE OF CONTENTS

| 3. | Letter of Transmittal | | | | | |
|---------------------------------|---|------|--|--|--|--|
| 4. | 4. Support Documents for Corporations | | | | | |
| 5. | | | | | | |
| 5. | | | | | | |
| 5. | b Diversity of Los Angeles County | 5-2 | | | | |
| 5. | c Background | 5-2 | | | | |
| 5. | d Organizational Diagram | 5-5 | | | | |
| 5. | e Specific Information | 5-6 | | | | |
| 5. | f Key Personnel | 5-16 | | | | |
| 6. | Work Plan | 6-1 | | | | |
| Task 1 – Site Visits | | | | | | |
| Task 2 – Outreach and Education | | | | | | |
| Ta | ask 3 – Promotional Items and Beverage Container Recycling Bins | 6-8 | | | | |
| Ta | ask 4 Support Activities and Reporting | 6-11 | | | | |
| 7. | Financial Viability | 7-1 | | | | |
| 8. | Quality Assurance Program | 8-1 | | | | |
| 9. | Subcontractors | 9-1 | | | | |
| HDR/BVA | | | | | | |
| LACC | | | | | | |
| | osebud Marketing | | | | | |
| 10. | Insurance | 10-1 | | | | |
| 11. | Forms List | 11-1 | | | | |
| 12. | Subcontractors' Forms List | 12-1 | | | | |
| 13. | Additional Information | 13-1 | | | | |

FIGURES

Figure 1: Waste Characterization of Los Angeles Unincorporated County's Commercial Sector

Figure 2: Organizational Diagram

ATTACHMENTS

Attachment A: Resumes

Attachment B: Los Angeles Conservation Corps Materials

Attachment C: Personnel Skills Matrix



These data, furnished in connection with RFP for "Smart Business Recycling Program Services (2008-AN012)," shall not be disclosed and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. This restriction does not limit the customer's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in the following pages of this proposal. In addition, the information contained herein may include technical data, the export of which is restricted by the U.S. Arms Export Control Act (AECA) (Title 22, U.S.C. Sec 2751, et seq.) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401, et seq.).



3. LETTER OF TRANSMITTAL

March 12, 2008

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Mezzanine Floor
Alhambra, CA 91803-1331
Attn: Mr. Edwin Manoukian

Subject:

RFP # 2008-AN012 - LETTER OF TRANSMITTAL

SAIC Proposal to Provide Smart Business Recycling Program Services

Dear Mr. Manoukian:

Science Applications International Corporation (SAIC) is both pleased and excited to offer the enclosed Time and Material proposal to provide Smart Business Recycling Program Services for the County of Los Angeles, CA. We believe our proposed approach to LA County's Smart Business Recycling Program is not only unique but also a local, pragmatic, cost effective as well as innovative delivery approach; integrating best practices from national experience with ground-breaking Zero Waste programs. It is our intention to make LA County's Smart Business Recycling Program the benchmark by which other cities and programs in California and the Nation are evaluated.

This proposal provides a detailed description of our core strengths via our talented staff members, project summaries that demonstrate our outstanding past performance in the Zero Waste field, a list of references, scope of services, project timeline, and a cost estimate, along with our cost assumptions.

Through vast industry experience, SAIC is an expert at producing and managing collection and diversion opportunities. SAIC has a staff of leading Zero Waste experts who can develop market expansion programs for not only CRV material in Los Angeles County but also identify diversion opportunities at little or no cost for harder to recycle materials, targeting desirable items such as green waste, old corrugated cardboard, paper, polypropylene, polystyrene, and various electronics should the county decide to expand its potential through the Smart Business Recycling program.

SAIC's staff of senior consultants make the perfect partnership with our on the ground team, the LA Conservation Corps (LACC) in Los Angeles County. Our senior staff for the LA County Smart Business Recycling Program includes past recycling program managers and consultants working closely with various Urban Conservation and Service Corps. Our team members have worked in the greater Los Angeles area on recent goals such as polystyrene recycling and our proposed project manager has detailed knowledge of the existent Access database in use with LA Department of Public Works. SAIC's team has experienced analysts that have developed a variety of custom Geographic Information System (GIS) solutions to deliver data to clients. The Corps will use GPS/GIS technology to assist in the monitoring of pick up locations, identify gaps



in service, adjust numbers and locations of individual collection sites and determine the best routes for recycling crews to follow in collecting CRV containers.

Our team members have helped roll out the nations leading municipal recycling programs such as the award winning San Francisco Fantastic-3 & Alameda County's Stop Waste Partnership technical assistance program. With a fully bilingual staff at SAIC and LACC our organizations will bring intimate understanding of recycling diversion programs and cross cultural commitment to the communities where LACC Corpsmembers live and work in LA County. SAIC and LACC will coordinate recycling drives for the workplace, small businesses throughout the county while providing CRV beverage container collection services for special events, including sporting occasions and festivals. LACC is a recipient of California Department of Conservation, Division of Recycling (DOC) grant monies, to recycle single-serve beverage containers discarded at small businesses and place already funded recycling carts and containers. LACC and DOC have partnered to encourage recycling throughout the LA County area. By choosing SAIC for the Smart Business Recycling Program, money savings will become immanent for Los Angeles County.

SAIC believes this opportunity in Smart Business Recycling in Los Angeles County offers an excellent opportunity to train and partner with LACC's highly qualified staff and young urban Corpsmembers; providing skills and opportunities necessary to join a new, multi-billion dollar economic sector. This "green" sector is bringing new opportunities with Zero Waste recovery parks, green construction, clean technology, urban agriculture and energy. We believe SAIC's partnership with the LACC will help urban youth achieve their dreams while providing excellent training and recycling diversion options to Los Angeles County.

SAIC understands that mutually agreeable Terms and Conditions from the County of Los Angeles, CA will apply to any contract award resulting from this proposal.

SAIC proposes to bill all hours and quantities incurred monthly.

Please direct all technical questions to Mr. James Madden at (510) 466-7126.

The undersigned is authorized to make representations and negotiate on behalf of SAIC. All contractual questions and business matters can be directed to (858) 826-6455.

Sincerely,

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Gil Olivas

Senior Contracts Representative

Attachment:

Proposal

cc: James Madden, SAIC Program Manager

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SCIENCE APPLICATIONS INTERNATIONAL CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF MARCH, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

0901386 8300

080303617

You may verify this certificate online at corp.delaware.gov/authver.shtml

Warriet Smith Hinden

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6440461

DATE: 03-11-08



State of California Secretary of State

STATEMENT OF INFORMATION

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions. IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not after if name is preprinted.)

C1090309 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10280 CAMPUS POINT DRIVE SAN DIEGO CA 92121



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5. EXPERIENCE

SAIC has assembled a team of qualified subconsultants, including HDR/BVA, the Los Angeles Conservation Corps (LACC) and Rosebud Marketing. We feel this combination of subconsultants who possess skills that are especially suited to this project coupled with the local knowledge and the experience of LACC is a winning combination.

5.a Introduction

The California Integrated Waste Management Act of 1989 [AB939] set aggressive goals for the reduction of solid waste throughout the state. Among the requirements of the bill, each city and county in California was required to divert from landfills 25% of its waste by 1995 and 50% of its waste by the year 2000.

Waste Characterization

The California Integrated Waste Management Board (CIWMB) commissioned a state-wide solid waste characterization study in 1999 to ascertain what materials were still being landfilled to augment the similar studies that were performed in 1990 and 1995. Results from the study indicated that paper made up the largest of the unincorporated county's aggregate waste composition at 26%. Organics (not including yard waste) follows at 24%, plastics at 11%, cardboard at 7%, and wood and metals each at 6%.

C&D Yardwaste Wood 5% Glass 5% 3% Metals Waste 6% **Tires** 0% Cardboard Textiles 3% Plastics 11% Organics Paper 26% Other Wastes

Figure 1: Waste Characterization of Los Angeles Unincorporated County's Commercial Sector

Source: http://www.ciwmb.ca.gov/WasteChar/wcabscrn.asp

This data is useful as it points to focus areas for improving commercial waste reduction and recycling in unincorporated Los Angeles County. Targeting materials disposed of seems



straightforward; however, to maximize diversion there are myriad challenges to address. SAIC has encountered many of these challenges and has met them by developing innovative solutions. For example, many businesses are located in multi-tenant spaces where there are numerous points of contact, a number of different materials and ways to capture garbage, and the possibility that hauling costs are included in the leasing fees. SAIC team members have successfully implemented recycling programs in situations like these, working with property managers, janitorial staff, and multiple vendors to create sustainable award-winning recycling programs. SAIC has worked with Bay Street Shopping Center, Emeryville, CA, where tenants struggle with frequent manager turnover, space constraints, and non-native English speaking staff to develop a successful recycling and food scraps program. The results garnered Bay Street recognition in 2006 by the International Council of Shopping Centers for the "Best expansion of an existing recycling program". Additionally, while paper is ubiquitous in the waste stream, capturing paper often comes with the challenge of dealing with multi-tenant office settings. As well, collecting small quantities of paper from offices associated with facilities that have much higher percentages of harder to recycle materials requires a well thought out approach. SAIC views these simply as additional opportunity for diversion. From enrolling entire office complexes to participate in recycling programs to identifying vendors that can handle specialty materials and working with facilities to prevent the waste before it occurs, SAIC has created solutions to maximize the capture of recyclable materials.

5.b Diversity of Los Angeles County

Los Angeles is one of the most diverse counties in the United States. Census figures show an estimated 2006 population of 9,948,081, over a quarter of the total population of California. Persons of Hispanic or Latino origin make up approximately 47%, Caucasians 29%, Asians 13% and African Americans 10%. Such diversity translates into a broad array of commercial establishments, which calls for flexibility and creativity in approaching these businesses to establish recycling programs.

Job Training and Diversity

Today's environment and infrastructure challenges demand the ability to understand, integrate and optimize multiple human and natural processes and systems. People, businesses, and governments are looking toward sustainable solutions that will simultaneously allow continued growth while improving the quality of life, organizational performance and the environment. Bringing together the best science, engineering and information management skills through SAIC and HDR combined with the Los Angeles Conservation Corps experience, resources and diversity presents an innovative and cost savings way for the LA Smart Business Recycling Program to meet the sustainability challenges that Los Angeles County faces.

5.c Background

Science Applications International Corporation

Science Applications International Corporation (SAIC), founded in 1969 as an employee-owned company, has grown to become the largest research and technical services firm in the nation, with annual revenues of over \$8 billion. With 44,000 employees in 150 cities worldwide, SAIC



provides environmental, management, and technical expertise to a broad range of programs and clients. Specializing in environmental protection programs, information systems, applied science and engineering, SAIC addresses regional, national and international challenges, emphasizing environmental performance improvement, enhanced process efficiency, energy, telecommunications and information technology.

SAIC's environmental programs draw upon the skills of more than 4,000 environmental and information management professionals nationwide. Our company offers access to technical experts in waste prevention program planning, implementation, and measurement, with extensive skills and experience earned in support of private and public sector programs. We are adept at applying practical, innovative strategies to local recycling and solid waste prevention issues and experienced in the development of program plans, guidance and outreach. SAIC has successfully completed more than 100 waste prevention policy, program development and guidance projects as well as over 1,000 waste prevention assessments for businesses and institutions across the country.

Waste Reduction Technical Assistance Experience

SAIC has been the lead technical consultant to the StopWaste Partnership from 1997 to the present. Between July 2000 and June 2005, SAIC client representatives directly assisted businesses in Alameda County divert over 68,000 tons of materials from landfill. SAIC's StopWaste Team has conducted dozens of site assessments for industries such as:

- * Retail
- * Food service
- * Hotels
- * Food manufacturing
- * Office buildings
- * Electronics manufacturing
- * Public administration
- * Utilities

- * Wholesale
- * Utilities
- * Transportation service
- * Health services
- * Universities
- * Amusement and recreation services
- * Office buildings

SAIC's staff has been supporting programs to reduce waste and recycling rates in increase California for well over fifteen Our staff has conducted of site visits hundreds formulated recommendations for recycling for a broad array of Our proven skills, customers. including engaging organizations in undertaking diversion programs, knowledge of local recycling markets, logistics and training, have resulted in the diversion of several hundred thousand tons of waste from landfills.

Proposed SAIC team members for this contract bring to the County of Los Angeles experience from recycling and waste prevention programs around the country, including: Greater Las Vegas Area, NV; the state of Oregon; California's Bay Area (San Francisco, San Jose, Concord and Alameda County); King County, WA; New York City, NY; Sacramento/San Joaquin County, CA; San Diego/Tijuana, Mexico; as well as Santa Clarita and Irvine, CA. The same extensive experience gained from working in dozens of programs will be utilized to address the challenges of Los Angeles County for diverting waste, increasing recycling, and implementing waste prevention measures.

SAIC also brings to bear the experience required to successfully manage a diverse team of subconsultants that add their strengths and capabilities to the resource base for recycling outreach. SAIC has assembled a team of qualified subconsultants, including HDR, and the Los Angeles Conservation Corps (LACC). We feel this combination of partners is a winning combination, because they possess skills that are especially suited to this project coupled with the local knowledge and years of experiences of LACC.



Over the past decade, SAIC has worked closely with StopWaste.Org (formerly the Alameda County Waste Management Authority and Source Reduction and Recycling Board) to create and fine tune The StopWaste Partnership, a nationally recognized program. SAIC has been successful in the development of this award-winning program because we have been responsive to the priorities and needs of Alameda County. From the SAIC Team's combined experiences we welcome a collaborative effort with Los Angeles Public Works Department to customize the Smart Business Program.

HDR/BVA

One of California's leading resource management firms, HDR/BVA has more than 20 years of practical, hands-on experience providing waste management, energy conservation and water conservation services to the public and private sectors. Comprised of engineers, planners, financial analysts, and resource specialists, HDR/BVA provide independent recommendations for resource efficiency projects and offer a full range of services to assist clients in finding environmentally responsible, efficient, and cost-effective solutions.

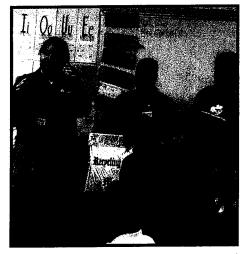
Los Angeles Conservation Corps



SAIC believes the LACC makes the perfect partner with on-theground recycling expertise, targeting CRV material. Each corps member has extensive training in recycling practices and professional business communications. The Corps teaches young

people to place a high value on becoming life-**This** long learners. partnership presents opportunity unique to California urban train youth and exposes them to LACC's wide range of educational and job training programs.

Extending the Corps exposure through this Public Work Smart Businesses Program will benefit LA County in man ways on a sociological level. The Los Angeles Conservation Corps currently operates three year-round charter high school sites which serve low-income



communities with epidemic high school drop out rates: East and South L.A., Central LA and Watts. To date, LA Conservation Corps has helped over 430 young adults earn their diplomas or GEDs (See Attachment C).



Youth Population Served

The LACC student body* is comprised of:

- 95% of students enrolling with severe academic credit deficiencies
- 80% of students who are dropouts from traditional schools
- 40% of students 18 years old or older
- 20% of students who were expelled from traditional schools
- 20% of students who were prior youth offenders
- 12% of students who are parents or are pregnant
- 57% males and 43% females
- 62% of students who are Latino, 37% who are African-American and 1% who are Asian/Filipino
- * based on 2003-04 Academic Year

5.d Organizational Diagram

Provided below is our proposed organization chart detailing the task(s) the consultant team members and their tasks. Public Works will mainly interface with the SAIC Management Team Project Manager James Madden and Deputy Project Manager Christopher Williams.

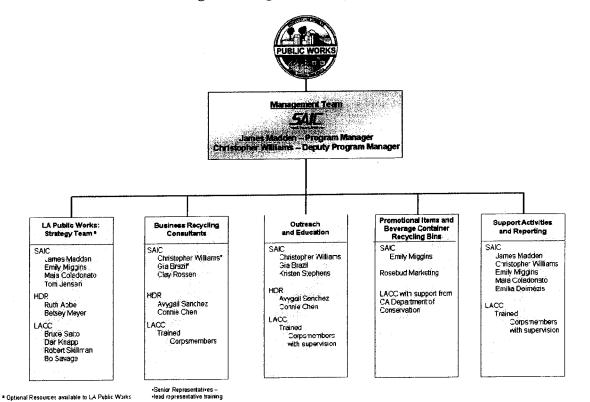


Figure 2: Organizational Diagram



5.e Specific Information

SAIC Team Relevant Work Experience

The chart below is included to provide an easy reference for determining which firms have experience for the various services required in the RFP. A specific personnel qualifications matrix is provided in Attachment D.

| Project Services | SAIC | HDR | LACC | Promotional Materials |
|--------------------------------------|---------------|----------|----------|--------------------------|
| Site Visits | | . I | | |
| Consultation | ✓ | ✓ | ✓ | |
| Follow-up | ✓ | ✓ | | |
| Outreach and Education | | | | |
| Brochure Development | ✓ | ✓ | ✓ | |
| Postcard Development | ✓ | | ✓. | |
| Mailings | √ | | ✓ | |
| Presentations | ✓ | ✓ | ✓ | |
| Promotional Items and Beverage C | ontainer Bins | | | |
| Promotional Items | | | | ✓ |
| Beverage Container Recycling Bins | | | ✓ | |
| Support Activities and Reporting: | | | | |
| Recycler Listing Updates | ✓ | ✓ | ✓ | |
| Vendor Listing and Ads | ✓ | ✓ | | ✓ |
| Recycler Awards | ✓ | ✓ | | |
| Web Assistance/Email Assistance | ✓ | ✓ | | |
| Performance Measures | √ | V | ✓ | |
| Monthly Reports and Meetings | √ | ✓ | √ | |

The projects outlined below were selected to showcase the broad range of skills that the SAIC Team has in the areas of waste reduction program implementation and technical assistance.



These projects provide the strongest demonstration of SAIC's qualifications in support of LA Public Work's Smart Business Recycling Program.

Name of Project: Supporting the StopWaste Partnership

Location: Alameda County, California

Client's Name: StopWaste.Org

Year Project Started/Completed: October 1996 – present

Firm's Project Responsibility: As a founding partner, SAIC provides technical consulting support to the StopWaste Partnership, a comprehensive business and environmental performance improvement initiative to help businesses and institutions reduce waste, energy and water use and improve competitiveness in Alameda County. SAIC assists StopWaste.Org in performing the full range of services within this Partnership.

Tasks and activities include:

> Assisting with project planning and industry targeting;

➤ Leading comprehensive assessments at businesses and public agencies, including waste characterization analysis;

➤ With an automated, web-based assessment system developed for this program, making cost cutting recommendations for businesses and public agencies in waste reduction, energy and water efficiency;

➤ Providing implementation assistance, including training, helping to secure waste prevention and recycling vendors, finding buyers for discards, and piloting waste prevention technologies;

> Helping to measure and evaluate waste reduction and other resource efficiency and cost improvements;

> Supporting policy dialogues on various issues including local incentives for waste prevention, energy efficiency and sustainable development;

Conducting or supporting several special projects within the Partnership including developing a best practices database, a knowledge management system that focuses on waste prevention, marketing grant and award programs, and C&D and green waste pilots;

➤ Helping several companies change processes and redesign supply chains to reduce wastes.

Key Achievements: To date business clients have diverted over 210,000 tons of solid waste. The Team has worked with over 100 businesses located in member agencies across the county in various industry sectors.

Barrier: Waste and diversion issues are often not the first priority of our point of contact. This manifests itself in a number of ways including inaction on the part of management, funding not allocated or an unresponsive point of contact. This has impacted the waste prevention and



diversion work that we do in that it has often extended the time and effort that our team budgets for that client. Over the course of working with more than 100 clients we have developed solutions to overcome this barrier in its myriad forms and recognize how best to motivate our clients. One technique used is to appeal to our clients' bottom line by providing cost-benefit analyses that include numbers supporting the team's recommendations. Other clients respond to recognition. Our team explores ways in which our clients can be recognized and acknowledged for the important work they are doing in the fields of recycling and waste prevention, whether it be internal recognition, case studies or awards from external organizations.

Budget:

\$2,220,000

Client Reference:

Rory Bakke, Senior Program Manager, StopWaste.Org

(510) 891-6500

Name of Project:

Los Angeles Waste Wi\$e Program

Location:

Los Angeles, California

Client's Name:

City of Los Angeles, Environmental Affairs Department

Year Project Started/Completed: July 1994 – June 2000

Under the Los Angeles Waste Wi\$e Program, SAIC served as the lead technical consultant supporting the City of Los Angeles Environmental Affairs Department in a hazardous waste and stormwater reduction initiative that also addressed solid waste reduction and resource efficiency. The program primarily targets small to medium-sized businesses in sectors with significant wastewater and stormwater concerns and strives to improve both environmental and financial performance.

SAIC supported a public-private partnership lead by the City's Redevelopment Agency and industry representatives that is redeveloping the *Wilmington Industrial Park* in the Los Angeles Harbor area. SAIC implemented a bi-lingual outreach campaign to help over 200 businesses identify opportunities to improve business and environmental performance through waste reduction and energy and water conservation and to better understand regulatory requirements. SAIC has characterized the business mix and corresponding waste streams using various existing databases. The long term goal of the project was to develop Brownfield's and to expand existing operations by implementing cooperative projects for multiple businesses to share materials, energy and water resources to improve overall efficiency.

SAIC's other work included:

- ➤ Leading comprehensive waste reduction and energy assessments at more than 75 businesses, including waste characterization analysis;
- > Providing one-to-one environmental business assistance through maintaining a public hotline;
- > Revamping and maintaining hauler/recycler directories, a vendor database, and a library of waste reduction literature, all available to local businesses;



- > Updating an environmental business assistance website which provides permit guidance, regulatory links, and other services;
- Assisting with project planning and industry targeting;
- ➤ Providing implementation assistance to help businesses secure vendors, find buyers for discards, and pilot waste reduction technologies;
- > Supporting workshops and distribution of information kits for targeted industrial/demographic groups;
- > Developing annual program evaluation reports; and
- ➤ Providing general outreach through awards programs and placement of articles in environmental and trade publications.

LA Waste Wise worked with businesses and institutions such as manufacturers (e.g., furniture, metal finishing, food processing), service industries (auto repair, photoprocessing, restaurant), and government entities (city service yards).

Through this work, SAIC gained a detailed knowledge of the trends in manufacturing, waste generation, source reduction (e.g., cost effective technologies and best management practices), reuse and recycling, end-use markets and regulatory considerations.

Value:

\$525,000

Contact:

Ms. Donna Chen (213) 580-1079

201 N. Figueroa Street, Suite 200

Los Angeles, CA 90012

Name of Project:

Border WasteWi\$e Program

Location:

San Diego, CA; Tijuana, Mexico

Client's Name:

U.S. Environmental Protection Agency; SEMARNAP, PROFEPA, California Environmental Protection Agency; Industrial Environmental

Association, City of San Diego, City of Tijuana, Mexico.

Year Project Started/Completed: 1996 - 2002

This was a partnership founded in 1996 between the U.S. and Mexican Governments. As a member of the Border Waste Wi\$e Bi-National Partnership, SAIC helped the Cities of San Diego and Tijuana and other partners ease the environmental pressures resulting from the region's large and rapidly growing industrial development, particularly the Maquiladora plants in Tijuana. The Tijuana-San Diego area, a bi-national metropolitan area with over 4 million people, is one of the largest and fastest growing manufacturing centers in the world.

The Border Waste Wi\$e Partnership works with manufacturers on both sides of the border to help them reduce waste and energy use and improve their bottom line. Border Waste Wi\$e was recognized in June 1998 as a leading sustainable development success story along the border by President Clinton and the U.S.-Mexico Bi-National Commission.



SAIC helped more than 60 large and medium-sized manufacturers in the electronics, transportation, plastic injection and furniture industries identify methods and technologies to reduce waste and energy use in product design, manufacturing and packaging. SAIC, as the project's lead technical partner, worked with each of these companies at their plants, prepared detailed resource efficiency recommendations and helped companies implement practices. Based on a program evaluation, the companies that participated in Border Waste Wi\$e implemented a remarkable 72% of SAIC's recommendations, reducing thousands of tons of waste and considerable energy use.

The program involved two phases: Phase I was resource efficiency technical assistance and Phase II (still ongoing since 1999) is an industry led partnership that SAIC designed in consultation with all the partners, industry trade associations and NGOs, including Environmental Defense.

Other project activities SAIC has led include:

- > Supporting a recycling based economic development zone;
- > Developing an online bi-national materials exchange (CalMex) and a recyclers directory based on a comprehensive survey;
- > Training more than 45 students from local universities and municipal staff from San Diego and Tijuana with the goal of enhancing the capabilities of local organizations to provide ongoing waste and energy reduction assistance to Border industries;
- ➤ Conducting a comprehensive program evaluation report based on surveys with 20 companies; and
- > Creating Border Waste Wi\$e Online, a bi-lingual web site that includes waste exchange capabilities (www.borderwastewise.org).

Value:

\$550,000

Contact:

Ms. Yvonne Williams City of San Diego (858) 694-7000

Name of Project:

New York City WasteLe\$\$

Location:

New York City

Client Name:

New York City Department of Sanitation and New York State Energy

Research and Development Authority

SAIC is supporting the City of New York through a far-reaching \$2.1 million technical assistance-based effort to help businesses improve operating efficiencies and reduce operating costs through waste prevention. SAIC waste prevention teams work with owners and managers of 25 businesses throughout the City to conduct site assessments specifically to evaluate cost-saving opportunities to prevent wastes in the following specific industry sectors:

Airports and Airlines

Wholesalers

Manufacturers

Restaurants

Retailers

Food Producers



Response to RFP for Smart Business Recycling Program Services (2008-AN012)

Hospitals

Stadiums

Schools

SAIC's team assists specific businesses by helping them to reduce packaging wastes, revising purchasing specifications, identifying composting and other waste-to-use options, providing waste prevention training for employees, identifying energy and water conservation opportunities, and developing detailed waste prevention and measurement programs. The specific services SAIC provided to each NYC WasteLe\$\$ partner include:

- conducting pre-assessment business sector research;
- > performing on- site waste and energy assessments;
- recommending specific waste prevention opportunities that reduce the volume and toxicity of solid wastes, increase energy efficiency, and reduce costs;
- providing implementation and training support;
- > tracking and measuring waste prevention achievements and cost savings;
- documenting cost savings;
- developing case studies, videos, and guidance to showcase waste prevention and cost savings for consideration by other businesses within each sector; and
- conducting sector-wide seminars and outreach.

SAIC's NYC WasteLe\$\$ partners include Shea Stadium, U.S. Airways, British Airways, La Guardia Airport and the Port Authority of New York and New Jersey, Pizzeria Uno, The Sheraton Hotels, Jacob Javits Convention Center, Delphi Studios, New York City Sign and Supply, South Street Seaport, Hunt's Point Market, Eagle Electric, and other enterprises throughout the five boroughs.

Special Features: NYC WasteLe\$\$ was the most comprehensive city-wide waste prevention and environmental public awareness program undertaken in the United States.

NYC Wastele\$\$ offers a prototype program for business waste prevention that can be applied to businesses throughout the United States and the world.

Value:

\$2,100,000

Name of Project: As Needed Recycling Assistance Services

Year 1: Improving Commercial Recycling Project

Year 2: Multifamily Dwelling Recycling Assistance Program and Construction & Demolition Ordinance Project

Location: Emeryville, California Client's Name: City of Emeryville

Year Project Started/Completed: March 2005 - August 2007

Firm's Project Responsibility: SAIC has supported a broad range of recycling and waste reduction efforts for the City of Emeryville. SAIC's role has generally consisted of hands-on



implementation and research for City-sponsored initiatives. SAIC has performed work for Emeryville over a two-year contract cycle.

Year 1

The City of Emeryville selected SAIC to assist in raising its commercial recycling rate. The focus of the project was on small to medium-sized businesses that are considered too small to receive assistance from the StopWaste Partnership (i.e.—not enough weekly garbage generation or too few employees) and/or have simply not had the internal resources, knowledge or motivation to set up an effective recycling program on their own. Through the course of this work, SAIC was also charged with gathering information about the state of recycling in the City. This information will be used in setting future priorities and goals.

Projects and tasks included:

- ➤ Performing door-to-door and telephone outreach to over 175 small businesses generating 2 cubic yards of garbage per week or less which qualify for free recycling with Waste Management
- ➤ Contacting medium-sized businesses (>2 and <20 cubic yards of garbage per week) to market waste reduction technical assistance services
- ➤ Performing site visits to medium-sized businesses to gather information and make observations regarding recommendations and best practices
- > Drafting concise reports for medium-sized businesses including recommendations, projected waste reduction and cost savings
- > Providing implementation assistance (e.g.—help locating a recycling vendor and/or sourcing recycling bins) to medium-sized businesses after sending them the report
- ➤ Programming a Microsoft Access database to capture information gathered during course of the contract (e.g.—garbage and recycling volumes, participation in the commercial recycling assistance program, diversion tracking)

Key Achievements: 70% of eligible businesses contacted signed up for the free recycling program; 190 small and medium-sized businesses visited; over 40 cubic yards of new weekly recycling service (over 2,000 cubic yards per year of additional diversion) added by City businesses.

Barrier: The City of Emeryville has negotiated a relatively low garbage rate with its franchise hauler. This inexpensive garbage service lowers the financial incentive for recycling by reducing the discount a firm receives for going the extra mile and implementing a recycling program. The SAIC team was often able to overcome this issue through our knowledge of local recyclers and our ability to match the appropriate hauler to a business' needs. Space constraints were also an issue in Emeryville. Most businesses have limited space for recycling containers. Knowledge of the space constraint issue allowed the team to approach site visits with an eye toward solutions (e.g.—distribute a number of smaller containers throughout a facility, consolidate parking to make room for collection bins).

Year 2

Multifamily Dwelling Recycling



Mr. Christopher Williams will serve as the Deputy Project Manager and Task Lead for Tasks 1 and 2. Based out of Pasadena, he is a business waste prevention specialist with 22 years of experience in municipal solid waste reduction, composting, recycling, household hazardous waste prevention, renewable energy technology, and energy conservation. He is experienced in project planning, implementation, operations, and analysis. Mr. Williams has successfully implemented recycling systems for large and small venues, universities, schools, governmental instructions and commercial establishment. He has managed buyback and drop-off recycling operations and has assisted in launching municipal residential and commercial recycling programs, in technical support, staff, and project leadership positions with several private sector and non-profit conservation organizations. He has significant experience and aptitude in providing great customer service and maintaining high levels of client satisfaction. Mr. Williams has an A.S. in Alternative Energy Technology, Cabrillo College, as well as coursework in Environmental Economics from San Jose State University and Solid Waste Management from San Jose State University.

Ms. Maia Coladonato, P.E., will provide be the Task Lead for Task 4, support activities and reporting. She has over 13 years of experience in recycling, waste prevention, composting education and environmental compliance. Ms. Coladonato is the Project Manager for the StopWaste Partnership, an award winning program of the StopWaste.Org, which offers business efficiency assistance to clients in Alameda County that want to reduce solid waste generation; supply and feedstock purchases; and energy and water consumption. She has assisted dozens of facilities by conducting on-site assessments; providing recommendations; implementing successful programs; and quantifying the results. Her track record includes the development of models for cost-benefit analysis as well as her work to spearhead increased efficiency and accuracy in the diversion measurement process. Her projects include market development work and waste prevention initiatives for both manufacturing and the legal sector. She has a B.S in Civil and Environmental Engineering from Cornell University (1992) and an M.Eng. in Environmental Pollution Control from The State University of Pennsylvania (1994).

Ms. Emily Miggins will serve as the SAIC Management Liaison with LACC. Ms. Miggins has over 15 years experience in developing nationally recognized recycling programs. Ms. Miggins has worked closely with large players in the recycling industry. She knows the 'ins and outs' of reverse worldwide logistics with materials, possessing the skills to conduct life-cycle audits. Ms. Miggins is bilingual in Spanish, and has experience working with and managing various Urban Conservation and Service Corps. She has planned routing, maintained fleets and operations via use of tools such as GIS, and has conducted comprehensive waste auditing in both large and small office complexes throughout the City of San Francisco. Ms. Miggins was part of the initial rollout of Norcal Waste Systems' innovative and convenient citywide recycling program the Fantastic-3, the most successful Zero Waste collection program in the US today. Charged with plastics diversion, and training on new route schematics, she developed new client relationships that diverted more waste from California's landfills. She launched the concept of the Last Chance Depot where reusable goods were temporarily stored at the transfer station and diverted to local charities and via citywide Bulky Waste Collections. She has hands on experience at creating industrial scale compost programs and has the tenacity to convince businesses to participate at a quantifiable level. Her undergraduate and graduate studies were accomplished L.I.U./Brooklyn-Global College and United Nations Graduate Advanced Certificate Program.



Ms. Gia Brazil will serve as a Senior Business Recycling Consultant for this effort. She is a staff consultant with over 8 years experience in outreach, coordination, management and technical assistance of projects in the areas of waste reduction, pollution prevention, organics diversion and environmental compliance. She has direct experience working with a wide array of businesses, residential developments and schools to increase recycling rates through outreach, program implementation, training and education. She served as the project manager for the City of Emeryville's Multi-Family Dwelling Recycling Project and Small Business Recycling Technical Assistance Project. Ms. Brazil was also a key team member for Alameda County's StopWaste Partnership for over 5 years. Previously the Organics Recycling Associate for the City and County of San Francisco, Ms. Brazil was responsible for the negotiation, development and management of awarded grant funds. She holds double B.A. degrees in Biology and Environmental Studies from the University of California, Santa Cruz (1998) and is a MESM candidate from the Donald Bren School of Environmental Science & Management, University of California, Santa Barbara (2009).

Ms. Emilia Deimezis will serve as a Business Recycling Consultant for the County of Los Angeles, Smart Business Recycling Program Services. She is currently a client representative for Alameda County's StopWaste Partnership, providing technical assistance, cost-benefit analysis and support for business recycling programs. Ms. Deimezis has over 2 years experience in property management, and as recycling coordinator conducted an outreach and education campaign for tenants and maintenance staff. She was also a founding Co-Chair of the Building Office Manager Association (BOMA) Oakland/East Bay environment committee. In this role, she helped plan an outreach campaign for Property Managers and participated in the creation of the BOMA Oakland/East Bay environment guide. In college she worked as a field technician for the NSF funded Lake Ontario Biocomplexity Project. She has a B.S. in Natural Resources from Cornell University (2003).

Mr. Thomas Jensen will serve on the Smart Business Advisory Team. He has more than 20 years of experience designing, developing and implementing source reduction and recycling programs. He has led programs for San Francisco, Los Angeles, Alameda County, San Diego, Seattle, Northern Mexican cities, U.S. EPA, the State of California and private companies. For example, Mr. Jensen led the design of the commercial waste reduction programs for the StopWaste Partnership in Alameda County, for the Border Waste Wise Partnership in the Baja, California and the San Diego region, for the City of Los Angeles' Environmental Affairs Department, and for many private businesses. For many of these projects, he developed best practices and implementation programs, including web-based systems, training and financial incentives and grant programs. Mr. Jensen is skilled at leading the program development process, with alternatives evaluation, including legal and regulatory and cost/benefit analysis, and facilitating adoption among all stakeholders. His program design capabilities benefit from a rich base of experience in field walkthroughs and audits at more than 100 different types of buildings and facilities including hotels, retail outlets, and restaurants. Mr. Jensen earned and B.A. in Economics from UCLA (1983) and an M.A. in Public Policy from Claremont Graduate University (1990).



Ms. Kristen Stephens will provide design services for outreach literature. She is the Sr. Document/Graphics Specialist at SAIC, Oakland. Ms. Stephens provides support for the graphics, scheduling, and production on numerous projects for a variety of clients, including Alameda County StopWaste Partnership, US EPA, Port of Oakland, Contra Costa County Recycling Market Development Zone, and PG&E. Her skills include management support, document production, desktop publishing, graphics and general word processing support, (using many different software programs.) She has experience in education and is successful at developing and implementing educational programs and training modules utilizing many graphic elements. Ms. Stephens works hand in hand with the technical staff and clients alike on ideas regarding layouts, newsletters, brochures, posters, information packages, factsheets, guides and questionnaires to help increase productivity and quality consistency for various projects. Ms. Stephens is familiar with and utilizes programs including Word, WordPerfect, Adobe InDesign, Adobe PhotoShop, Adobe Illustrator, Adobe Acrobat Professional, CorelDraw, PowerPoint, and Excel.

HDR/BVA

Ms. Ruth Abbe will serve on the Smart Business Advisory Team. She is a recycling and solid waste management specialist and project manager with more than 17 years of experience in facility and collection procurement, contract negotiation, program planning, and financial analysis. She is HDR's national practice leader in zero waste planning and leads the HDR|BVA sustainability services group, which focuses on zero waste planning, long term energy management and energy efficiency, renewable energy, green house gas accounting, water conservation, green building, and sustainable urban planning.

Ms. Abbe has worked with more than 50 communities and private sector clients to plan and develop their recycling and solid waste management programs. She is familiar with state of the art collection and recovery equipment and specifications, collection routing methods, and financing plans. As a member of the City of Alameda Recycling Task Force, she developed one of the first citywide residential single-stream collection programs. She has assisted jurisdictions in planning and implementing residential single-stream collection and residential and commercial food waste collection programs, including program planning, procurement, public outreach, technical assistance, and employee training.

Ms. Betsey Meyer will serve on the Smart Business Advisory Team. She has over 18 years of experience providing technical assistance to businesses and local governments in the areas of solid waste, recycling, environmentally preferable purchasing, and green building. She also has extensive policy and program implementation experience in Zero Waste and sustainable business practices. Ms. Meyer has developed a large venue recycling plan for the Irwindale Speedway, performed waste and recycling assessments for the Imperial Irrigation District, developed a recycling implementation plan and directory for the Oregon Department of Transportation and assisted cities and business throughout Southern California with Zero Waste strategies and recommendations. She has worked with municipal, state and federal regulatory and legislative entities on recycling infrastructure development in seven Western states. Ms Meyer is actively involved in the California Resource Recovery Association, SWANA Founding Chapter and the Southern California Waste Management Forum.



Ms. Avygail Sanchez will be a Business Recycling Consultant; she is based out of Los Angeles. She is a solid waste specialist and HDR's civic affairs coordinator for the Los Angeles area. In her role as civic coordinator, she provides outreach to local governments and private businesses throughout Los Angeles County on behalf of HDR. She has specific expertise in providing commercial technical assistance to businesses and completed over 100 commercial waste audits for the Los Angeles County Recycling and Waste Diversion Study. Ms. Sanchez is fluent in Spanish and has conducted many stakeholder meetings and trainings in Spanish. She has a B.A. in Psychology from Mount St. Mary's College (2001) and an M.A. in Urban Planning from UCLA (2004).

Los Angeles Conservation Corps

Bruce Saito, Executive Director, has a long history of outstanding service to Los Angeles and California. In 1976, he joined the California Conservation Corps (CCC), working with youth at various locations throughout the state. He rose to the level of Program Director, directing and developing work and education programs for youth. He is recognized both locally and nationally as an expert in procuring and managing conservation corps projects. Mr. Saito was also instrumental in coordinating emergency efforts during the Los Angeles floods and fires in the 1970s, 80s and 90s, the 1992 Los Angeles Civil Unrest and the 1994 Northridge Earthquake. In 1985, Mr. Saito was hired by former U.S. Secretary of Commerce, Mickey Kantor, to be part of a team to start the LA Conservation Corps. Mr. Saito has served as the organization's Executive Director since 1995.

In addition to his work at the LA Conservation Corps, Mr. Saito has served as President of the National Association of Service and Conservation Corps (now known as The Corps Network). He is also the former president of the California Association of Local Conservation Corps (CALCC), the organization that represents the 12 certified conservation corps covering most of the state's urban areas from San Diego to Marin; Mr. Saito remains very active with CALCC's Legislative Committee. He currently serves on the Advisory Board of Directors of Gardens for Kids. He has been recognized for his service by the City and County of Los Angeles, the State of California and the federal government, and has been honored with a National Philanthropy Day Outstanding Professional Award. Mr. Saito received his bachelor's degree from San Francisco State University. Recently, he was awarded a Durfee Sabbatical Award, Summer 2006 to honor his many years of dedicated service to the youth of Los Angeles.

Bo Savage, Senior Director of Conservation Programs, is a dedicated environmentalist who has planned, implemented and overseen hundreds of youth conservation projects. He began his career at LACC 15 years ago, supervising middle school students participating in conservation projects. Next, Bo began coordinating projects for young adult crews, including large-scale graffiti removal projects, recycling projects, and tree plantings. In his current role, Bo manages over \$5.5 million in conservation service contracts program for LACC's Young Adult Corps Department. He has been a Master Gardener and is presently studying to become a Certified Arborist. Bo holds a B.A. in Recreation and Leisure Studies from California State University, Long Beach.

Dan Knapp, Deputy Director, was promoted to his current position in January 2008 after 11 years of outstanding service to the Corps. For nine years, Mr. Knapp served as the Corps'



Division Director of conservation programs and services, which engage youth between the ages of 13 and 24, and was responsible for over \$13 million in project funds. His prior experience at the Corps also includes teaching environmental science to at-risk youth and managing the implementation of environmental service projects, including the Department of Water & Power's Trees for a Green LA program and Cool Schools project. He proves his dedication to environmental work by serving on the advisory boards for two (2) Corps programs—EarthWorks Community Farm and the SEA Lab. He is an active volunteer with a local Girl Scout troop near his home in Huntington Beach. In addition to his conservation corps work, Mr. Knapp sits on the Board of Directors of the National Forest Association, and serves on the advisory committee for Million Trees LA. Mr. Knapp holds a bachelor's and a master's degree in Geography from California State University, Long Beach. He is also an ISA-certified arborist (WE-6295-A) and a Master Gardener.

Robert Skillman, Senior Project Manager at the Los Angeles Conservation Corps (LACC), has management responsibilities on a wide variety of LACC work contracts and grants, which entail development, implementation and monitoring progress of projects such as, park construction, graffiti abatement, build hiking trails, planting trees, overseeing large cleanups and fire & fuel reduction. For over 8 years Mr. Skillman has been the Manager of LACC's Department of Conservation's Bottle Bill grant. His responsibilities include overseeing the day-to-day collections of recycled materials from LACC's local business, bars/restaurants, schools, large venue/ special events, local parks and multi-residential accounts. Furthermore, Mr. Skillman develops and implements outreach programs designed to educate school children, festival-goers, special event attendees, as well as, members of the general public. These programs and services are designed to go beyond recycling by targeting the conservation of natural resource at the source through reducing and reusing. Mr. Skillman has an A.S. in Political Science from College of the Canyons and a B.A. in History from San Diego State University.



6. WORK PLAN

SAIC is excited to put our experience to work for LA Public Works. In the work plan below we have detailed our methodology, but also outlined some ideas for consideration. These concepts serve mainly as the seeds for thought as to how the Smart Business Recycling program can innovate to achieve its maximum potential.

This work plan provides the framework to:

- 1) Target and reach the companies in unincorporated Los Angeles County with the most potential for diversion;
- 2) Motivate businesses to participate in the Smart Business Recycling Program;
- 3) Implement successful recycling programs at businesses, county facilities, schools and large venues; and
- 4) Track metrics to measure program success.

By leveraging our experience we can focus resources on the efforts that will yield the most return on investment. This may manifest itself in focusing on businesses in a specific geographic area or establishments with large quantities of specific materials.

In any program funded with public dollars, it is imperative to use resources efficiently. LA Public Works has developed guidelines for maximum hours to be spent on site visits and follow-ups based on facility type and number of employees. In addition, recognizing that site visits may not always be necessary to meet the need at a particular site, we propose a process that provides a flexible approach to service, including conducting some consultations only via phone. SAIC Team members could work with LA Public Works to fine tune the criteria for conducting a site visit. For example, criteria may include number of employees, materials generated onsite, and quantity of garbage generated. Businesses that do not meet the requirements for a site visit would still qualify for technical assistance via phone or email or for a targeted site visit. Resources can be freed up for other businesses or activities with this type of approach.

Benefits of a Site Assessment

The client contact of a public transit agency asserted that 90% of their garbage contents was white paper. During the site assessment SAIC staff invited agency contacts to examine the waste composition of the trash and recycling dumpsters. One trash dumpster contained mostly cardboard boxes that were not broken down. The dumpsters cost \$1,700/month for 12 pick-ups each month. SAIC helped the agency understand the cost savings they could realize by recycling these boxes. Interested by the potential avoided cost of disposal the client worked with SAIC to set up recycling programs and divert over 200 tons of waste to date in a 250 person office building.

Task 1 – Site Visits

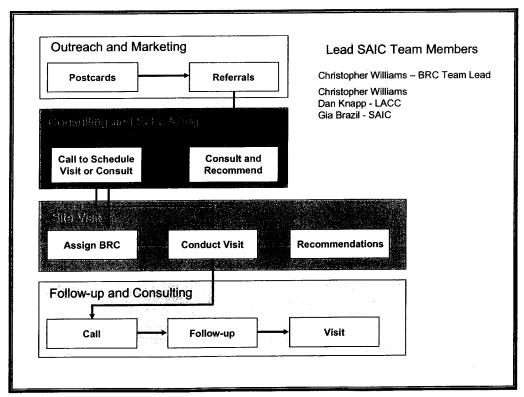
The SAIC team will actively seek out and solicit businesses that present the greatest potential to create diversion from landfills. It is assumed that the vast majority of site visits will occur as a result of responses to the mailed out postcards (see Task 2b) and inquiries from the website (see Task 4d). The SAIC Advisory Team is available to strategize with Public Works on targeting specific commercial sectors developing effective means to garner business participation. By tapping SAIC's programs around experts from country, Public Works can use



information to efficiently focus resources in areas where there is greater potential for success. SAIC has allocated approximately 100 hours annually to conducting targeted calls to businesses to offer the Smart Business Program services.

An additional effective program strategy to consider is to connect with other local partnerships to co-market services and share referrals or leads. Organizations that are looking to be more efficient in one media, such as energy, are often open and interested to minimize waste in another, such as solid waste. There are several Energy Partnerships that the Smart Business Recycling program could explore working with. Sharing referrals can further the goals of each program with minimal time and resources. The SCE/SCG/County of LA Partnership is currently only for county buildings; however, in the 2009-2011 cycle, this could expand to businesses as well. Other potential collaboration opportunities available exist. The Smart Business Recycling program could collaborate with other Partnerships for events. Two such SCE partnerships that host events are the Community Energy Program and Sustainable Communities Initiative. In these programs, "education takes place through various channels including energy rallies, efficiency makeovers, outreach at community events, and student energy actions." Another natural alliance would be to work with organizations that certify or are working to develop certification processes, such as the City of Santa Monica or enviro-coalition Green L.A.

Referrals from postcard responses, from the web or via partnerships, formal or informal, will be directed to the SAIC Site Visit Task Lead. The Task Lead will assign a Business Recycling Consultant (BRC) to contact businesses via an initial phone call to determine existing levels of recycling and trash service, and to verify contact information and the number of employees. The following chart shows the workflow from referrals to site visits to recommendations and follow up.



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Page 6-2



SAIC Team members have conducted hundreds of site visits, identifying materials to be recycled and developing solutions to obstacles to recycling. Based on our experience, SAIC BRCs can often start addressing the concerns of businesses with regard to initiating new recycling programs and begin establishing a relationship of trust during the first contact. For example, businesses often cite space constraints as one of their biggest challenges. SAIC team members can talk about situations where we've been able to reduce garbage levels, thereby increasing space for recycling bins, help find creative solutions, such as cages for shrink wrap that can be placed above floor level, as well as discussing the benefits of environmental conservation.

The **BRCs** will enter this information into the Access database. Site visits will include, but are not limited to, commercial establishments. large venues, schools and county facilities as directed. All site visits will adhere to the time limits as detailed in Table 1c of RFP 2008 ANO12 - Maximum Allowable Hours. Should additional hours may be required to complete a particular site visit approval will be obtained from Public Works prior to setting an appointment with the organization.

With SAIC's extensive web and data bank management experience, we could easily put the access database

CRV- Adding Value

It's exciting to think of Zero Waste experts working directly with Urban Corps members to achieve common goals in Los Angeles County. BRCs will visit sites to obtain an understanding of material flows of the facility.

In addition, LACC (funded in part by CRV revenue) can offer comprehensive waste audits to select complex businesses at no cost to LA Public Works. During a waste audit LACC members conduct a walkthrough looking at every single garbage and recycling container. Then corps members do a waste sort, taking one day's worth of garbage and dumping it onto a tarp. Corps members sort it into 20 categories, weigh it, measure the recyclable materials and get a potential diversion rate—the percentage of material a recycling program could divert from the landfill. This site specific data is helpful in prioritizing materials and developing recycling programs.

online. We have created two such sites for internal use for the CPUC project. With a third party hosting service all SAIC Team members and any future designated personnel would have accessibility to the data bank from remote locations. All persons would first be authorized through the Department of Public Works and receive the URL, Log In, and Password information upon approval. Establishing a URL cost only \$34.00 and we could create and reserve a name such as: **smartbizrecycle.org** for this project should the County decide this would be an efficient means of managing the project.

Our team of experienced and prepared BRCs can often determine what the main waste reduction recommendations are for a company based on the baseline data and company type. However, while screening a business and collecting baseline data can provide a good picture, the realities of waste generation and production are often different from how they appear on paper. Therefore, the site assessment serves a vital role. Only by asking, "Why is this waste created?" and studying production processes, can the assessment team determine waste reduction priorities. Furthermore, asking employees for their waste reduction ideas usually uncovers additional opportunities.

The site assessment also provides a critical time to get to know the business' contact person and determine how to motivate her/him to implement new waste reduction suggestions. Based on



this information-gathering exercise, SAIC will then be able to formulate effective recycling and waste prevention recommendations and touch upon the benefits of environmental preservation. Possible opportunities for other types of environmental efficiencies, such as energy savings, green business certification will also be noted. The site visit is also a good opportunity to introduce the concept of zero waste to a new contact and to talk about the overall waste reduction vision and goals the County is setting. The SAIC Team BRCs will cover the Recycler Awards and the potential for public recognition. As well, SAIC has facilitated client applications for external awards, such as Airports Council International 2006 Environmental Achievement Award (Oakland International Airport) and the International Council of Shopping Center's Best Improved Recycling Program Award (Bay Street Shopping Center).

Many of the LACC team members are from these areas where site visits will be conducted. These youth are excited to be able to make a positive difference in their communities. Some businesses may require interaction in Spanish or other languages as necessary, which can be provided by several of the team members.

Task 1a: Consultation

From SAIC's collective experience we have seen that persistence is often critical to diversion success in a waste reduction assistance program. Barriers to implementation, from lack of time to scant resources, must be identified and solutions developed to overcome those obstacles. Recycling and waste prevention are often not the contact's primary job, so assisting with implementation of recommendations will be an important component for each business to realize success. For businesses with more difficult circumstances, such as generation of more obscure types of waste, space limitations, contractual janitorial constraints and/or lack of employee

What's in a name?

After working with hundreds of companies, SAIC has found that the title of *recycling coordinator* generally belongs to someone who wears many hats. The business contact could be the facilities manager, operations supervisor, warehouse personnel, or environmental and safety lead. Few companies in today's competitive business climate can afford to have one person dedicated to recycling or environmental issues.

Many times even if the business owner can communicate effectively in English, those actually doing the work may not understand program changes if only presented in English. By providing instructions (written or in a presentation) or creating signage with multiple languages or with many clear graphics, SAIC team members can work with the businesses to ensure that their employees understand the program and the motivation behind it. A number of our BRCs are

awareness, SAIC will provide assistance by offering to help plan, coordinate and roll out program recommendations.

The SAIC Team has often observed that staff who separate the recyclables and organics from the trash are non-native English speakers.

The Power of Cost-Benefit Analysis

Team members performed a cost-benefit analysis for a large high tech firm to encourage them to expand their recycling program. The cost-benefit analysis spreadsheet calculated a 6-month payback on investment. The Site Services Director, who had been lukewarm about the idea, upon seeing the spreadsheet, immediately uncrossed his arms, brightened up and announced, "I can definitely take this to my management. Let's do this!"



bilingual in Spanish and several other languages and are available to assist with businesses where explanations in Spanish would facilitate implementation.

BRCs will make recommendations during the site visit with emphasis on implementing new, or improving current, waste management practices. Occasionally additional research may be required after the site visit to provide comprehensive recommendations which will be provided to the business with a short email or call. If there is significant diversion potential and hours in excess of the allocated follow-up hours are required, SAIC Team management will contact the LA Public Works Project Manager to confer and request additional hours. BRCs will research and facilitate the making of beneficial connections between business, haulers and recyclers that provide the businesses with cost savings opportunities. SAIC has done cost-benefit analysis for dozens of waste minimization projects. Many times when the benefits are quantified, the return on investment for waste reduction projects speak for themselves.

For large-sized businesses requiring a slightly more in-depth analysis, a preview report may be considered and provided to the Public Works (if desired) for comment before presenting it to the client. The team will summarize facility and process information as well as recommendations in a concise manner for review. A standard report format developed by SAIC and approved by Public Works will be used.

The consultation reports will be approximately 1-2 pages in length and will highlight the top recommendations for waste prevention and recycling, including estimated potential for cost savings. Recommendations will outline practical and specific ways to start or improve recycling and waste reductions practices. BRCs will also endeavor to identify resources to recycle 'specialty' materials beyond paper, bottles, cans and cardboard: those materials often deemed by businesses as not recyclable.

All information gathered during and after the site visit will be summarized in the report and provided to the business. All recommendations and site visit information will be added to the existing Access database for easy reference and historical record.

Task 1b: Follow-up

Evaluation of program implementation is essential to gauge how to improve assistance to businesses. BRCs will contact businesses with which they conducted site visits in order to maintain continuity of communications and strengthen the relationship. The follow-up contact will be scheduled one or more times within the two month period following the initial site visit. The BRC will conduct the follow up primarily by phone for smaller businesses unless it is determined that on-site assistance is required during the call. For larger businesses additional site visits may be required to assist with implementation steps. BRCs will document the results of the site visit using a Public Works provided report for each two month period that follow up was conducted.

The follow-up will analyze the business' waste management practices and the amount of waste diverted as a result of the BRC's recommendations. If the business has not been able to implement the recommendations the BRCs will provide additional assistance in the form of new or modified recommendations. In our experience, breaking down implementation into smaller



phases or projects is more manageable for businesses to manage. A phased approach allows the business to have a little taste of success before tackling larger or more challenging projects. For example, SAIC often recommends increasing capture for paper, bottles and cans before initiating a food scraps program. Providing additional assistance, such as sample signage or links to bin vendors may also encourage businesses to take the next step in implementation. Additionally, reminders regarding potential cost savings or public recognition can play a part in getting a business to take action.

In the event additional or new recommendations were required during the initial or subsequent follow-up(s) additional follow-ups will be scheduled according to hours allocated in Table 1C Maximum Allowable Hours. All follow-up activities and any new or modified recommendations will be added to the existing Access database for easy reference and historical record.

Community-Based Social Marketing

Douglas McKenzie-Mohr's Community-based Social Marketing approach considers the barriers to behaviors an organization wants to change and how to address each of them. Examples of barriers and the approaches that have been successfully used by the SAIC Team to help overcome these barriers are included in the following table:

| Barrier | Approach | Where this approach increased diversion |
|---|---|--|
| Lack of knowledge about what can be recycled or composted | Connecting vendors with generators or providing information to businesses | Rogers Family Foods, San Leandro, CA |
| Recycling bins are not in a convenient location | Co-locate recycling and trash bins | Walters & Wolf Glass, Fremont, CA |
| Lack of management support | Management stresses importance of participation | Westgate Center San Leandro, CA |
| Insufficient models for desired behavior | Recycling champions in each department | AC Transit General Office, Oakland, CA |
| Insufficient prompts | Increased signage and prompts | Trans Pacific Centre, Oakland, CA |
| Language Barrier, Spanish | Bilingual training and signage | La Terra Fina, Union City, CA |
| Lack of Community Support | Involve Corpsmembers in bilingual presentations in serviced communities | Mission District, Small Business Recycling San Francisco, CA |
| Insufficient understanding of benefits to improving environmental performance | Provide case, pilot test and cost-benefit analyses | Niman Ranch, Oakland, CA |

The SAIC Team will work with LA Public Works to identify business sectors and LA County departments that have the potential to divert significant tonnage. Specialized programs can be developed to focus on specific materials, communities or business sectors.



Task 2 - Outreach and Education

The SAIC Team has found that multiple forms of exposure to a message about a recycling program increases marketing success. A business hearing about recycling one time may consider making changes but not act. However, a business exposed to recycling program availability and benefits on multiple occasions is much more likely to be open to participating. Mailings, phone outreach, personal visits and business association presentations are strategies the SAIC Team can employ to marketing the program. The SAIC Team's experience with developing and reviewing many types of outreach materials leads us to recommend a simple professionally designed, colorful, and appealing appearance with direct application to the subject matter to best reach the target audience. SAIC will work closely with the Los Angeles Public Works Department to determine which strategies to utilize.

Task 2a: Recycling Program Brochures

The SAIC Team will collaborate with the Los Angeles Public Works Department to identify parameters to develop brochures which provide clear and concise recycling information for business generated materials such as paper, plastic, green waste, electronics, metals, construction materials, food, rubber, wood carpet, and hazardous waste. The SAIC Team recommends that the brochures communicate mainly through pictures given the dozens of languages spoken in the county. By providing pictorial instructions or creating literature with multiple languages, SAIC team members can work with the businesses to ensure that their employees understand the program and the motivation behind it.

Approval by Public Works for all materials developed by the SAIC Team will be required. The SAIC Team will be available to provide comments and feedback to Public Works and the selected outreach material design firm on recycling program materials being created for the program. SAIC's Team can offer insights about content and our experienced in-house graphics and design team members can give feedback about design and layout of draft outreach pieces. Brochures will be tri-fold glossy 8 ½ x 11 including 30% minimum post-consumer recycled content stock with 4-colors on both sides with no bleed.

Task 2b: Postcards

A well-designed, catchy, and attention-getting Smart Business Recycling postcard will promote the program and invite businesses to take advantage of the free technical service which can result in potential cost savings for them. The postcard will serve as the initial contact to businesses offering them the opportunity to participate in the program by setting up a site visit appointment. The SAIC Team will work with Public Works Department to develop a catchy tagline on the face of the postcard. Approval by Public Works for all materials developed by the SAIC Team will be required. SAIC will perform mailings each quarter to 5,000 businesses from a rotating list in the County database. SAIC assumes that the Los Angeles Department of Public Works has an accurate database of potential clients to use as a mailing list. SAIC's goal will be to develop postcards that contain concise information so that the message reaches appropriate decision makers, and is not simply discarded by the receptionist.



The SAIC Team has worked with many public agencies, such as Alameda County StopWaste Partnership, the City of Los Angeles, the City of San Diego, Port of Oakland, and Contra Costa County Recycling Market Development Zone, to design effective public education pieces. Pairing clear and simple messages with striking graphics is a winning combination to catch the attention of the recipient. SAIC's cost estimate is for 4 x 6 postcards on 30% minimum postconsumer recycled content stock, 4-colors on both sides with no bleed.

Task 2c: Merchant and Special Event Presentations

The SAIC Team has extensive experience in presenting recycling and waste prevention measures to a wide variety of businesses and audiences. Our tried and true presentation methods have their success rooted in assessing who will be our audience. Experience has shown that the more we know about the audience the better we are able to formulate our presentations in a professional, concise and meaningful manner. We consider it a privilege to address business managers with a subject we are truly passionate about. Our presentations involve polished and professional multimedia methods to educate our audience about the benefits of waste prevention, recycling and environmental preservation. The SAIC Team has Spanish-English bilingual capability and can provide Spanish or Bilingual presentations as needed.

The SAIC Team will work closely with the Public Work Contact Manager to develop presentations for businesses and community events that promote the goals of the County toward waste reduction and recycling methods. Approval of the content elements, method of presentation and related cost will be obtained prior to SAIC's delivery to the selected audience.

Task 2d: Other Related Outreach

SAIC's internal resources and subcontracted services are ready to respond to the Public Works request to develop and print additional forms of outreach materials as may be required. SAIC is agreeable to the stated methods of compensation should such a request be made of additional support materials. Our experienced in-house graphics and design team members have developed many brochures, posters and other related materials that have served a wide variety of clients.

Task 3 - Promotional Items and Beverage Container Recycling Bins

The promotional items selected by LA Public Works provide an innovative way to publicize the Public Work's recycling websites and spread the word about resources that are available. In addition to mailings, phone outreach, personal visits, business association presentations, the promotional items represent long lasting methods of message exposure. SAIC's experience with reviewing and creating many types and styles of outreach materials indicates that simple professionally designed, colorful, and appealing materials with direct application to the subject matter have the best ability to reach the target audience. SAIC will work together with the Los Angeles Public Works Department for approval of the most effective designs that clearly convey the County's message and goals toward promoting recycling and waste prevention.



Task 3a: Promotional Items

SAIC will provide the items listed in the quantities as detailed in Table 3a of the RFP 2008 ANO12 - Promotion Items; from suppliers that use material derived from recycled sources for their manufacturing process. All items will have at least one printed sentence and the website www.businessrecycling.com. SAIC may suggest alternative promotional items for review and approval by Public Works. Alternatively, Public Works may also request alternative promotional items as it deems necessary. Any additional costs associated with changes to promotional items are negotiable.

SAIC will be using a local Small Business Enterprise (SBE), Rosebud Marketing, experienced in providing "green" goods such as recycled plastic rulers, recycled denim content pencils, recycled plastic refillable water bottles, and ink pens made of 100% recycled tires. SAIC has established a relationship with this qualified SBE and the negotiated costs of these items at very competitive rates. SAIC takes pride in supporting local and small businesses that understand the importance of carbon neutral products, manufactured in a sweat shop free environment. LA County will be able to reduce its Carbon Footprint by leveraging SAIC commitment to utilizing an SBE to obtain green promotional goods in the greater Los Angeles region.

Task 3b: Bins for Recyclable Beverage Containers

SAIC will provide bins for depositing recyclable beverage containers (or trash when directed by Public Works) of the following type:

Model: Public Squares with lock and lid (round openings for beverage containers, square openings for trash)

Capacity: 42-gallon

Substantial cost savings for recycling carts and containers:

SAIC's partner, LACC, is a recipient of California Department of Conservation, Division of Recycling (DOC) grant monies to recycle single-serve beverage containers discarded at small businesses and placing already funded recycling carts and containers. LACC and DOC have partnered to encourage recycling throughout the LA County area.

The SAIC Team can utilize the DOC grant funding to significantly offset the costs of recyclable beverage containers. LACC has committed to provide Los Angeles Public Works with a substantial cost savings whereby Public Works may consider using LACC's resources to place recycling bins at local businesses. As part of the SAIC Team, LACC has offered to provide 450 CRV recycling bins over the duration of the three year base contract. Each bin has an estimated unit cost of \$70 per bin. In order to cover the costs of distribution and coordination of the 450 bins, the LA Conservation Corps will charge a 15% setup and distribution charge. This is an estimated cost savings of \$31,500 that equated to additional 250 beverage container recycling bins!!



This leaves only the costs of any required trash cans to be funded from the budget for this contract. SAIC has conservatively assumed that LA Public Works would need 50 trash bins to be placed during the three year period of performance of the base contract. Prices estimated are for 55-gallon polyethylene Rubbermaid containers, including cover, and a lock with 5 master keys.

The realized cost saving could be considered as a 'cost off-set' making these monies available to expand the Smart Business Recycling program. For example, SAIC could provide LA Public Works with a Scope of Work to specifically target organics collection in conjunction with LACC's new farm facility that could accept clean trimmings and food scraps. Organics is the second largest component in unincorporated Los Angeles County at 24% (based on CIWMB 1999 figures). However, SAIC's Team experience shows that successful organics collection requires training of managers and hands-on staff, frequent monitoring, and dedicated collection equipment.

SAIC will work closely with the LACC to add the appropriate size bins and carts for collecting recyclables at various sized businesses, making the program attractive, efficient and acceptable to participants in the Smart Business Recycling Program

A Brief Description of LACC's Prior Recycling Bin Placement for Businesses

The Corps' beverage container recycling program focuses on collecting CRV beverage containers in places where they would not normally be collected for recycling, eventually ending

up in local landfills but for the Corps' recycling program. The Corps' recycling program provides for recycling services at a variety of venues and events – local city, county and state parks, National Park Service, National Forest Service, Rose Bowl, USC football games, bars, restaurants and various governmental agencies. Since 2000/01, the Corps has recycled 935.5 tons of recyclable materials. In addition to serving established venues, the Corps also services over 40 special events every year including:

In the last seven months alone the Corps has recycled over 144,500 pounds of paper/fiber. Each week the LA Conservation Corps crews serve over 200 venues throughout LA County including:

- > 15 apartment buildings
- 20 movie and television studios
- ➤ 45 schools
- > 46 south bay parks
- ➤ 5 state parks
- 70 private businesses
- ➤ The Environmental Media Association Awards
- > USC Football games at the LA Coliseum
- > UCLA Football games at the Rose Bowl
- ➤ The Rose Bowl
- > The PGA Toshiba Golf Classic in Newport Beach
- The LA Marathon
- > Redondo Beach Lobster Festival



The New LA Conservation Corps Recycling and Conservation Center

In January 2008 the LA Conservation Corps was awarded approximately \$1.8 million via AB 3056 from the California Department of Conservation, Division of Recycling to establish and build a new Corps recycling center.

Using 2006/07 as the base year, a new Recycling and Conservation Center is expected to achieve the following outcomes by 2010/11:

- ➤ Increase the number of crews and routes from three (3) crews and 12 routes to five (5) crews and 25 routes;
- > Double the number of corps members and staff assigned to work out of the Center by 2009:
- ➤ Increase the cumulative number of CRV containers collected from the 06/07 base year as follows: 07/08, 17%; 08/09, 52%; 09/10, 97%; 10/11, 156%; and,
- Maintain this level of containers collected each year.

In addition to more recycling accounts and collection sites, a larger Center will allow the Corps to explore other recycling and resource management programs to be operated out of the new Center as space allows. Other ventures to be explored include but are not limited to: E-waste, oil recycling, continuing tire recycling, current fiber/paper program, and the addition of a Green Corps Finally, as space program. permits, other current Corps work

The new Recycling and Conservation Center will allow an increased focus on bars, restaurants and entertainment venues. The Corps has a growing list of bars and restaurants that have indicated a desire to participate in their recycling program. As many as 15 new accounts have been added to the list each month as they have been preparing to launch the new Center. Some of the prospective new accounts include CBS studios, NBC Universal, the LA Community College District, the Greek Theatre and the South Park Business and Community Improvement District. Some of the entertainment venues tentatively identified include the El Rey, House of Blues, Wiltern, Avalon, Troubadour, and the Knitting Factory.

programs may be co-located at the Center to improve work program efficiency, reduce crew travel time, and increase storage space and make better use of available office space and classrooms at South LA and other sites.

Task 4 Support Activities and Reporting

SAIC's experience representing municipalities from across the country has prepared our team members for professional interaction with a diverse array of businesses. As contractors for public agencies, we understand the importance of conducting ourselves as representatives of the municipal government. As a company, SAIC upholds some of the most stringent ethics and personal conduct polices due to our many Federal contacts. Those same standards are contractually bound to sub-consultants on the team. SAIC will undertake ethics and professional conduct and training to each team member who will be representing Los Angeles County. That training will be conducted on our time and in our office in Pasadena, CA. All LACC members who will serve as BRCs will also undergo this training and will have direct supervision of LACC directors and SAIC team members and other subconsultants who have regularly conducted



business audits. All team members will be required to dress in business casual when conducting site visits or, as in the case with LACC BRCs, their standard uniforms which are inspected prior to sending members out. SAIC will conduct a kick-off meeting at the Public Works headquarters to include all team members, subcontractors and LACC personnel.

4 a. Recycler Listing

A primary component of developing a successful business recycling plan is identifying material handlers that can support the waste diversion recommendations. Because of Los Angeles County's size and the wide array of industries found within its boundaries, having a central and well organized place for data entry and storage is essential. SAIC has extensive knowledge of data systems development and can offer improvements to the existing system should Public Works so desire. A separate statement of information technology qualifications can be provided if requested. Several of our team members have been exposed to the LA County Smart Business database through their work on the LA County New Base Year Study and have an understanding of the capabilities and data arrangement. Additionally, several team members have solicited information for recyclers for the development of recycling guides for cities, counties and statewide reference systems. SAIC will oversee the completion of updating at least 25 percent of the total recyclers listed on a quarterly basis assuring that the services they offer, contact information, and other pertinent data are confirmed. All updates will be provided in an Excel format report to Public Works each quarter.

4 b. Independent Haulers Listing

SAIC will use its experience and knowledge from the creation of similar databases for clients such as StopWaste.Org and the cities throughout California. As noted above, several team members have been involved with the development of hauler and recycling reference guides and databases. SAIC will use those same skills to further expand the list of material handlers for the Smart Business Program targeting those who can collect cardboard and beverage containers as well as other commodities, preferably free of charge. All newly found resources shall be compiled and made available to BRCs for recycling implementation. SAIC will use web searches, networking, and yellow page searches as part of the strategy to find independent haulers. To promote the Smart Business Program and material handlers. SAIC will create and run a ½ page advertisement in the Pennysaver books circulated in 30 zones/areas where the haulers are situated each year of the contract. In addition, SAIC will run 1/8 page advertisements in three different regional newspapers each year of the contract. Content of all advertisements will be sent to Public Works for approval.

4c. Recycler Awards

Public recognition for undertaking voluntary environmental programs is a large motivator for many companies. BRCs will use this 'carrot' to encourage businesses to implement programs and develop and meet waste prevention goals. SAIC will track businesses who have demonstrated outstanding waste diversion and recycling practices, or commendable efforts to enhance environmentally conscience waste management operations. Key team members have experience in conducting annual reviews for nomination of businesses for awards and writing up nomination presentations. Some of the selection criterion that members have used is: overall



program success, ability to implement recommendations, types and quantity of material diverted, innovative action on the part of businesses, and willingness to take ownership on the program. Similar criteria may be used by Public Works in addition to the existing criteria. SAIC will begin the awards consideration by tracking progress during the follow-up activities in Task 1. From the follow-up reports that will be created we will create a database of the set criteria and record the progress of the businesses. Businesses that fulfill the criteria and exhibit the ability to maintain their program will be considered for nomination. The information will be used to complete the provided nomination forms along with details describing how the businesses achieved their waste diversion activities.

SAIC will assist with coordinating the award ceremonies by providing a short narrative on the awardees. This information can be extracted from the summary reports used to make the selection. The SAIC Team has extensive experience in addressing public speaking events and is able to participate at any level of presenting the awards to businesses.

SAIC will obtain recognition plaques or awards of recycled content materials that are professional and attractive. We have worked with a vendor who has produced beautiful awards made from 100 % recycled content and our cost proposal prices them accordingly. We also have resources that provide attractive gift baskets valued at \$50. Gift basket selections will endeavor to keep the important themes of source reduction, recycling, and reuse in the contents. All potential sources and possible gift basket selections and awards will be provided to Public Works for approval prior to purchasing.

4d. Web Assistance

The SAIC team has extensive experience with customer relations and assistance in implementing recycling programs. Our expertise will provide Public Works with the ideal support to businesses in Los Angeles County via its web site / email inquiries. Assistance will be provided that is succinct and supportive of the business' efforts to recycle. Assistance on average will be limited to 1 hour of BRC's time. Occasionally greater assistance may be required in which case the team member will consult with Public Works personnel on the best approach.

SAIC can also provide recommendations to further improve the Smart Business Recycling website. One example could be to develop an FAQ link to provide some solutions to common problems. This could be another resource for businesses that have been visited by a BRC. We could also provide implementation steps in English to Spanish translation as another resource. A scope of work for further review by the SAIC team by zero waste experts and or IT personnel could be negotiated. In addition, we could provide a description of best practices, based on previous experience.

4e. Performance Measures

SAIC is adept at developing tools to track and analyze quantifiable measurements parameters. Many of our clients often require the measure of customer satisfaction. The SAIC Team will develop methods to assist Public Works in assessing the success of the program and submit our matrices for further development and final approval. Team members will work with Public Works to establish relevant criteria, which may include: number of site visits, quantity of



inquiries handled via web, headcount at presentations, and number of beverage container bins distributed and tons of material diverted from landfill. An alternative to paper and phone surveys, which also represents resource, time and cost savings, is utilizing web based software to survey customer satisfaction. Team members have utilized the online services of Survey Monkey and found that the high level of survey participation and time saving was a plus to the project. Team members will assess the program against the predetermined metrics quarterly and provide a report to Public Works. Survey Monkey also provides statistical reporting for easy and relevant data review. Costs have been included for the Monthly Pro version of Survey Monkey for the duration of the three year base contract. There is a basic version that is free, but with very limited capabilities.

4 f. Monthly Report and Meetings

The importance of program tracking and client and contractor relations is dependent on regular reporting which is accurate, succinct and provides relevant data. Only by providing comprehensive reporting can benefits be evaluated or program improvements or expansion be justified. SAIC takes very seriously this important part of the contractual work and has extensive QA/QC systems in place to provide our clients with the utmost in useful information. To that end, SAIC will prepare and submit standardized monthly reports in a predetermined format that is acceptable to Public Works. We will provide Public Works with summaries of the contracted tasks, the amount of work completed, and tasks that will be worked on in the next month. Additionally, a breakdown of the site visit scheduling progress will be reported, along with any notable issues that may have arisen during that reporting period. Tracking the rate of task completions can be provided in pie charts if Public Works so desires.

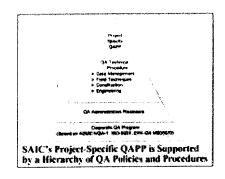
Monthly meetings will be attended by SAIC's Deputy Project Manager, Mr. Christopher Williams, with an agenda prepared one week prior. Mr. Williams will prepare the meeting minutes form for submittal to Public Works within 3 business days. Approved minutes will be incorporated into the monthly report.

SAIC's project manager for this contact, Mr. James Madden, has successfully managed projects remotely for clients, some as distant as the territory of Guam. To the clients' satisfaction, he has arranged for teleconferencing and timely transfer of reports, documents, meeting agendas and minutes as required. Our cost proposal allows for Mr. Madden to attend meetings with Public Works on a quarterly basis. Additionally, we have budgeted for LACC management to attend a planning and strategy meeting one time a year for year-end closeout and new contract year startup.



8. QUALITY ASSURANCE PROGRAM

Policies and Procedures – SAIC has a well-established Corporate Quality Assurance Program Plan (QAPP) with more than 80 standard policies and procedures that form the basis for the program that will be implemented on this contract. Approved procedures are in place for which customized processes will be implemented for SAIC work with LA Public Works Smart Business Recycling Program. The procedures fall into two categories: Administrative (covering topics such as training, document reviews,



document control, nonconformance reporting, and records management), and Technical (covering topics such as data management, field operations, and engineering & construction management).

These plans follow the structure of ASME standards (NQA-1) and are compliant with ISO-9001 and EPA QAMS-005/80. Supporting the QAPP are four QA Technical Procedures (QATP) manuals that address data management, field techniques, engineering, and construction methods and procedures. SAIC implements a cost-effective, graduated, documented QA/QC process that is appropriate to the nature of the work, as shown in the box above. Each task is evaluated for complexity, and appropriate QA/QC controls are applied to ensure compliance with the contract, regulatory requirements, risks (e.g., H&S), and SAIC's corporate performance objectives. As with our similar contracts, a multi-tiered review of all deliverables will be conducted prior to submission to LA Public Works.

In working with LA Public Works, SAIC will work to define the following for each task:

- > Defining all the supporting tasks needed to accomplish the scope;
- > Establishing a timeline with milestones for every task;
- Defining the needed resources and qualifications; and
- > Coordinating with the selected key personnel;

The task will then be implemented by applying all appropriate QA controls, project and cost tracking systems, and a tiered QA review of project deliverables.

Inspection Fundamentals- SAIC is dedicated to delivering product of the highest standards. We will implement a quality assurance program customized to the client. As for other Business Technical Assistance Programs where we represent public agencies all reports undergo multiple reviews before being sent to the business. Subcontractor as well as SAIC BRC reports will be proof read by experienced team members for edits and recommendations. Those assigned to QA will have over 3 years of hands-on-experience in recycling and waste prevention technical assistance. A sample QA form follows:





Smart Business Recycling Program

Los Angeles County Public Works

| BRC: | | | |
|------------------------------------|-------------------------------------|--|--|
| Business: | | | |
| Date of Site Visit: | | | |
| Review Checklist: | | | |
| Garbage Baseline Data provided: | YES / NO | | |
| Recycling Baseline Data provided: | YES / NO | | |
| Current Recycling Level estimated: | YES / NO YES / NO YES / NO YES / NO | | |
| Potential Diversion Estimated: | | | |
| Recycling Vendors provided: | | | |
| Cost savings Estimated: | | | |
| Additional Recommendations: | | | |
| | | | |
| | | | |
| Grammar Check: | QA initials | | |
| Calculation Check: | QA initials | | |
| Name of QA Reviewer: | | | |
| Date of Review: | | | |
| Date Report Provided to Business: | | | |

Comprehensive Project Control System – The SAIC Project Manager is responsible for monitoring and controlling the expenditure of funds and labor hours on the overall contract. At SAIC each Project Manager is responsible for cost and schedule control of their project using earned-value reporting against the schedule-derived baseline as defined by LA Public Works. Monitoring task progress and cost by comparing actual progress against the established task



baseline helps ensure successful completion of project work. Effective cost control is maintained through a system of: realistic budgeting; frequent, accurate reporting of expenditures; and, implementation of control measures, as necessary.

Quality Control Review, Documentation and Reporting - Specifically, training and quality assurance go hand-in-hand. Experienced SAIC staff are tasked with training all BRCs to ensure that they conduct themselves in a professional manner, meet safety requirements when on site visits and are educated regarding waste diversion options available to the businesses. All Corpmember BRCs are accompanied by LACC management, as Corpmembers are not permitted to operate vehicles for LACC business. All referrals will be funneled through Deputy Project Manager and BRC Lead, Mr. Williams. Mr. Williams will assign BRCs based on expertise, location and availability of team members. In working with LACC he will confer with LACC management to make assignments and remind them regarding protocol. Ms. Miggins will separately interface with LACC management to add one more level of review and assurance. Should LA County businesses have complaints or inquiries, they can provide feedback via the survey that will be sent as follow up; email via the website or contact the BRC lead.

Upon award SAIC will provide the customer, LA Public Works, with an SAIC senior management contact, Ms. Kelly Manheimer – Western Compliance Section Manager, should there be any complaints and inquiries regarding SAIC's work. Also, SAIC routinely conducts client satisfaction interviews with clients to ensure quality products and delivery.

The SAIC management team will develop a schedule for all BRCs to establish dates by when reporting needs to be done on all activities. Mr. Madden is experienced in developing reporting and invoicing templates that streamline the procedure and facilitate timely and accurate reporting of information and invoicing of time.

Regarding quality and promotional materials, SAIC has assigned Ms. Deimezis will monitor quality of promotional materials ordered to ensure they are of the highest quality and up to specifications dictated by LA Public Works.

Documentation of quality assurance will be done and scanned. A hard copy will be kept by the QA Reviewer and the electronic copy scanned and emailed to the Project Management Team. LA Public Works can request to review these at any time.



9. SUBCONTRACTORS

HDR/BVA

One of California's leading resource management firms, HDR/BVA has more than 20 years of practical, hands-on experience providing waste management, energy conservation and water conservation services to the public and private sectors. Comprised of engineers, planners, financial analysts, and resource specialists, HDR/BVA provide independent recommendations for resource efficiency projects and offer a full range of services to assist clients in finding environmentally responsible, efficient, and cost-effective solutions.

HDR/BVA has conducted more than 1,000 audits, documenting existing diversion rates and identifying further opportunities to increase recovery. HDR's work with the corporate environmental services team at the Gap, Inc. ranged from identifying cardboard recycling service providers for specific stores to identifying Green Dot program issues for the company's German outlets, and included energy services as well. With regard to energy conservation, BVA staff members have audited over 20 million square feet of buildings in the past 10 years. Their clients have included PG&E, the California Energy Commission (CEC), the State Office of Energy Assessments, the City of Palo Alto, the City and County of San Francisco, and the U.S. Navy. Most of HDR/BVA's audits are comprehensive audits, addressing all cost-effective energy savings opportunities including lighting, heating, ventilation and air conditioning (HVAC), boilers, and controls measures. At a minimum, the feasibility analyses include a description of the proposed project, an energy savings analysis, and an economic analysis. HDR/BVA leads the zero waste planning efforts for the City of Los Angeles.

LACC

Established in 1986, the Los Angeles Conservation Corps is now the largest non-profit conservation corps in the nation. Since that time we have become a national leader in workforce development and alternative education for inner-city youth and young adults. The primary mission of the LACC is to provide at-risk young adults and school-aged youth with opportunities for success through job skills training, education and work experience with emphasis on conservation and service projects that benefit the community

The LA Conservation Corps and Recycling (1986 – present)

The California Department of Conservation, Division of Recycling (DOC) administers the California Beverage Container Recycling and Litter Reduction Act (Act) which governs the collection and recycling of California Redemption Value (CRV) beverage containers. Enacted in 1986, the Act established funding for certified community conservation corps to carry-out various recycling and litter reduction activities through the Community Conservation Corps Grant Program. The LA Conservation Corps was one of the first community conservation corps in California to become certified. As a certified community conservation corps, the Corps operates under the California Public Resources Code which stipulates certain program components be offered including conservation awareness, academic remediation, job specific



skills and life skills training. Each year the Corps must maintain its certification by means of an annual certification review.

Over the years, with the support of the Community Conservation Corps Grant Program (Grant Program), the Corps' beverage container recycling program has grown and expanded it services. It now employs 20 full-time equivalent corps members and five staff. Three *Recycling Across Los Angeles* (RACLA) crews provide regularly scheduled collections at more than 300 locations in 20 Los Angeles County Parks while servicing 256 different accounts each month in 12 routes in the cities of Los Angeles, Redondo Beach and Torrance. In July 2004 with grant funding from DOC, the LA Conservation Corps served as the lead agency and grantee on behalf of the eleven local conservation corps in the state to improve collective capacity to collect, record and report on CRV beverage containers.

Rosebud Marketing

Rosebud Marketing Group is a certified Local Small Business Enterprise in Los Angeles County. Located in Los Angeles they feature dozens of green promotional items made from recycled content at competitive prices.



10. INSURANCE

SAIC acknowledges that the required insurance coverage will be provided prior to commencing work under the proposed contract.

VERIFICATION OF PROPOSAL

| DATE: MARCH 12, 200 8 | THE UNDERSIGN | <u>ED HEREBY DECLARES AS I</u> | FOLLOWS: | | |
|--|---|--|--|--|--|
| 1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES. | | | | | |
| 2. NAME OF SERVICE: SMART B | BUSINESS RECYCL | LING PROGRAM SERI | VICES | | |
| | DECLARANT INFOR | MATION | | | |
| 3. NAME OF DECLARANT: G/L O | | | · · · · · · · · · · · · · · · · · · · | | |
| 4. I AM DULY VESTED WITH THE AUTHORITY TO | | | | | |
| 5. MY TITLE, CAPACITY, OR RELATIONSHIP TO | THE PROPOSER(S) IS: SEA | IIOR CONTRACT REPA | RESENTATIVE | | |
| | PROPOSER INFOR | | | | |
| 6. Proposer's full legal name: SCIENCE APPLICATIONS INTERNATIONAL CORP. Telephone No.: \$58-826-645 | | | | | |
| Address: 4242 CAMPUS POI | CA 9212) Fax No.: | 358-826-6094 | | | |
| e-mail: olivasq Dsaicing County WebVen I | No.: 05446407 IRS No.: | 95-3630868 Business License | No.:BUS-0055761 | | |
| 7. Proposer's fictitious business name(s) or dba(s) | (if any): SAIC | | | | |
| County(s) of Registration: 5 AW DIE 6 | O State: | Year(s) became D | DBA: 1984 | | |
| 8. The Proposer's form of business entity is (CHEC | CK ONLY ONE): | | | | |
| ☐ Sole proprietor Name of Proprietor: | | | | | |
| A corporation: | | CAMPUS POINT CT., SAN | DIE60 CA 92121 | | |
| State of incorpora | ation: Delaware | Year inco | rporated: 1980 | | |
| ☐ Non-profit corporation certified under IRS | 501(c) 3 and registered President | /CEO: | , | | |
| with the CA Attorney General's Registry of | Charitable Trusts Secretary | : | | | |
| A general partnership: | Names of partners: | | | | |
| A limited partnership: | Name of general partne | г. | | | |
| ☐ A joint venture of: | Names of joint venturers | Names of joint venturers: | | | |
| A limited liability company: | Name of managing men | Name of managing member: | | | |
| 9. The only persons or firms interested in this proposal | al as principals are the following: | | | | |
| Name(s) Til | ite | Phone | Fax | | |
| Street Ci | ity | State | Zip | | |
| Name(s) Tit | te | Phone | Fax | | |
| Street Cit | iv | State | Zip | | |
| 10. Is your firm wholly or majority owned by, or a subsi | idiary 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 | e(s) within the last five years? | Yes If yes, please list the other | namo/s\: | | |
| Name(s): | O(O) WHITE TO ROSE INC. YOURS! FY THE | , , | ne change: | | |
| Name(s): | | Year of nan | ne change: | | |
| 12. Is your firm involved in any pending acquisition or r If yes, indicate the associated company's name: | merger? No Pyes | | | | |
| Proposer acknowledges that if any false, misleading may be rejected. The evaluation and determination in the | ng, incomplete, or deceptively unrespo this area shall be at the Director's solo | onsive statements in connection with this pro e judgment and the Director's judgment shal | posal are made, the proposal l be final. | | |
| ☐ (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR and If (b) I am making these representations all representation contained in this proposal based on information and belief that they are true. | | | | | |
| declare under penalty of perjury under the laws of California that is true and correct. | | | | | |
| Signature of Proposer or Authorized Agent: 61000 Date: 3/12/08 | | | | | |
| Type name and title: GIL OLIVINS. | SR. CONTRALT RE | FPRECENTATIVE | / / / / / | | |

SCHEDULE OF PRICES

FOR

SMART BUSINESS RECYCLING PROGRAM SERVICES (2008-AN-012)

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

| Task | Description A | Unit | Unit Price | Estimated Quantity | Amount (İnitlai 3-year Term) | |
|------|---|----------|------------|-----------------------|------------------------------------|---|
| 1 | Site Visits | hr. | \$68.29 | 5,000 | \$341,472 | ľ |
| 2 | Outreach and Education | | 100 | | | |
| a.1 | Brochure Development (total 5 brochures) | ea. | \$1,357 | 5 | \$6,785 | l |
| | | batch of | | | | l |
| a.2 | Brochure Printing (total 15,000) | 1,000 | \$462 | 15 batches | \$6,930 | l |
| b.1 | Postcard Development (total 3 postcards) | ea. | \$783 | 3 | \$2,350 | |
| | | batch of | | | | 1 |
| b.2 | Postcard Printing and Mailing | 5,000 | \$2,534.93 | 10 batches | \$25,349 | ľ |
| C. | Presentations | hr. | \$57.50 | 1,500 | \$86,255 | |
| d. | Other related outreach | hr. | \$55.61 | 100 | \$5,561 | ļ |
| 3 | Promotional Items and Beverage Containers | | | | | |
| a. | Promotional Items: | | | | T. Carlot | |
|] | Pencils | ea. | \$ 0.36 | 5,000 | \$1,785 | |
| 1 | Pens | ea. | \$ 0.46 | 5,000 | \$2,324 | ĺ |
| | Rulers | ea. | \$ 1.11 | 1,500 | \$1,672 | |
| | Tire Pressure Gauge | ea. | \$ 2.76 | 400 | \$1,106 | |
| | Tote Bags | ea. | \$ 1.73 | 15,000 | \$25,921 | |
| | Document Case/Holders | ea. | \$ 7.77 | 500 | \$3,884 | |
| | Travel Mugs | ea. | \$ 3.44 | 400 | \$1,377 | |
| | Reusable Water Bottles | ea. | \$ 2.36 | 400 | \$944 | |

| | Bins for Recyclable Beverage Containers | | | | | |
|------|---|-----------|----|-----------|------------|-------------------|
| | (total 200) [450 CRV bins, 50 trash bins + labor, | batch of | | | | |
| b. | please refer to proposal for details) | 10 | \$ | 672.90 | 20 batches | \$ 13,458.01 |
| 4 | Support Activities and Reporting | | | | | 10 THE R |
| a. | Recycler Listing Updates | quarter | \$ | 1,356.55 | 10 | \$ 13,565.50 |
| b. | Independent Hauler Listing and Ads | lump sum | \$ | 45,972.08 | 1 | \$45,972.08 |
| C. | Recycler Awards | ea. | \$ | 791.50 | 24 | \$18,996.10 |
| d. | Web Assistance | hr. | \$ | 58.46 | 350 | \$ 20,460.00 |
| e. | Performance Measures | set | \$ | 2,277.53 | 10 | \$ 22,775.29 |
| f. | Monthly Reports and Meetings | ea. | \$ | 3,221.99 | 35 | \$ 112,769.59 |
| | | | | | | • |
| гота | L PROPOSED PRICE FOR THE INITIAL THREE | -YEAR TEI | RM | | Total: | \$761,71 <u>1</u> |

Write-out: Seven hundred sixty one thousand seven hundred and eleven dollars

TOTAL AMOUNT

| LEGAL NAME OF PROPOSER | | |
|---|-----------------------------------|------------------|
| Science Applications International Corporation | on | |
| | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
| 6el 0/2 | | |
| TITLE OF AUTHORIZED PERSON | | |
| Mr. Gilbert Olivas | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| March 11, 2008 | BUS-0055761 | Business |
| PROPOSER'S ADDRESS: | | |
| 4242 Campus Point Court | | |
| M/A D4 | | |
| San Diego, CA 92121 | | |
| PHONE | FAX | E-MAIL |
| 858-826-6455 | 858-826-6094 | Olivasg@saic.com |

P:\aspub\CONTRACT\Edwin\BUSINESS RECYCLING\2008\4.1 PW-2.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.

| Com | npany Name: SAIC | | | |
|---------------------|---|--|--|--|
| Con | npany Address: 4242 CAMPUS POINT COURT | | | |
| | SAN DIEGO State: CA Zip Code: 92121 | | | |
| Tele | phone Number: 858-826-6455 | | | |
| (Typ | e of Goods or Services): BUSINESS CONSULTING | | | |
| appı Serv | bu believe the Jury Service Program does not apply to your business, check the ropriate box in Part I (you must attach documentation to support your claim). If the Jury vice Program applies to your business, complete Part II to certify compliance with the gram. 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 I | I: Certification of Compliance | | | |
| Ø | 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. | | | |
| declare nd corre | under penalty of perjury under the laws of the State of California that the information stated above is true oct. | | | |
| rint Name | GIL OLIVAS Title: SR. CONTRACT REPRESENTATIVE | | | |
| ignature: | Sil O1 Date: 3/12/08 | | | |
| | | | | |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Smart Business Recycling Program Services (2008-AN012)

SERVICE BY PROPOSER__

12 March 2008 PROPOSAL DATE:

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 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 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 surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2003 | 2004 | 2005 | 2006 | 2007 | Total | Current Year |
|--|-----------|-----------|-----------|--------------------------------|-----------|------------|---|
| 1. Number of contracts. | 2 (00) | 60 | 6 | 5 | 00 17 | 0,7,7 | D OO |
| | שפיי,ר | 2011 | 4,500 | 955,15 001,7 005,4 005,4 001,4 | 7,100 | 21,550 | 160 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | 200'008'h | 000'008'5 | e00'005'L | 8,300,000 | 8,700,000 | 35.400,000 | 000'00' 000'00' 1 000'00' 000' 000' 000 |
| 3. Number of fatalities. | 0 | 9 | 0 | 0 | 0 | G | C |
| | |) |) | , | 7 | | 2 |
| 4. Number of lost workday cases. | 7 | \sim | ~ | ~ | | 1 / | ~ |
| 5. Nimber of lost workday cases included | | | | , | ` | , | 2 |
| another job or termination of employment. | 0 | 0 | 0 | 0 | 9 | 0 | 0 |
| | | | | > |) | | |
| 6. Number of lost workdays. | 34 | 34 | 70 | 57 | 7 | 7 144 | 0 |
| | | | | | | _ |) |

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) 015 £

| CONFLICT OF INTEREST CERTIFICATION | | | | | |
|---|---|--|--|--|--|
| 1, GIL 0 | OLIVAS | | | | |
| ·, | | | | | |
| sole o | | | | | |
| U gener | • | | | | |
| ∟ mana | ging member | her proper title) Sr. Contract Representative | | | |
| Presid | lent, Secretary, or ot | her proper title) 31. Contract Representative | | | |
| s SAI | | | | | |
| of | | Name of proposer | | | |
| | | • • | | | |
| make this certification scope of Los Angeles | in support of a propo County Code Section | osal for a contract with the County of Los Angeles for services within the 2.180.010, which provides as follows: | | | |
| contract with, | and shall reject any the board of supe | thstanding any other section of this code, the county shall not bid or proposal submitted by, the persons or entities specified rvisors finds that special circumstances exist which justify the | | | |
| 1. | Employees of the the governing body | county or of public agencies for which the board of supervisors is y; | | | |
| 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: | | | | |
| | | ployed in positions of substantial responsibility in the area of be performed by the contract; or | | | |
| | (b) Participate specification | d in any way in developing the contract of its service ons; and | | | |
| 4. | Profit-making firms subdivision 3 of s shareholders. | s or businesses in which the former employees described in subsection A, serve as officers, principals, partners, or major | | | |
| contract do not fall with whose position in the C no spouse or economi herein, or has or shall | nin scope of Code So County enables him/h ic dependent of suc have any direct or in ificate will be ground | nat personnel who developed and/or participated in the preparation of thi ection 2.180.010 as cited above. Furthermore, that no County employed in the influence the award of this contract, or any competing contract, and employee is or shall be employed in any capacity by the Contractor indirect financial interest in this contract. I understand and agree that and its for rejection of this Proposal and cancellation of any contract awarded | | | |
| I certify under penalty o | f perjury under the la | aws of California that the foregoing is true and correct. | | | |
| Signed 611 | °0/- | Date 3/11/0 % | | | |

SAIC, as a Fortune 300 firm, negotiates and executes approximately 4,300 contracts per year. A representative sample of the work conducted by SAIC is included in PW-6, "Proposer's Reference List". Section B lists references for the County of Los Angeles to contact.

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| Propos | SAIC SAIC | | | | | | |
|--|---|-------|------------------------------|--|--|--|--|
| Addres | 10260 Campus Point Drive, Sandiego | o,cA | 16169 | | | | |
| | Revenue Service Employer Identification Number 953630868 | | | | | | |
| | | | | | | | |
| that treat sex | accordance with Los Angeles County Code Section 4.32.010, the Proposer cert all persons employed by it, its affillates, subsidiaries, or holding companies ted equally by the firm without regard to or because of race, religion, ancestry, rand in compliance with all anti-discrimination laws of the United States of Amerialifornia. | are a | and will be al origin, or | | | | |
| The proposer has a written policy statement prohibiting any discrimination in All Phases of employment. | | | | | | | |
| 2. | The proposer periodically conducts a self- analysis or utilization analysis of | | | | | | |
| 3. | The proposer has a system for determining if its amployment practices are. My VES | | | | | | |
| Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include YES | | | | | | | |
| | | | NO | | | | |
| Authoriz | ed representative Deborah Shedhan, Compliannce Man | νας | er | | | | |
| Signatur | Was Id Clark. | 6 | 08 | | | | |

LIST OF SUBCONTRACTORS

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

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

| Name Under Which Subcontractor Is Licensed | License Number | Address | Specific Description of Subcontract Service |
|---|-------------------|---|--|
| Los Angeles Conservation Corps | 95-4002138 | PO Box 15868 Los Angeles, Ca 90015 | BRC's, CRV, recycling container roll out |
| HDR Engineering Inc. | 94008613 | 801 South grand Avenue #500 Los Angeles Ca. 90017 | Senior BRC's, Implementation Strategy |
| Rosebud Marketing Group (SBE) | 990461-24 | 110 E. Ninth St. Suite B-277, Los Angeles Ca | Msg.development, supplier of pcw goods |
| | | | |
| | | | |
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|--------|------|-----|
| RM | טע ו | V-L |
| | | |

| | NAME: | SAIC | _ | | | | | | |
|--|--|--|---------------|----------------|------------|---------------------|------------------------|---------------------------|---------------------|
| | County (We | bVen) Vendo | r Number | : n | 544 | 6407 | | | |
| LOCA | OCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: | | | | | | | | |
| XI ı | AM NOT | A Local SB | E certified I | by the Co | unty of Lo | os Angeles (| Office of Affirmative | e Action Compliance | as of the date of |
| | AM | | | | | | SBE certification. | | |
| | | As an eligi | ble Local S | BE, I req | uest this | oroposal/bid | be considered for | the Local SBE Prefe | rence. |
| <u>FIRM/C</u> | RGANIZATIO | ON INFORMAT | ION: The int | formation r | equested | below is for st | tatistical purposes o | nly. On final analysis ar | nd consideration |
| award, | contractor/ve | ndor will be sele | cted withou | t regard to | race/ethni | city, color, rel | igion, sex, national o | origin, age, sexual orien | tation or disabilit |
| Busin | ess Structur | re: | Sole | Parti | nership | X 4 | Corporation | Nonprofit | hise |
| | Other (Please | e Specify): | | | | | | | |
| | | | luding owne | rs): <i>95</i> | of 8 | 3/25/06 | - 39.845 | - currently | -43,000 |
| Total Number of Employees (including owners): 95 of 8/25/06 - 39,845 cornerfly -43,000 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | | | | |
| 352.3 | 建物化 多类的多 | THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW | | | | | | | |
| dr.aice | Elmlese | migesition | | | | | Nantari | | |
| | | *************************************** | | Wale | E SEPTE | male. | Male | emale Male | Female |
| | /African Ar | nerican | | | | | | | |
| | anic/Latino | | | | | | | | |
| | or Pacific | | | | | | | | |
| | ican Indian | <u> </u> | | | | | | | |
| Filipin | | | | | | | | | |
| White | | | <u> </u> | | | | | | |
| PERCE | NTAGE OF O | WNERSHIP IN | FIRM: Plea | ise indicate | e by perce | ntage (%) hov | w ownership of the fi | rm is distributed. Po 6 | BLICLY TRA |
| | | ack/African American | Hispanic | / Latino | | or Pacific ander | American Indian | Filipino | White |
| Men | | % | - | % | | % | % | % | % |
| 171011 | en | % | | | | | | % | |

CO= 9240736 U= 9240736

EQUAL EMPLOYMENT OPPORTUNITY 2006 EMPLOYER INFORMATION REPORT

CONSOLIDATED REPORT - TYPE 2

1. SCIENCE APPLICATIONS INTL CORP 4242 CAMPUS POINT COURT SAN DIEGO, CA 92121 SECTION B - COMPANY IDENTIFICATION

2.a. SCIENCE APPLICATIONS INTL CORP 4242 CAMPUS POINT COURT SAN DIEGO, CA 92121

≻ ن

SECTION C - TEST FOR FILING REQUIREMENT 1-Y 2-Y 3-Y DUNS NO.:054781240

SECTION E - ESTABLISHMENT INFORMATION NAICS: 541710 Research and Development in the Physical, Engineering, and Life Sciences

AMERICAN INDIAN OR ALASKAN NATIVE

6

SECTION D - EMPLOYMENT DATA

| | | * * * * * | * * * * | * * * MALE * * * * * * * * * * * * * * * * * * * | **** | ***** | *** | * * * * * * * * FEMALE * | FEMALE | **** | * |
|---------------------------|-------------------|---|---|--|---------------------------------|--|---|---|----------|---------------------|--|
| JOB CATEGORIES | OVERALL TOTALS | WHITE (NOT OF HISPANIC ORIGIN) | BLACK (NOT OF HISPANIC ORIGIN) | HISPANIC | ASIAN OR PACIFIC ISLANDER | AMERICAN WHITE INDIAN OF (NOT OF ALASKAN HISPANIC NATIVE ORIGIN) | WHITE (NOT OF HISPANIC ORIGIN) | BLACK (NOT OF HISPANIC ORIGIN) | HISPANIC | ASIAN OR PACIFIC | ₹ = ₹ 2 |
| OFFICIALS AND MANAGERS | 5984 | 3893 | 193 | 116 | 153 | 26 | 1299 | 145 | 61 | 85 | |
| PROFESSIONALS | 25949 | 14428 | 1218 | 612 | 1175 | 122 | 6228 | 974 | 375 | 756 | <u>L</u> |
| TECHNICIANS | 3757 | 2079 | 264 | 137 | 255 | 30 | 695 | 109 | 56 | 125 | |
| SALES WORKERS | 33 | 29 | 0 | 1 | 0 | 0 | င | 0 | 0 | 0 | <u>l</u> |
| OFFICE AND CLERICAL | 3057 | 543 | 151 | 39 | 63 | 7 | 1573 | 404 | 150 | 115 | |
| CRAFT WORKERS (SKILLED) | 771 | 469 | 138 | 39 | 98 | ٢ | 20 | 7 | ဧ | 80 | 1 |
| OPERATIVES (SEMI-SKILLED) | 146 | 73 | 21 | 9 | 13 | 0 | 15 | 4 | 80 | 5 | <u> L. </u> |
| LABORERS | 71 | 41 | 11 | 9 | 4 | 0 | 9 | 1 | 1 | - | ١. |
| SERVICE WORKERS | 77 | 24 | 9 | 2 | 4 | 0 | 35 | 4 | 0 | 1 | |
| TOTAL | 39845 | 21579 | 2002 | 958 | 1753 | 186 | 9874 | 1648 | 654 | 1096 | L |
| PREVIOUS REPORT TOTAL | 38782 | 21270 | 1884 | 851 | 1732 | 146 | 9647 | 1517 | 593 | 1060 | |

SECTION F - REMARKS

92 82

> 08/25/2006 DATES OF PAYROLL PERIOD: 08/12/2006 THRU CERTIFICATION

CERTIFYING OFFICIAL: KAREN R PENN EEO-1 REPORT CONTACT PERSON: KAREN R PENN EMAIL: PENNK@US-MCLEAN.MAIL.SAIC.COM

TITLE: DIR OF CP DIVERSITY VP FOR HR TITLE: DIR OF CP DIVERSITY VP FOR HR TELEPHONE NO: 7036764822

GAIN and GROW EMPLOYMENT COMMITMENT

| The | unde | rsign | ed: |
|-----|------|-------|-----|
|-----|------|-------|-----|

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

OR

declares a willingness to consider GAIN 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 ON | Title Sr. Contract Representative |
|----------------|--------------------------------------|
| Firm Name SAIC | Date 3/11/08 |

TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

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

| Proposer Name: | Date of Request: | | | | | |
|--|---------------------------------------|--|--|--|--|--|
| Project Title: | | | | | | |
| A Solicitation Requirements Review is being requested becaus unfairly disadvantaged for the following reason(s): (check all that approximately | | | | | | |
| Application of Minimum Requirements | | | | | | |
| ☐ Application of Evaluation Criteria | | | | | | |
| Application of Business Requirements | | | | | | |
| Due to unclear instructions, the process may result in the best possible responses | County not receiving the | | | | | |
| I understand that this request must be received by the County within solicitation document. | n 10 business days of issuance of the | | | | | |
| For each area contested, Proposer must explain in detail the factua (Attach additional pages and supporting documentation as necessary) | | | | | | |
| | | | | | | |
| Request submitted by: | | | | | | |
| | | | | | | |
| (Name) (Title) | | | | | | |
| For County use only | | | | | | |
| Date Transmittal Received by County: Date Solicita | tion Released: | | | | | |
| Reviewed by: | | | | | | |
| Results of Review - Comments: | | | | | | |
| | | | | | | |
| | | | | | | |
| Date Response sent to Proposer: | | | | | | |

CHARITABLE CONTRIBUTIONS CERTIFICATION

| SAIC | | | | |
|---|---|--------|--------------|--|
| Company Name | | | | |
| 4242 Campus Point Court, Sai | n Diega C | A 92 | 12) | |
| Address | • | | | |
| 95-3630868 | | | | |
| Internal Revenue Service Employer Identification Number | r | | | |
| California Registry of Charitable Trusts "CT" number (if a | pplicable) | | | |
| The Nonprofit Integrity Act (SB 1262, Chapter 919) added Trustees and Fundraisers for Charitable Purposes Act with the Charitable Contributions. | | | | |
| CERTIFIC | CATION | YES | NO | |
| Proposer or Contractor has examined its activities and de it does not now receive or raise charitable contribution under California's Supervision or Trustees and Fur Charitable Purposes Act. If Proposer engages in activitie it to those laws during the term of a County contract, comply with them and provide County a copy of its initial with the California State Attorney General's Registry Trusts when filed. | ons regulated ndraisers for ies subjecting it will timely al registration | (×) | () | |
| OR | | | | |
| Proposer or Contractor is registered with the California Charitable Trusts under the CT number listed above compliance with its registration and reporting required California law. Attached is a copy of its most recent of Registry of Charitable Trusts as required by Title 11 Ca of Regulations, sections 300-301 and Government Co 12585-12586. | ments under iling with the diffornia Code | () | (X) | |
| Gil Of | 3/11, | 108 | | |
| Signature | Date | | | |
| GIL OLIVAS, Sr. Contract A | Represent | tative | , | |
| Name and Title (please type or print) | • | | | |

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

| COMPANY NAME: | SAIC | | - |
|------------------|-----------|------------------|-----------------|
| COMPANY ADDRESS: | 4242 Camp | ous Point Court, | m/s D4 |
| CITY: San D | liego | STATE: CA | ZIP CODE: 92121 |

| X | ł | am | not | requesting | consideration | under | the | County's | Transitional | Job | Opportunities |
|---|---|-------|------|------------|---------------|-------|-----|----------|--------------|-----|---------------|
| | Р | refer | ence | 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: , , |
|-------------|----------------------|
| GIL OLIVAS | Sr. Contract Rep. |
| SIGNATURE: | DATE: |
| 6il 0/2 | 3/11/08 |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
| · | | | |
| | | | |

PROPOSER'S LIST OF TERMINATED CONTRACTS

| PROPOSER'S NAME: | SAIC | | _ | | | |
|------------------------|---------------------------------------|---|-------------------|--|--|--|
| Proposer has not i | nad any contracts terminate | ed in the past three years. | | | | |
| | | nated within the past three year ere the contract's expiration dat | | | | |
| SERVICE: | TERMINATING DATE: | SERVICE: | TERMINATING DATE: | | | |
| NAME OF TERMINATING F | I IRM | NAME OF TERMINATING FIRM | | | | |
| ADDRESS OF FIRM | | ADDRESS OF FIRM | | | | |
| CONTACT PERSON: | | CONTACT PERSON: | | | | |
| TELEPHONE: | · · · · · · · · · · · · · · · · · · · | TELEPHONE: | | | | |
| FAX: | | FAX: | | | | |
| E-MAIL: | | E-MAIL: | | | | |
| SERVICE: | TERMINATING DATE: | SERVICE: | TERMINATING DATE: | | | |
| NAME OF TERMINATING FI | RM | NAME OF TERMINATING FIRM | | | | |
| ADDRESS OF FIRM | | ADDRESS OF FIRM | | | | |
| CONTACT PERSON: | | CONTACT PERSON: | | | | |
| TELEPHONE: | | TELEPHONE: | | | | |
| FAX: | | FAX: | | | | |
| E-MAIL: | | E-MAIL: | | | | |
| SIGNATURE 61 | 0/- | DATE: 3/11/08 | | | | |

PROPOSER'S PENDING LITIGATION AND JUDGMENTS

| Proposer's Name: 59/C |
|---|
| Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed 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 placed against them within the last five years as of the date of proposal submission. |
| A. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one) |
| Against Proposer; Principal; Both (check as appropriate) Name of Litigation/Judgment: |
| |
| |
| B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one) |
| Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate) Name of Litigation/Judgment: |
| 3. Case Number: |
| |
| |
| Signature of Proposer: (SI) ON Date: 3/11/08 |

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.

| Cor | moany Name: HDR Engineering, Inc. | | | | | | |
|--------------|--|-----------------------------|-----------------------------|-----------------------|-------------------------|--------------------------------------|-------------------------|
| Cor | mpany Address; 801 S. Grand Ave., S | uite_500 | | | | | |
| City | rLos Angeles | | | State: | CA | Zip Code: | 90017- |
| | ephone Number: | | | | | | |
| | pe of Goods or Services): Engineering | | | | | | |
| app | rou believe the Jury Service Programmer or part I (you must attaction of the program applies to your busing gram. Whether you complete Part I or | ch docum | entation plete Par | to sup | port you | ur claim). If ti compliance w | he Jury |
| Part | I: Jury Service Program Is Not Applicable to | My Busines | s | | | | |
| | My business does not meet the definition of aggregate sum of \$50,000 or more in any 12 (this exception is not available if the contract exception will be lost and I must comply with sum of \$50,000 in any 12-month period. | 2-month peri ct/purchase | iod under o order itself | ne or mo will exce | re County ed \$50,00 | contracts or sub 0). I understand | contracts I that the |
| | 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 dominal percent owned by a business dominant in stockholders, or their equivalent, of a business." | its field of | operation, | or by pa | rtners, of | | |
| 3 | My business is subject to a Collective Barg provisions of the Program. ATTACH THE AG | | ement that | t express | sly provide | es that it supers | edes ali |
| art II | : Certification of Compliance | | | | | | |
| X | My business has and adheres to a written pregular pay for actual jury service for full-time company will have and adhere to such a policy | emplayees o | of the busin | ess who | | | |
| lare u | under penalty of perjury under the laws of theta. | ne State of | California (| that the | informatio | on stated above | is true |
| Name: Bet | ty Dehoney | Title: | Vice Pr | esiden | t | | |
| ture: | Betty Dehoney Double agreed to their Dehomory. The Completing of the Completing of the Completing of the Completing of the Completing Dehomory of the Completing Dehomory of the Completing Option o | Date: | March | 7, 2008 | } | | |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Smart Business Recycling Program Services (2008-AN012) SERVICE BY PROPOSER

PROPOSAL DATE:

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. 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 perticipated 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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2003 | 2004 | 2006 | 2006 | 2002 | Total | Current Year to Date | |
|---|------|------|-----------|--------|-----------|-----------|-------------------------|---------|
| 1. Number of contracts. | The | 6. | 45 | 2002 | our are | 8 | 611 001 | . 6 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | Mi | 4. | the state | ن م | 3 3 | Last Last | elpu | ا اد |
| 3. Number of fatalities. | ۵ | 0 | / | ۵ | 0 | 2- | 0 | |
| 4. Number of lost workday cases. | 00 | 8 | 20 | 16 | 19 | 14 | 4 | |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | This | LE B | eld. | face | and | メス | manke | double- |
| 6. Number of lost workdays. | 15 | 80 | 44 | 259 | 259 362.5 | 7235 | 13 | |
| | | | | | | | | |

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.

HDR Engineering, Inc.

1900 coll) March 7, 2008

Name of Proposer or Authorized Agent (print)

Signature /

i .

□

CONFLICT OF INTEREST CERTIFICATION

| | Betty Dehoney | | |
|---|---|----------------|--|
| | sole owner general partner managing member President, Secretary, or other proper title) | Vice President | |
| · | HDR Engineering, Inc. | | |
| _ | Name of pro | poser | |

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.

- Employees of the county or of public agencies for which the board of supervisors is the governing body;
- Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
- 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
- Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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

| signed Betty | Dehoney | DN: cn=Betty Dehoney, c=US, o=HDR Engineering, inc., ou=E&RM, email=Betty, Dehoney@hdrinc.com | Date | March 7, 2008 | 8 |
|--------------|---------|---|--------|---------------|---|
| Signed | | Cura: 2000.03.10 10.11:20 -07:00 | Date _ | | |

FORM PW-7

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i.

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PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| Pro | DOBOTE HOR ENGINECRISS, FRC. | |
|---------------------|---|-------------------------------------|
| Add | 1000 801 S. GRAND AVE. DIFE 500, LA | 90017 |
| inter | mel Revenue Service Employer Idea lifecation Number 47-0680568 | |
| tha trea sex | accordance with Los Angeles County Code Section 4.32.010, the Proposer central persons employed by it, its affiliates, subsidiaries, or holding companies ated equally by the firm without regard to or because of race, religion, ancestry, and in compliance with all anti-discrimination laws of the United States of Americalifornia. | are and will be national origin, or |
| 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 |
| | | |
| Authoriz Ronatus | Betty Dehay | 5-08 |
| . Ar mara | | |

| | LIST | OF SUBCONTRACTORS | | | | | | |
|---|---------------------------------|---|--|--|--|--|--|--|
| the laws of the State of Ca | allfornia for the ED HEREIN. | owing. Any Subcontractors listed to be type of service that they are to Failure to do so may result in dek me service. | perform, AND THEIR LICENSE | | | | | |
| Proposer in providin required services. | g the requeste | d services will not utilize Subcontra | actors. Proposer will perform all | | | | | |
| Name Under Which Subcontractor is Licensed | License Number | Address | Specific Description of Subcontract Service | | | | | |
| HDR Engineering, Inc. | N/A | 801 S. Grand Ave. Suite 500 Los Angeles, CA 90017 | Commercial Recycling Technical Assistance | | | | | |
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| FIRM NA | on of the proposa ME: | | | | | | | | |
|--|--|----------------------------|---------------------------|-----------------------|----------------------------------|---------------------------------------|----------------------------|--|-------------------------------|
| My Cou | nty (WebVen) Ven | dor Numb | er: | | | | | | |
| LOCAL | MALL BUSINESS | ENTER | RISE P | REFER | ENCE PRO | GRAM: | | | |
| D I AM | Halo same | | | | | s Office of Africal SBE certific | | Action Complia | nce as of the da |
| | As an el | igible Local | SBE. I re | quest th | is proposal/ | bid be conside | red for th | e Local SBE P | reference. |
| EIRMORG | ANIZATION INFORMA ractor/vendor will be s | ATION: The elected without | information out regard | request lo race/el | ed below is fo holdly, color, | r slatistical pur religion, sex, n | poses only ational only | . On final analysi Jin, age, sexual o | is and consideration or disal |
| Business | Structure: | Sole | ☐ Pa | rtnership | | Corporation | 1 No | nprofit 🚨 Fr | anchise |
| Other (Please Specify): | | | | | | | | | |
| Total Number of Employees (Including owners): 6802 | | | | | | | | | |
| | ic Composition of Fi | rm. Please | distribute t | he above | total number | of individuals in | nto the folk | owing categories: | |
| | in Challes Hou | | | | | | | | |
| Black/Afri | can American | 34 | | 2 m_7 mag | | 7 | 0 | a. | 7 96 |
| Hispanic/ | atino | We | are | em | Nouse | 34 | 5 | 23 | 5 142 |
| Asian or F | acific Islander | OW | ned | 50 | J | 35 | 5 | 30 | 3 179 |
| American | | _MX | t er | nolo | YES | | | | 15 |
| | lulti | are | DW | Def C | 5 | | | 33 | |
| White | | | L., | | | 805 | 100 | | 4 144 |
| PERCENTAG | E OF OWNERSHIP IN Black/African | Hispank | | | entage (%) h | American I | | s distributed. Filipino | White |
| Men | American % | INSPORT | % | | lander % | - Allionous III | % | * | 1 |
| Women | % | - | % | - | * | | % | % | |
| CERTIFICATION | ON AS MINORITY, Vied as a minority, wo | men, disad | vantaged o | or disable | d veteran ov form, if nece | med business seary.) | enterprise | by a public ago | ency, complete t |
| - | Agency Name | | | (Inority | Women | Disadvanta | ied Di | abled Veteran | Expiration Dat |

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR



declares a willingness to consider GAIN 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 Letty Dehung | Title VISE PRESIDENT |
|----------------------------------|----------------------|
| Firm Name HOR ENGINEERING, INC. | 3-5-0P |
| | |

CHARITABLE CONTRIBUTIONS CERTIFICATION

| HDR Engineering, Inc. | | | | | |
|--|---|-----|---|---|----------|
| Company Name | | | | | |
| 801 S. Grand Ave., Ste. 500, Los Angel | es, CA 90117 | | | | |
| Address | | | | | |
| 47~0680568 | | | - | | |
| Internal Revenue Service Employer Identification | tion Number | | | | |
| N/A | | | | | |
| California Registry of Charitable Trusts "CT" r | number (if applicable) | | | | |
| The Nonprofit integrity Act (SB 1262, Chapter Trustees and Fundralsers for Charitable Purcharitable contributions. | | | | | |
| | CERTIFICATION | YE | S | N |) |
| Proposer or Contractor has examined its activit does not now receive or raise charitable under California's Supervision or Trustees Charitable Purposes Act. If Proposer engage it to those laws during the term of a Count comply with them and provide County a copy with the California State Attorney General's Trusts when filed. | contributions regulated s and Fundraisers for es in activities subjecting by contract, it will timely of its initial registration | (|) | (| ×) |
| | OR | | | | |
| Proposer or Contractor is registered with the Charitable Trusts under the CT number is compliance with its registration and reporting California law. Attached is a copy of its more Registry of Charitable Trusts as required by Tof Regulations, sections 300-301 and Govern 12585-12586. | sted above and is in ng requirements under st recent filing with the Fitle 11 California Code | (|) | (|) |
| Betty Dehoney Departs speed to their Delayers and Delayer | March 7, | 200 | 8 | | |
| Signature | Date | | | - | |
| Betty Dehoney, Vice President | | | | | |
| Name and Title (please type or print) | | | | | |

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 5/20/2006

ACCOUNT NO. 0000032976-0001-9 FUND/CLASS L190

DESCRIPTION Profs/Occupations

STARTED 04/15/1996

STATUS Active

HDR ENGINEERING INC

801 S GRAND AVENUE #500 LOS ANGELES, CA 90017-4633

8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049

ISSUED BY:

Ontimette D. Christande

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS FORM 2000 (rev. 6/01)

P.O. BOX 53200, LOS ANGELES CA 90053-0200

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) cartify 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.

| Con | npany Name: Los Angeles Conseu | rvation Corps | | |
|----------|--|---|--|---|
| Con | mpany Address: WOS W. Olympic | Blvd., Swite 4 | 50 | |
| CITY | | | State: CA | Zip Code: 9005 |
| | phone Number: (213) 362-90 | | | |
| if you | ou believe the Jury Service Progropriate box in Part I (you must attavice Program applies to your busingram. Whether you complete Part I o | ram does not appl ich documentation t iess, complete Part | ly to your i o support yo Il to certify | business, check the γ pur claim). If the Jury $_{ m C}$ compliance with the γ |
| Part I | : Jury Service Program is Not Applicable to | My Business | | |
| 0 | My business does not meet the definition aggregate sum of \$50,000 or more in any 1 (this exception is not available if the contra exception will be lost and I must comply will sum of \$50,000 in any 12-month period. | 2-month period under one oct/purchase order itself wi | or more County oxceed \$50,0 | y contracts or subcontracts 90). I understand that the |
| | My business is a small business as defined to gross revenues in the preceding twelve m \$500,000 or less; and, 3) is not an affiliate or below. I understand that the exemption vemployees in my business and my gross and | the annual am ominant in its fle mply with the F | ount of this contract, are ald of operation, as defined | |
| | "Dominant in its field of operation" means employees, and annual gross revenues in the contract awarded, exceed \$500,000. | | | |
| | "Affiliate or subsidiary of a business domination porcent owned by a business dominant in stockholders, or their equivalent, of a business | Its fleid of operation, or | by partners, of | |
| | My business is subject to a Collective Bar provisions of the Program. ATTACH THE AG | | xpressly provide | es that it supersedes of |
| Part II: | Certification of Compilance | | | |
| X | My business has and adheres to a written pregular pay for actuel jury service for full-time company will have and adhere to such a policy | employees of the business | s who are also C | |
| lare u | ndor pensity of perjury under the laws of ti t. | he State of California tha | it the information | on stated above is true |
| Name: | | Title: | * ; * <u> </u> | |
| Į, | Bruce Saito | Executive 3/7/ | e Direc | tor |
| ture. | 11115 0 | Daler: | . Cr | |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Smart Business Recycling Program Services (2008-AN012) SERVICE BY PROPOSER

PROPOSAL DATE:

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 croumstances 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 surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2003 | 2004 | 2005 | 2006 | 2007 | Total | Current Year to Date |
|---|----------|-----------|------------|------------|-----------|------------|--|
| 1. Number of contracts. (All Public AGUNCIES) | 77 | 16 58 68 | 85 | 25 | 98 43B | | 702 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | anymok 1 | lypo o, w | 15,000,000 | 17,000,000 | 17,000,00 | 19,000,000 | 24,000 14 \$ peo,000,000,000,000,000,000,000,000,000,0 |
| 3. Number of fatalities. | Ø | Ø | Ø | Ø | Ø | B | Ø |
| 4. Number of lost workday cases. | 7 | 2 | | | | 1 | Ø |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | 12 | 1 22 | 62 35 | 52 | Py 149 | 5/2 | 5 |
| 8. Number of last workdays. | 2 | 4 | _ | _ | | 1 | P |

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

SEMLE SALTO Name of Proposer or Authorized Agent (print)

Type

3/10/C

Sonature

Suppression registed Wilcomman policy

NE CONTRACTOR

| l, | Bruce Saito |
|----|---|
| | sole owner general partner managing member President, Secretary, or other proper title) Executive Divector |
| | ^ |
| of | Los Angeles Conservation Corps Name of proposer |

CONFIDE OF INTEREST CERTIFICATION

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.

- Employees of the county or of public agencies for which the board of supervisors is the governing body;
- Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
- 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
- Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

i hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall here any direct or indirect financial interest in this contract. I understand and agree that any felsification 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 1445 Out

Date 3/7/08

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| PRODUCTION LOS Angeles Conservation Corps | | | | | | | | | |
|---|---|------------|-----------|--|--|--|--|--|--|
| A | Address 605 W. Olympic Bld., Suite 450 | | | | | | | | |
| <u>ln</u> i | ernal Revenue Service Employer Identification Number 95 - 400 2-138 | | | | | | | | |
| th tn se | 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. | 1. The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | | | | | | | | |
| 2. | The proposer periodically conducts a self- analysis or utilization analysis of its work force. | M | YES NO | | | | | | |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. | X | YES | | | | | | |
| 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. | Ď X | YES NO | | | | | | |
| | | | | | | | | | |
| Auth | Director Executive Director | | | | | | | | |
| Signa | sure tue 201 to 10 10 10 10 10 10 10 10 10 10 10 10 10 | 17/ | 08 | | | | | | |

LA CONS

FORM PW-8

LIST OF SUBCONTRACTORS

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

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

| Name Under Which Subcontractor is Licensed | License Number | Address | Specific Description of Subcontract Service |
|---|-------------------|---------|--|
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| FORM PW-9 | | | | | | | | | |
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| proposers responding to naideration of the propose | | st for Pro | posals | must com | plote and n | turn (| this form | or prop | er . |
| FIRM NAME: | s Ama | eles | Cor | 2Serva | tion C | , evi | >5 | | |
| My County (WebVen) Ver | J | , | | | | 4 | | | |
| LOCAL SMALL BUSINES | | | FFERE | NCE PROG | RAM: | | | | |
| A Local | SBE certified | by the Co | unty of | Los Angeles | | | Action Cor | npliance a | s of the date of |
| | | | | | d be consider | | ha I ncal S | RE Profes | |
| FIRMORGANIZATION INFORM award, contractor/vendor will be s | ATION: The i | nformation : | etssupen | d below is for | sielisticai purp | oses on | ly. On final a | nalysis an | d consideration of |
| Business Structure: | Sola | Part | nershlo | | Comoration | N K | onprofit [| Franch | ite |
| Other (Please Specify): | | | | | | | | | |
| Total Number of Employees (Including owners): | | | | | | | | | |
| Rece/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | | | | |
| ACKED THE THE STREET | 1954 | | | Dial number | | | | Unios. | |
| Balsa Billinia Chimposition | | 175 | into da | | i Man | | iale . | Male | e hantele |
| Black/African American | | | | | | | ١ | 12 | 14 |
| Hispanic/Letino | | | | | | | 3 | 41 | 42 |
| Asian or Pacific Islander | | | | | 1 | | | 3 | 6 |
| American Indian | | | | | 1 | | | _2_ | |
| Filipino | | | | | | | | | |
| White | الجراء رسيسي | | | | 2 | | 3 | 9 | 13 |
| ERCENTAGE OF OWNERSHIP | N.EIRM: Ple | aso indicate | by perc | entage (%) ho | w cwnersbip ol | the firm | ı is distribute | d. | |
| Biack/African American | Hispania | Letino | | or Pacific | American In | dian | Fillain | • | White |
| Men % | | % | | % | | % | | % | % |
| Women % | | % | | % | | % | | % | % |
| ERTIFICATION AS MINORITY, Intently certified as a minority, villowing and attach a copy of your | romen, disadi | vantaged o | r disable | d veleran ow | ned business | RUSINI enterpri | ESS ENTER | olic agency | , complete the |
| Agency Name | | | linority | Women | Dieadvantag | ed E | Usabled Ve | bran E | colration Date |
| | | | | | | | | | |
| ECLARATION: 1 DECLARE UND FORMATION IS TRUE AND COI | | OF PERJ | URY UNI | DER THE LAV | NS OF THE ST | ATE OF | CALIFORM | IIA THAT | THE ABOVE |
| Authorizan/Signature: | uto | | - | Title: Exec | utive I |)ive | GOV Out | 3/4 | 108 |

nternal Revenue Service

)ate: May 24, 2000

os Angeles Conservation Corps 05 W Olympic Blvd 450 os Angeles, CA 90015-1426

Department of the Treasury

P. 0. Box 2508 Cincinnati, OH 45201

Person to Contact:

Ms. Smith #31-07262 Customer Service Representative

Toil Free Telephone Number: 8:00 a.m. to 9:30 p.m. EST

877-829-5500

Fax Number: 513-263-3756

Federal Identification Number:

95-4002138

)ear Sir or Madam:

'his letter is in response to your correspondence dated March 9, 2000 requesting a copy of your rganization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in December 1985 granted your organization xemption from federal income tax under section 501 (c)(3) of the Internal Revenue Code. That letter is still a effect.

based on information subsequently submitted, we classified your organization as one that is not a private bundation within the meaning of section 509(a) of the Code because it is an organization described in ection 509(a)(1) and 170(b)(1)(A)(vi).

his classification was based on the assumption that your organization's operations would continue as tated in the application. If your organization's sources of support, or its character, method of operations, or urposes have changed, please let us know so we can consider the effect of the change on the exempt tatus and foundation status of your organization.

our organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its ross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th ay of the fifth month after the end of the organization's annual accounting period. The law imposes a enalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable ause for the delay.

Il exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance ontributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a alendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act FUTA).

rganizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the ode. However, these organizations are not automatically exempt from other federal excise taxes.

onors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, gacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and ft tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

.os Angeles Conservation Corps 95-4002138

'our organization is not required to file federal income tax returns unless it is subject to the tax on unrelated susiness income under section 511 of the Code. If your organization is subject to this tax, it must file an anome tax return on the Form 990- T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or susiness as defined in section 513 of the Code.

he law requires you to make your organization's annual return available for public inspection without harge for three years after the due date of the return. You are also required to make available for public aspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only reasonable fee for reproduction and actual postage costs for the copied materials. The law does not equire you to provide copies of public inspection documents that are widely available, such as by posting nem on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do ot make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

lecause this letter could help resolve any questions about your organization's exempt status and foundation tatus, you should keep it with the organization's permanent records.

lease accept our apology for the delay in responding to your request and for any inconvenience this may ave caused you or your organization.

you have any questions, please call us at the telephone number shown in the heading of this letter.

his letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts Director, TE/GE CAS

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

declares a willingness to consider GAIN 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 Auto Outo | | Title Execut | rive Director |
|---------------------------------|--------------|-----------------|---------------|
| FirmName Los Angeles Conserv | ration Corps | Date 3 | 17/08 |

CHARITABLE CONTRIBUTIONS CERTIFICATION

| LOS Angeles Conservation Cor Company Name 605 W. Olympic Blvd. Suite 4 | P | 5 | | | | |
|---|--------------|--------------|----------------|--------------|---------|-----------|
| Company Name | - | | · · | | | |
| 605 W. Olympic Blud. Suite 4 | 15 | 50 | L | Z | A | geles |
| Address | سيسمم | | | | | 0 |
| 95-4002138 | | | | | | |
| Internal Revenue Service Employer Identification Number | | | | | | |
| D-1285780 | | | | | | |
| Callfornia Registry of Charitable Trusts "CT" number (If applicable) The Nonprofit Integrity Act (SB 1282, Chapter 919) added requirements Trustees and Fundralsers for Charitable Purposes Act which regulate charitable contributions. | s to s th | Call nose | fornia rece | 's S ivin | g an | rvision o |
| CERTIFICATION | YE | S | | NC |) | |
| Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundralsers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. | (|) | | (|) | |
| OR | | | | | | |
| Proposer or Contractor is registered with the California Registry of Charltable 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. | ◇ | ব | | (|) | |
| $\frac{3/7}{\text{Date}}$ | -/0 | <u>ල</u> | | | | |
| Bruce Saito, Executive Director | | | | | | |
| lame and Title (please type or print) | | | | | | |

10:1858

FORM PW-3

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.

| | | | | | | | / | | / / / | | | |
|--------------|------------------------|----------------------------------|-----------------------------------|--|---------------------------------------|--|-----------------------------------|------------------------------------|------------------------------------|--|--|---------------------|
| Соп | ipany N | leme: | Ros | | uo | MARK | (ET | $\mathcal{O}_{\mathcal{O}_{-}}$ | GRE | DP_ | | |
| Corr | rpaný A | ddreas: | 110 | ϵ . | NIN | 174 S) | _ | 120 | <u> </u> | | | |
| | | SA | | | | | | | State: | CA | Zip Code: 96 | 079 |
| Tolo | phone | Number | : 21 | 13_ | 689 | 4.660 | | | 7 | | | |
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| appi Serv | ropris rice P | xod el regran | In Pa | irt i (| you mu to your | st attach (| docum , com | entatio dete Pi | n to su art II to | pport you certify o | usiness, chec ur claim). If the compliance wit | ı Jury |
| Part I | : Jury s | Bervice | Progra | m je i | lot Applic | able to My I | Busines | 5 | | | | |
| . , | aggr (Iris exce | egate si excepti pilon wi | um of \$ on is no il be los | 50,00 ot ava il and | or more | in any 12-mo e contract/pu mply with the | onth peri | od under order lise | one or m If will exc | ore County seed \$50,00 | as it has not recei contracts or subco (0). I understand t unty exceed an agg | hat the |
| Ä | 9708 \$500 belov | neveni 1,000 or 1. Luc | ues in less; er iderster | the pand, 3) indicated the pand of the pan | eceding to s not an a t the exc | weive month | is which sidiary o e lost a | , if adde Ta busine nd I mus | d to the use domin ut comply | annual emi ant in its fle with the P | oyees; and, 2) has ount of this contra ld of operation, as o Program If the num | defined |
| | "Don empi the c | ninant in byees, a ontract | n its fle and and awarde | id of a nual gr d, exc | operation oss reven | means havi ues in the pr 000. | ng more eceding | than ler twelve m | n employe onths, wh | ees, includi iich, if adde | ng full-time and pa d to the annual am | ourn or |
| | no/c | ant own | ed by | a bus | iness don | s dominant i ninant in its a business do | field of | operation | n, or by , | panners, o | noss which is at le fficers, directors, n | nast 20 najority |
| | My b | uainess sions of | is sub the Pro | oject t igram | a Colle | ctive Bargair | ing Agr EMENT | eement t | hat expre | esly provid | es that it superse | des all |
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CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR Smart Business Recycling Program Services. SERVICE BY PROPOSER PROPOSAL DATE:

information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or expension of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances 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 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 surrounding any and all fatalities.

5 CALENDAR YEARS PRICE TO CURRENT YEAR

| | 2003 | 2004 | 2005 | 2006 | 2002 | Tokal | Current Year to Date |
|---|------|------|------|------|------|-------|-------------------------|
| 1. Number of contracts. | N | 4 | | | | | |
| 2. Total dollar amount of Contracts (in thousands of dollars). | Z | | r | | | | |
| 3. Number of fataitities. | | | | | | | |
| 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 compled 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

MARY JODIENER

edy Keener

80-11-60

Name of Proposer or Authorized Agent (print)

| l | CONFLICT OF INTEREST CERTIFICATION MARY JODIEMER | FORM PW-5 |
|----|---|-----------------|
| | sols owner general partner managing member President, Secretary, or other proper title) | |
| of | ROSEBUD MARKETING GROUP | |
| | Name of proposer | to a substantia |

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 entitles specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

- Employees of the county or of public agencies for which the board of supervisors is the governing body;
- Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
- 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
- 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 cartify I am informed and believe that personnel who devoloped and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as clied 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 swarded pursuant to this Proposal.

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| Pronos | er's Name | ROSEBUD MARKETING GROW | P | |
|----------------------|---------------------|---|-------------------|------------|
| Address | .110 | E. NINTH BATT LOS AUGE | E | z. 90 |
| interna | Revenue S | envice Employer Identification Number 95 - 48a38a8 | | |
| that treat sex | all peri ed equi | ce with Los Angeles County Code Section 4.32.010, the Proposer certsons employed by it, its affiliates, subsidiaries, or holding companies ally by the firm without regard to or because of race, religion, ancestry, recompliance with all anti-discrimination laws of the United States of American | are ar ational | origin, or |
| 1. | | roposer has a written policy statement prohibiting any discrimination in ases of employment. | 0 | YES NO |
| 2. | The p | proposer periodically conducts a self- analysis or utilization analysis of jak force. | 0 | YES |
| 3. | The r | proposer has a system for determining if its employment practices are minatory against protected groups. | <u> </u> | YES NO |
| 1. | has | e problem areas are identified in employment practices, the proposer a system for taking reasonable corrective action to include lishment of goals and timetables. | | YES |
| | | | | |
| uinoriz | ed rearrage | MARY JO DIEMER | | |
| i saa uo | | May Delener Date C. | 3-1 | 1-08 |
| | 1 | (\mathcal{K}) | | |

FORM PW-8

LIST OF SUBCONTRACTORS

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

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

| Name Unde Subcontract | Which or is Licensed | License Number | Address | Specific Description of Subcontract Service |
|--------------------------|-------------------------|-------------------|---------|--|
| | NA | | | |
| | | | | |
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|-------------|--|---|---|---|--------------------------------|-------------------------------|--|------------------------------------|-----------------------------|--------------------------------|---------------------|
| | FIRM NAME | ROSE | BUD | MA | eke | T(W) | - GRE | cep | | | |
| | My County | (WebVen) Vei | ndor Numbe | er: | AS | BE | 12 | 439 | 00 1 | | |
| Ĺ | OCAL SM | ALL BUSINES | S ENTERP | RISE PRE | FERENC | PROG | IAN: | | | | |
| | 1 IAM NO | A Local | SBE certifier | d by the Co ubmission. | unty of Los (Attach cor | Angeles (| Office of Affirma | itive Action C on.) | ompliance | e as of the c | date o |
| | 7 | As an e | ligible Local | SBE I requ | uest this on | posal/bid | be considered | for the Local | SBE Prof | erenco. | |
| E | IRMIORGANI Ward, contrac | ZATION INFORM Igr/vendor will be: | ATION: The selected without | Information r | equested be race/ethnicit | low is for s y, color, rei | latistical purpose Igion, sex, nation | s only. On fina al origin, age, | l enalysis s sexual orie | and consider Intellon or di | allon o Bability |
| | Business St | ucture: | Sole | O Pert | nerehip | X | Corporation | Nonprofit | Franc | chise | |
| Γ | Other (F | ease Specify): | , | | | | | | | | |
| 1 | Total Numbe | of Employees | including own | iers): | 1 | | | | | | |
| | RecelEthnic | Composition of I | irm. Pleaso | | | | individuals into ti | ne following ca | tegories: | | |
| | de station | Spmpsilio | | | | | | | Maio | I I I | |
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| 11- | dispanic/Le | | | - | | - | | | | | |
| - | | cific Islander | | | | | | | | | |
| 1 | American in | dian | | | | | | | | | |
| F | Hiplno | | | | | | | | | | |
| V | Vhite | | | | <u> </u> | | | | | | |
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| | | Black/African | Hispan | ic/ Latino | Asian or | | American Indi | ari Filli | onka | White | . |
| t | Men | American | 6 | % | | % | | % | % | | % |
| | Women | 9 | 6 | % | | У, | | % | % | 100 | % |
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| - | TATE | of (ALI | <u></u> | | | X | | | | 7/31/20 | 109 |
| 5 | | 1 | | | | | | | | • | |
| 3 | | | | | | | | | | | |



COUNTY OF LOS ANGELES OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hehn Hell of Administration 500 West Temple Street, Room 780 Los Argeles, California 90912 (877) 689-C8ES / FAX (626) 457-3112 TED (626) 293-5706 V/ebsite: http://oasc.co.is.co.us Address all correspondence to: CONTRACT COMPLIANCE 1000 S. Fremont Avenue Building A-9 East, 1st Floor Mait Unit #24 Albanbra, CA 91603-8862

Dennis A. Tafoya Director

October 31, 2006

Mary Jo Diemer ROSEBUD MARKETING GROUP 110 E. 0TH ST., STE. A444 LOS ANGELES, CA 900791444

Vendor#: 12439001

Dear Mary Jo Diemer:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until July 31, 2009.

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the 1rm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://osac.co.ta.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA DIRECTOR

OZIE L. SMITH

Senior Deputy Compliance Officer

DATOLS

'To Creich Lives through Effective and Gering Gervice'

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

X

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

decidres 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 | D) Deciner | TITLE PRENDENT | |
|-----------|------------|----------------|---------------------------------------|
| | | Date 03-11-08 | · · · · · · · · · · · · · · · · · · · |
| | GROUP. | | |

FORM PW-12

| CHARITABLE CONTRIBUTIONS CEI | |
|--|---|
| ROSEBUD MARKETI | DG GROUP |
| Company Name 110 E. NINTH ST. Ba7- | Los Avgeles |
| Address 95-4823828 | 400 |
| Internal Revenue Service Employer Identification Number | |
| California Registry of Charitable Trusts "CT" number (if applicat | ole) |
| The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirestees and Fundralsers for Charitable Purposes Act which charitable contributions. | irements to California's Supervision of regulates those receiving and raising |
| CERTIFICATION | и жев ио |
| Proposer or Contractor has examined its activities and determinit does not now receive or raise charitable contributions required. California's Supervision or Trustees and Fundraise Charitable Purposes Act. If Proposer engages in activities subtited to those laws during the term of a County contract, it will comply with them and provide County a copy of its initial registivity the California State Attorney General's Registry of Charitasts when filed. | gulated ers for njecting timely stration |
| OR | |
| Proposer or Contractor is registered with the California Region Charitable Trusts under the CT number listed above and compliance with its registration and reporting requirements California law. Attached is a copy of its most recent filing with Registry of Charitable Trusts as required by Title 11 California of Regulations, sections 300-301 and Government Code sections 300-301. | is in under ith the Code |
| May Deine | 03-11-08 |
| MARY TO DIEMER, PL | ESIDENT |
| Name and Title (please type or print) | |



13. ADDITIONAL INFORMATION

There is no additional information we wish to present.

James Madden

Education

Bachelors of Arts, Environmental Studies, San Jose State University
Management Certificate, Environmental Safety and Health & Hazardous Materials Handling, University of
California Santa Cruz – Extension

SUMMARY OF WORK EXPERIENCE

Mr. Madden has five years in the environmental health profession with expertise in integrated waste management and waste prevention methodologies, with a focus on community outreach, program/curriculum development for environmental pollutants, and environmental health and safety education. Mr. Madden is skilled in cross-cultural communications with two years experience of ESL coaching and has 12 years experience in client sales, marketing and technical support for various markets and products. His experience in waste management consulting and project work for environmental safety and health and hazardous material handling resulted in significant cost savings and increased awareness of environmental toxics and safety issues for a variety of clients.

PROFESSIONAL EXPERIENCE

Alameda County StopWaste.Org

Project Manager. Process monthly billing invoices for subcontractors. Produce bimonthly progress reports for all client representatives. Co-produce Annual Report. Assess client list for reassignment and remarketing. Manage monthly contract budget tracker. Developed programmatic assistance tools as required by client for tracking and monitoring. Marketing various businesses throughout the County to offer waste diversion technical assistance. Conducting client site assessments of resources that are going to waste. Researching methods for source reduction and recycling opportunities. Developing diversion recommendation strategies per client needs, including cost savings through implementation of recommendations. Assisting clients with implementation of recommendations in a multi-stage process when required.

Waste Diversion Study, County of Los Angeles

Project Manager. Sub-consultant to SCS Engineers assisted with documenting the amount of annual diversion to for AB 939 reporting to the State of California. Lead team of 5 to set up and conduct site audits of 115 businesses in the unincorporated are of Los Angeles County. QA/ QC team's data entered into a third party data bank. Tracked number of calls and site audits and compiled for monthly reporting and invoicing task. Provided final report of all activities to SCS for inclusion in master report to county

Commercial Waste Diversion and Recycling technical Assistance, Santa Clarita, California

Project Manager. Conducted on-site waste assessments and technical support for 25 businesses. Site visits included a review of all potential waste prevention, recycling, and food waste diversion opportunities. Reviewed with businesses the local hauler's recycling program, types of materials included, how the materials need to be prepared, and where and when the toter or bins need to be placed for service. Prepared report for each site visited with recommendations that city staff will use for implementation with the local hauler.

Commercial Waste Diversion and Recycling technical Assistance, Irvine, California

Assistant Project Manager. Sub-consultant to SCS Engineers assisted with on-site waste assessments and technical support for 25 businesses. Site visits included a review of all potential waste prevention, recycling, and food waste diversion opportunities. Reviewed with businesses the local hauler's recycling program, types of materials included, how the materials need to be prepared. Provided resources for EPA's Waste Wise Program

Commercial Recycling Program Development, Nevada Department of Environment, Carson, Nevada

Project Manager. Determined the state of commercial recycling in Clark County (Las Vegas) for purposes of increasing diversion. Assessed existing recycling programs from governmental offices to serve as a model. Canvassed material handlers for services offered and designed a recycling guide for businesses. Audited 25 businesses to asses recycling potential and provided resources from the recycling guide. Provided resources for EPA's Waste Wise Program



Waste Diversion Study, Fresno, California

Project Manager. Assisted the City of Fresno in documenting the amount of annual diversion to for AB 939 reporting to the State of California. Worked with City staff and interns to conduct business audits and documentation of recycling rates. Obtained recycling rates from material handlers and governmental departments.

San Francisco Parks and Recreation Department Best Practices Recycling Plan

Project Manager. Assessed 20 Park and Recreation sites to determine opportunities for increasing recycling, and organics collections. Arranged appointments for each site. Assessed the number of recycling and food / organics bins required at each site and placed order through Department of Environment. Coordinated delivery of bins in conjunction with training provided to site employees. Provided a Best Practiced Manual for the Cities Parks and Recreation System with 'how to' guidelines for systemize implementation of recycling and food waste opportunities.

Litter Survey, San Francisco Department of Environment, California

Project Manager. Assembled a team of four interns to assess 100 pre-determined sites throughout San Francisco for litter load. Appropriated necessary equipment for study. QA/QC all data forms and site photos for shipment to project lead in Canada. Reviewed and make correction to final report from project lead. Processed subconsultant's invoices for submittal to the City.

Procurement of Solid Waste Services, Government of Guam, Hagatana, Guam

Assistant Project Manager. Assist the Government of Guam in the procurement for closure, operations, and post-closure management of the Ordot dump per consent decree orders of the EPA. Review Invitations for Bid (IFB) documents to procure contractors for constructing a compliant (Resource Conservation Recovery Act, RCRA, Subtitle D) landfill facility. Monitor privatization study of all or majority of Guam's solid waste management activities from collection of waste to disposal and post closure, including a household hazardous waste (HHW) collection program. Manage overall project activities such as document tracking and development of schedules for client. Process monthly billing invoices managed by person by task. Produce conferences and on-site meeting minutes. Coordinate for and obtain approval for tem members travel itinerary and expenses.

Contract Management, Stockton, California

Assistant Project Manager. Assisted the City of Stockton's Sold Waste Manager in monitoring the franchised waste haulers contracts. Developed a contract monitoring tool (CMT) that schedules all recurring events which tracks current activity of compliance, and retention of historical compliance. The CMT also provides tracking of all non-recurring events for purposes of franchisee compliance.

PLANNING

Oregon Department of Transportation (ODOT), Construction and Waste Management Best Practices Statewide
Bridge Management Delivery, Portland Oregon

Project Planner. Research current statewide material handlers for processing concrete, asphalt, rebar, wood and landscaping debris. Provide a statewide recycling guide for previously mentioned material divided by region throughout the State. Design reporting forms for construction demolition firms for reporting recycling plans for each bridge slated for tear-down as well as a form to track the amount of and types of material that were recycled. Provide a Best Practices guide explaining the required forms and general practices required for debris recycling and reporting.

Construction and Demolition Debris Diversion Technical Assistance, Stockton, California

Project Planner. Staff assistance to the City of Stockton Public Works Department in development and monitoring of the construction and demolition (C&D) debris diversion program for compliance with California AB939. Responsibilities included development and preparation of staff reports, development of debris reporting requirements, enforcement procedures and database management. Implemented newly designed reporting format resulting in reduction in time and paperwork for all users.



Annual Waste Diversion Study, City and County of San Francisco, California

Project Planner. Provided the City and County of San Francisco with documentation of the amount of annual diversion to assist the City and County in meeting its zero waste mandates. Developing a database for materials generators illustrating three years of historical data into one usable tool for future annual audits. Contacting businesses throughout the City to request reporting of waste diversion tonnages.

Waste Diversion Study, Pacifica, California

Project Planner. Assisted the City of Pacifica in documenting the amount of annual diversion to for AB 939 reporting to the State of California. Obtained and documented recycling rates from local businesses.

Large Venue and Event Recycling Program Implementation, Santa Clara, California

Project Planner. Identified the City of Santa Clara's 10 % largest venues and events in accordance with AB 2176. Assisted the venue and event managers with understanding compliance to AB 2176. Provided reporting format and recycling program expansion planner for venues and events reporting to the City.

Procurement of Solid Waste Services, Cameron County, Texas

Project Planner. Assisted Cameron County, Texas in selecting a solid waste hauler for a new County-wide collection program. Coordinating with water supply companies to implement a newly designed user billing system.

TECHNICIAL ASSISTANCE

Recycling Hot Line Call Center technical assistance, Stockton, California

Project Planner. Recycling hotline operator for the solid waste, recycling and green waste programs in the City of Stockton. Answered questions regarding the specifics of the program, trouble-shooting with residents having difficulties with cart placement, storage and mobility. Assisted residents with service issues related to haulers, curbside pickup programs, street sweeping, illegal dumping and general recycling questions. Documented calls in the Call Log Form. Prepared summaries to expedite action items via email to various city and hauler personnel for resolution. Prepared summary reports of recycling hotline calls for the Solid Waste Manager and City Council.

Campus Recycling Plan Technical Assistance, Mission Community College, Santa Clara, California Project Planner. Implementation of recycling program at Mission Community College in Santa Clara, California. Work resulted in increased use by faculty and students and secured funding for the program, which brought the college into compliance with California State AB 75.

OTHER EXPERIENCE

Silicon Valley Environmental Partnership, Santa Clara County, California

Project Planner. Developed an environmental indicator for the Silicon Valley Environmental Partnership for perchlorate in well water sources in Santa Clara County. The project serves as a baseline indicator and a model for other counties and states.

San Jose State University, San Jose, California

Teaching Assistant - Environmental Studies Department. Assisted professor of Solid Waste Management classes with evaluating, proofreading, and grading of papers.

Corporate Education and Training – Mission College, Santa Clara, California.

Substitute Teacher. Correctional Education Program of Santa Clara County Department of Correction. Conducted Life Skills and Society Integration classes for 30-40 individuals at Elmwood Jail.

Enviro SafeTech, San Jose, California

Consultant. Conducted chemical inventories and safety inspections for several Silicon Valley companies.

SAIC.
From Science to Solutions

Mission College, Santa Clara, California

Special Project Consultant. Conducted chemical inventory and designed a 'running' inventory system for both Biology and Chemistry labs. Compiled MSDS sheets for over 600 chemicals.

PROFESSIONAL AFFILIATIONS

National Recycling Coalition California Resource Recovery Association Northern California Recycling Association



Bruce Saito

Education

Bachelor of Arts Degree-Creative Arts

San Francisco State University, 1976

Associate of Arts Degree-General Studies

Cypress College, 1971

Experience

Executive Director, Los Angeles Conservation Corps

July 1, 1995 to present

Responsible for the operation of a more than \$18,000,000 a year non-profit, youth development organization with a total staff of 120 full time employees, 400 young adult trainees, 2000 middle school students and 300 contract employees annually.

Deputy Director, Los Angeles Conservation Corps

November 1985 to June 1995

Responsible for program and project development and implementation for young adults, ages 18 to 23, at the Main Street and Hammel Centers; oversee program operation of the Clean & Green program for middle school students.

Program Manager, Program Project Coordinator, California Conservation Corps

1976 to 1986

Responsible for set-up and implementation of CCC's first non-residential center. Directed and developed work and education programs for 80 young adults, ages 18 to 23; fiscal responsibility for one million dollar annual budget.

Professional

Memberships

- LA Neighborhood Land Trust, Board Member
- LA Gardening Council, Board Member
- Youth Service California, Co-Chair and Board Member
- CA Board of Forestry and Fire Protection, Board Member

Daniel J. Knapp

dknapp@lacorps.org

PROFESSIONAL EXPERIENCE

LOS ANGELES CONSERVATION CORPS

(Los Angeles, CA)

January 1, 2008-present

Deputy Director

Responsible for the administration of all LACC programs and operations. Duties include agency budget development and management, direct supervision of five program directors, the development and management private and governmental contracts, grant writing, agency marketing and representation, contract negotiations and contract compliance.

Develop and manage a multi-million dollar budget (approximately \$21 million) for the largest non-profit conservation corps in the nation

Directly supervise five directors and responsible for 130 employees and 650 program participants

Develop agency programs and projects

Interface with governmental officials and represent the agency with program sponsors

Represent agency during annual and periodic financial and compliance audits

LOS ANGELES CONSERVATION CORPS

(Los Angeles, CA)

2001-2007

Division Director

Responsible for the administration of majority of LACC programs and operations. Duties include program, departmental, and division budget development and management, direct supervision of four program directors, develop and manage private and governmental contracts, grant writing, agency marketing and representation, contract negotiations and contract compliance.

Develop and manage a multi-million dollar budget (approximately \$13.5 million) for the largest non-profit conservation corps in the nation

Directly supervise four directors and responsible for 75 employees and 350 program participants

Develop agency programs and projects

Interface with governmental officials and represent the agency with program sponsors

LOS ANGELES CONSERVATION CORPS

(Los Angeles, CA)

1998-2001

Environmental Programs Director

Oversaw and managed the LACC's Environmental Programs Department. Duties included budget development and management (\$2.1 million), staff supervision, managed private and governmental contracts, grant writing, delivered program presentations and workshops, program and partner development, and project coordination.

Helped secure and develop the nation's largest conservation corps contract to date

Consistently stayed within or under departmental budget

Developed long term contracts and relationships with local land Conservancies e.g. Catalina Island Conservancy, Palos Verdes Peninsula Conservancy, the Rivers and Mountains Conservancy

Hired, trained, and retained an extremely effective staff

Directly Supervised five staff and responsible for 20 employees and 70 program participants

LOS ANGELES CONSERVATION CORPS

(Los Angeles, CA)

1997-1998

Environmental Education Programs Manager

Managed the LACC's Environmental Education Program. Duties included curriculum development, staff supervision, grant writing, academic documentation and reporting, ensured compliance of curriculum with state standards and guidelines, budget development and management, lead teacher in-services.

Program awarded the North American Association for Environmental Education Award

- Program awarded the National Environmental Education and Training Foundation Award
- Program awarded ATT National Environmental Stewardship Award
- Program awarded National Wildlife Federation Outstanding Program Award

EDUCATION

California State University, Long Beach: Long Beach, CA

M.A. - Geography, emphasis Resource Management GPA: 4.0 (1994)

California State University, Long Beach: Long Beach, CA

B.A. - Geography (1987)

PROFESSIONAL AND ACADEMIC AWARDS AND ACCOMPLISHMENTS

- Board member of the National Forest Association
- Member of the SEA Lab Advisory Board
- Member of the Earthworks Community Farm Advisory Board
- Member of the Advisory Committee Million Trees LA
- International Society of Arboriculture (ISA) Certified Arborist # WE-6295A
- Member of Phi Kappa Phi Honor Society
- Recipient of a National Scholastic Surfing Association Scholarship
- North American Association for Environmental Education
- Association of American Geographers

CHRISTOPHER WILLIAMS

Commercial Recycling Specialist

Christopher is a solid waste specialist with 22 years of experience in municipal solid waste reduction, composting, recycling, household hazardous waste prevention, renewable energy technology, and energy conservation. He is experienced in project planning, implementation, operations, and analysis. Christopher has managed buyback and drop-off recycling operations and has assisted in launching municipal residential and commercial recycling programs, in technical support, staff, and project leadership positions with several private sector and non-profit conservation organizations. He has significant experience and aptitude in providing great customer service and maintaining high levels of client satisfaction.

Education

A.S. Alternative Energy Technology, Cabrillo College

Environmental Economics, San Jose State University

Solid Waste Management, San Jose State University

22 Years Experience

Relevant Experience

City of Los Angeles Multi-family Recycling Pilot Program, Los Angeles, CA. Deputy Project Manager. Christopher managed the hotline response and problem resolution process, coordinated resident outreach and education programs, managed hauler and sub-contractor operations and performance, and provided additional services related to operation of the Los Angeles Multi-family Recycling Pilot Program. He collected and analyzed data, maintained responsive and timely communication with City management and staff, and participated in planning and completing the expansion of the program from a pilot to full operational status. ESA was the prime contractor for the pilot program.

City of San Francisco Comprehensive Commercial Recycling Program Implementation Technical Assistance, San Francisco, CA. Commercial Waste Reduction and Recycling Specialist. Christopher has worked on the program since the design, implementation and roll-out phase, and conducts technical assistance and program analysis related to commercial organics and recycling, multi-family recycling, construction and demolition debris recycling, and waste reduction and recycling in City agencies and facilities. As part of this work, Christopher designs effective recycling systems in a variety of large and small venues, provides waste reduction and recycling training to managers and staff in English and Spanish, and conducts ongoing observation and follow-up (including detailed reporting to all stakeholders) to ensure long-term program success. Christopher is the team leader for implementing waste reduction and recycling program in major venues, and has set up successful programs at facilities such as Westfield San Francisco Center, Stonestown Galleria, San Francisco State University, Ghirardelli Square, AT&T Park (San Francisco Giants), and Monster Park (San Francisco 49ers).

Alameda County Waste Management Authority (ACWMA) School Infrastructure Program, Alameda, CA. Recycling Specialist. Christopher assisted ACWMA in implementing a process for establishing and funding permanent, ongoing recycling programs in school districts throughout Alameda County. He worked intensively with Oakland Unified School District's Custodial Services Department to train management and staff in recycling and waste reduction "best practices." Christopher created tools for tracking progress and resolving problems, including a Weekly Recycling Report for custodians, a log for tracking the reports at the district office, and a set of performance

Relevant Experience (Continued)

standards for custodial recycling activities. He coordinated multiple hauler agreement types, varying by municipality and ranging from exclusive franchise to open competition to municipally-operated collection service.

Alameda County Waste Management Authority Commercial Organics Technical Assistance, Alameda County, CA. Deputy Project Manager. Christopher worked with the cities of Albany, Berkeley, Oakland, Dublin, Livermore, San Leandro, Fremont, and Hayward on developing commercial organics collection programs. He assisted the cities with program planning, design, implementation, staff training, hauler training, contracting and logistical support, and outreach to commercial and institutional generators. ESA is contracting with ACWMA to provide recycling and commercial organics program implementation assistance throughout the County.

City of Portland – Commercial Organics Collection Program Startup. Recycling Specialist. Christopher assisted City and Metro staff with program planning, design, implementation, staff training, hauler training and logistical support, outreach to commercial and institutional generators, and recycling and composting training for management and employees of participating businesses and institutions. He successfully launched the city-wide program and met all outreach, training, and resource recovery goals as projected. Christopher coordinated with approximately 59 independent haulers in open competition among for commercial trash, recycling, and organics collection services.

Metro Food Waste Prevention and Donation by Businesses and Institutions, Portland Metropolitan Area, OR. Recycling Specialist. Christopher evaluated food waste prevention and edible food donation practices of businesses and institutions in the Metro service area, in and around Portland, Oregon, in order to increase the understanding of barriers to increased food donation, and to inform the development of future food waste prevention and food donation support services. He designed and conducted a telephone survey and observational study of food generators, and coordinated with many haulers under multiple agreement types, varying by municipality. Christopher also assisted in the preparation of a final report and presentation of findings to food rescue agency representatives, food safety regulators, and local and regional government officials.

Metro Multifamily Recycling Study, Portland Metropolitan Area, OR. Recycling Specialist. Christopher gathered and analyzed primary data consisting of targeted telephone surveys of multifamily residents, door-to-door surveys of multifamily residents, and in-depth interviews of on- and off- site property managers or owners. ESA's study defined the real and perceived barriers to successful waste reduction and recycling behaviors for apartment residents, on-site managers, and off-site manager/owners, then determined which outreach methods and materials are more likely to be most effective in breaking down the identified barriers, and evaluated behavioral differences and motives of apartment residents. Christopher developed effective outreach methods and suggested tools for accomplishing the outreach program to suit the needs of

Relevant Experience (Continued)

Metro region multifamily housing complexes as well as balance the need for local program independence.

City of Berkeley Commercial Recycling and Organics Technical Assistance. *Recycling Specialist*. Christopher assisted City staff in expanding municipally operated commercial recycling and organics collection service to additional businesses. He conducted management meetings and staff trainings with restaurants joining the program, and assisted in the design and content of promotional materials.

Alameda County Waste Management Authority – Development of Waste Reduction Library and Online Catalog. Recycling Specialist. Christopher developed an online catalog of multimedia resources relevant to waste prevention, re-use, and recycling, and how these activities can lead to greenhouse gas reduction and global warming mitigation. He acquired multimedia resources (videos, books, magazines, studies, PDF files, and web links) from suppliers, including academic institutions, non-profit organizations, municipalities, and publishers. Christopher then catalogued and cross-referenced materials in the library collection, and advised on processes for circulating materials to the public and expanding the collection as new materials become available.

City of San Francisco Waste Diversion Study, San Francisco, CA. Recycling Specialist. Christopher documented the amount of material diverted to source reduction, re-use, and recycling in San Francisco in accordance with State of California solid waste diversion mandates. He contacted businesses and institutions, conducted interviews and site visits, obtained signed verification of diverted tonnage, and compiled results in spreadsheet form. He also assisted in improving the methodology for documenting diversion in future studies.

Prior to ESA

Berkeley Ecology Center, Berkeley, CA. Information Services Coordinator. Christopher taught educational workshops about home composting, recycling, energy conservation, and household hazardous waste prevention. He managed volunteers and interns from local schools, universities, and job training programs, and collaborated with local, regional, and state government agencies to develop and implement conservation policy. Christopher hosted international visitors, planned and implemented special events, public meetings, and community networking sessions. He managed the library and information center, maintained the informational hotline for residents, businesses, and organizations, and provided environmental career counseling. Christopher also participated in regional military base conversion planning activities as a community environmental representative.

Ecology Action of Santa Cruz, Santa Cruz, CA. Executive Director.
Christopher operated buyback, drop-off, and satellite location recycling programs. He guided organization, from the neighborhood recycling center to

Relevant Experience (Continued)

advocacy, education, and technical assistance groups. Christopher built membership significantly using a computerized member database. He developed and taught a teacher training program on solid waste management with Packard Foundation support. He conducted waste audits and formulated source reduction and recycling plans for local businesses. He taught composting and recycling at all grade levels. Christopher presented reports at public meetings, including the Santa Cruz County Board of Supervisors and numerous city councils. He developed and managed annual budgets based on grant funding, material sales, and contracts-for-service with local and state government agencies. He expanded periodic distribution of community publications, including Where to Recycle in Santa Cruz County and Curbside Recycler, and produced guidebooks on re-use, recycling, home composting, and household hazardous waste reduction. Christopher served both as a member of staff and on the Board of Directors.

THOMAS C. JENSEN

EDUCATION:

M.A.: Public Policy, Claremont Graduate University (1990) B.A.: Economics, University of California, Los Angeles (1983)

WORK SUMMARY:

Mr. Jensen is an environmental planner/scientist with more than 10 years of experience in environmental planning and assessment. He has managed or supported environmental assessments under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for high tech research facilities, energy and water projects and industrial development. He has led analysis in a range of impact areas including economics/socioeconomics, hazardous and solid materials and wastes, air quality, land use, energy use, and transportation. Mr. Jensen's development and resource planning experience includes planning regional industrial parks and zones, development plans and impact assessments for high technology facilities, regional and nationwide oil and gas development, port and airport environmental planning, watershed planning in the Chesapeake Bay, statewide non-point source and wetlands planning in California, Federal air quality regulations covering the outer continental shelf, regional air quality management plans, and California water storage and transfer projects. He has strong experience using GIS and other information technology tools to support these projects. Mr. Jensen is the author of Guidebook to California Planning and Development Laws (Solano Press Books), taught natural resource planning at the University of California and lectured on engineering topics at Stanford University and UC Berkeley.

Mr. Jensen has more than 20 years of experience in environmental management and business performance improvement. His primary areas of expertise include business operational assessment, materials and energy efficiency, enterprise cost reduction, regulatory compliance, technology commercialization, and corporate social responsibility. Mr. Jensen has extensive knowledge of business operations and best practices. He is skilled at several methods of economic and financial analysis to support enterprise cost reduction, including life cycle cost assessment and total cost of ownership. Mr. Jensen's experience in technology commercialization includes leading pilots on different sustainable technologies and business planning and financing.

Mr. Jensen's other accomplishments include authoring books on environmental law and technology and articles for leading business and technology magazines, such as Red Herring. He has served as a core lecturer in UC Berkeley's Venture Design Program, being a judge for sustainable business competitions at UC Berkeley and Stanford University, and co-founding two nationally and internationally recognized sustainability public private partnerships.

PROFESSIONAL EXPERIENCE:

Science Applications International Corporation, Oakland, California, October 2005 to Present
Mr. Jensen is leading a range of environmental assessment, planning and management projects. Under
contract with the Air Force Center for Environmental Excellence, he is leading environmental
assessments (EAs) under NEPA for a collection of projects at Travis Air Force Base in Fairfield,
California. Projects being evaluated include transportation, runway operations, energy development,
housing and other developments. He is contributing to many impact areas, including air and water quality,
transportation, utilities and socioeconomics. Mr. Jensen's other projects include managing a recently
awarded sustainability planning program for San Francisco International Airport, directing a group of
environmental management and information system projects for AT&T Corporation, supporting the U.S.
EPA on emergency response planning and business performance improvement in Mexico and a project
funded by the Mexican Economic Development Agency to develop a cluster of information technology
companies in Mexico.



Thomas C. Jensen

Mr. Jensen's responsibilities include developing a business area around environmental management and sustainable solutions for public and private clients. Core services include environmental management and impact assessment, energy management, and sustainable technologies.

Enterprise Futures Network, Inc., Sausalito, California, 2003 to 2005

Provided technology-based cluster planning, venture creation and development, and business planning and development services. Projects included helping a Bay Area economic development agency plan and develop a business park for a cluster of advanced materials businesses, marketing the park nationwide, and developing and implementing an acceleration service to assist businesses with planning, financing and technology commercialization. Also, worked with developers, cities, state agencies, leading corporations, financial institutions, top venture capital firms, and universities. Screened hundreds of candidate companies for venture funding and advised companies in water purification, packaging and information technology solutions. Supported technology and entrepreneurial development programs at Columbia University, London Business School, Stanford University, MIT and UC Berkeley. Served as core lecturer for UC Berkeley's Venture Design Program for two years.

As managing director and co-founder, Mr. Jensen provided venture and economic development and business planning services. Projects include supporting an eco-industrial park and an accelerator for advanced materials businesses that provides planning, financing and technology commercialization. Also, work with venture capital firms on screening hundreds of candidate companies and advise companies in water purification, packaging and information technology solutions. Support socially-responsible entrepreneurial and technology development programs at Columbia University, London Business School, the Massachusetts Institute of Technology, Stanford University and UC Berkeley.

Formatics Technologies, Inc., 2001 to 2003, Mill Valley, California

Co-founded a company that provided decision analysis software for manufacturing executives to optimize material and capital equipment purchases using total cost approaches (including environmental). Led company creation of this venture-backed company as a spin-off from SAIC, built initial management team, designed strategic sourcing software product, and lead customer engagements in the biotech and food industry resulting in short payback periods.

Science Applications International Corporation, 1990 to 2001, San Francisco, California

Managed an EIR/EA and lead a socioeconomic and hazardous materials analysis for a major Human Genome Research facility at Lawrence Berkeley National Laboratory/University of California. Also, organized and provided lead technical support for several public meetings.

Authored the mitigation monitoring program for a major Human Genome Research facility at

Lawrence Berkeley National Laboratory/University of California.

Managed a high level review of the EIS on a proposed dam (Auburn Dam) on the American River for the US EPA.

Lead an economic and socioeconomic review of the Central Valley Water Project under NEPA.

Principal investigator of a project for US EPA to develop checklists to help identify mitigation

opportunities for more than 50 development activities.

Lead analyst for an economic development authority, area businesses and a water utility to address a planned rate increase that resulted in saving millions of dollars annually for businesses by phasing in rate changes. Developed economic impacts to businesses under various rate scenarios.

Analyzed traffic and other environmental impacts of a major flood control project in Corte Madera, California under CEQA and NEPA for the US Army Corps of Engineers.

Analyzed socioeconomic and other impacts for a modification to a major Bay Area chemical processing facility.

Developed and led a practice that helped hundreds of clients improve performance, reduce costs and serve customers better with management, operational and information solutions and technologies. Assessed, analyzed and consulted with numerous companies, municipalities, and federal operations.



- Conducted over 200 assessments of port operations, manufacturers, transportation maintenance and dispatch facilities, chemical waste management facilities, landfills, energy facilities, universities, hospitals and military installations.
- Authored environmental management and performance improvement plans for port operations, electric utilities, automotive plants, biotech firms, and military bases.
- Led several information technology projects including online customer relationship management and service systems that assess business and government customers across many operational best practices (e.g., automated answers, calculations), an Internet portal product for environmental, health, safety services delivered to clients that resulted in more efficient operations and lower cost integration of new acquisitions, a bilingual Internet portal to support sustainable business solutions, web-based knowledge systems for industrial operations, an online materials exchange system, and GIS applications for solid waste planning and Brownfield's' planning.
- Managed or supported numerous impact assessment, planning and regulatory projects regarding energy, water, waste and other types of developments. Examples include the UC Human Genome Laboratory, environmental and economic assessments for water storage and transfer projects, watershed plans and guidelines, and federal offshore air quality regulations, analyzing sustainability at ports.
- Designed and managed a unique energy management service for PG&E that bundled environmental and business consulting.
- Several innovative projects in the biotech and food industries applying clean production and industrial ecology, including membrane and other separation technology pilots to reduce costs and create marketable byproducts. Also, established a supply chain network for a food company to exchange byproducts among approximately 20 other companies.
- Led project for an economic development authority and consortium of food processors and other manufacturers that resulted in a utility rate freeze, saving the group millions of dollars.
- Regional Sustainability Projects: Designed, co-founded and directed two internationally and
 nationally-recognized public-private sustainable business partnerships, one for manufacturers along
 the U.S-Mexico Border that was recognized by former President Clinton as a model for
 manufacturers along the Border, and the other in the Bay Area that won the State of California's
 Economic and Environmental Leadership Award. Developed Seattle area sustainable manufacturers'
 projects.

Jacobs Engineering Group, 1989-1990, Pasadena, California

Led nationwide Superfund strategy study for Chevron Corporation that resulted in cost savings and less liability by using innovative technologies, and strengthening regulatory strategies.

Exceltech, 1987-1988, Fremont, California

Led and supported hazardous materials and waste projects, including county waste management plans, EIRs, chemical accident planning, and an analysis of statewide current and future waste management capacity and technologies.

Sobotka & Co., 1984-1987, Washington, DC

Led EPA projects to create environmental technology and waste management programs.

Santa Barbara County, 1983-1984, Santa Barbara, California

Led economic study and supported major EIR and land use and environmental policies for oil development.

Thomas Savage

781 W. 7th Street, Claremont, CA 91711 909-447-6431 bsavage@lacorps.org

SKILLS SUMMARY

Senior Director with extensive experience in youth development. Skilled in securing federal, state, and local youth development and work grants/contracts. Excellent background scheduling crew based work and in non-profit agency budgeting. Familiar with OMB circulars and other regulatory requirements by granting agencies. Experienced in developing and implementing work/learn programs for young adults with an emphasis in environmental restoration and mitigation work. Extensive employee management experience with a familiarity in labor law.

EMPLOYMENT

Senior Director of Conservation Programs-Los Angeles Conservation Corps

July 2004-present

Los Angeles, CA

Directly manage a budget of over \$8.0 million in a community based work/learn program for young adults, that includes the direct management of up to 40 different contracts with Fede State, and local funding sources. The program works in conjunction with a state accredited charter high school.

Design and develop environmental work/learn projects to generate revenue for the organization and enhance the environmental knowledge of the program participants.

Work in conjunction with executive management staff to formulate policies and advance the direction of the organization.

Manage a staff of 5 and indirectly manage a participant list of 150 on the implementation of various work and youth development projects. Work projects include the implementation of large scale urban tree planting projects, minor construction projects, major recycling project trail building, graffiti removal, fire fuel reduction, garden construction, riparian restoration a the building of municipal parks. Youth development projects include trainings in environmental remediation, youth leadership, work ethic skills, and job retention.

Direct the operations of the L.A. Conservation Corps South L.A. site and East L.A site, as well as satellite sites in Griffith Park and the San Bernadino National Forest.

Provide various learning opportunities for program participants that include construction skills, landscaping skills, leadership skills, and opportunities to engage in the betterment of their community.

Program Director-Los Angeles Conservation

July 1997-July 2004

Los Angeles, CA

Directly managed an operational budget of \$4 million dollars in community based work/learn programs for young adults aged 18 to 24. Work/learn projects consisted of large scale urban greening projects, city wide graffiti removal, trail construction and rehab, environmental remediation training, fuel reduction and construction.

Supervised a staff of 5 as well as indirectly supervised a participant list of 75 in environmental work/learn projects throughout the Los Angeles basin.

Oversaw the Los Angeles Conservation Corps 10,000 square foot South L.A. site and all of its operational needs, including maintenance and allocation of site resources.

Thomas Savage

781 W. 7th Street, Claremont, CA 91711 909-447-6431 bsavage@lacorps.org

EMPLOYMENT

Project Coordinator-Los Angeles Conservation Corps July 1994-July 1997

Los Angeles, CA

Coordinated various projects for work crews from large-scale graffiti removal projects to planting trees.

Developed, designed and implemented projects for urban and natural lands beautification.

Managed a staff of 3 and indirectly managed 50 part-time employees.

Coordinated youth development work/learn program.

Senior Teamleader-Los Angeles Conservation Corps February 1992-July 1994

Los Angeles, CA

Worked in an award winning youth development program as a mentor and leader.

Developed and implemented environmental field studies program for program participants.

Lead environmental work project for a crew of 14 middle school students.

EDUCATION

1988-1991 California State University, Long Beach

B.A., Recreation and Leisure Studies.

Emphasis, Outdoor Recreation

1986-1988 State University New York, Stony Brook

MAIA A. COLADONATO, P.E.

EDUCATION:

Master of Engineering, Environmental Pollution Control with a focus on Air Pollution, Pennsylvania State University, 1994

Bachelor of Science, Civil and Environmental Engineering, Cornell University, 1992

WORK SUMMARY:

Ms. Maia Coladonato has over 13 years of experience in recycling, waste prevention, composting education and environmental compliance. She is the Project Manager for the StopWaste Partnership, an award winning program of the StopWaste.Org (formerly the Alameda County Waste Management Authority), which offers business efficiency assistance to clients in Alameda County that want to reduce solid waste generation; supply and feedstock purchases; and energy and water consumption. Ms. Coladonato has assisted dozens of facilities by conducting on-site assessments; providing recommendations; implementing successful programs; and quantifying the results. Her track record includes the development of models for cost-benefit analysis as well as her work to spearhead increased efficiency and accuracy in the diversion measurement process. Her projects include market development work and waste prevention initiatives for both manufacturing and the legal sector. In addition to the commercial sector, Ms. Coladonato's experience includes both on the ground and analysis work for increasing multifamily recycling.

PROFESSIONAL EXPERIENCE:

Science Applications International Corporation, Environmental Engineer, April 2001 – present StopWaste Partnership, Alameda County, CA, StopWaste.Org, 2001 – 2009

- Program Manager for the StopWaste Partnership, a program of StopWaste.Org, providing technical assistance to Alameda County businesses interested in reducing solid waste generation, supply and feedstock purchases, and energy and water consumption.
- Facilitates planning, manages staff workload, performs budgetary analysis, develops and evaluate ways to increase program efficiency, and coordinate marketing efforts.
- Oversees a number of inter-related projects with budgets currently totaling \$350,000.
- Client Representative: conducts on-site assessments, functions as StopWaste-client liaison, prepares
 recommendation reports and develops cost benefit analysis tools for our clients.
- Assists in implementation of recycling and waste prevention projects: obtaining management support, identifying recycling vendors, develops and gives recycling presentations.
- Assisted in diverting over 104,960 tons (2001 2006) of waste from Alameda County Landfills.
- Provides support for a county-wide waste prevention initiative "Use Reusables". Tasks include: identifying opportunities, educating businesses on the benefits of reusables, preparing cost benefit analysis and assisting clients in procuring appropriate containers or pallets.

Multifamily Evaluation Report, Alameda County, CA, StopWaste.Org, 2007 - 2008

- Evaluating multifamily programs in all Alameda County jurisdictions including outreach program materials and frequency of distribution, data reported, franchise requirements and best practices.
- Assessing StopWaste.Org's multifamily grant assistance program and collected data.
- Preparing summary profiles of each jurisdiction's multifamily recycling program and practices.
- Estimating multifamily participation levels and tonnage levels in each city.
- Producing recommended best practices including frequency and effort required to implement a successful programs by reviewing other multifamily recycling programs and guidelines.
- Recommending implementation requirements for a multifamily food scrap collection program.

As-Needed Recycling Assistance, Emeryville, CA; City of Emeryville, CA, 2006 to 2007

- Assisting the City of Emeryville prioritize their efforts for their Multi-family Dwelling (MFD) program. Tasks include conducting garbage and recycling surveys at the majority of the MFDs.
- Drafting construction and demolition recycling ordinance for City Staff.

Multi-family Housing Recycling Implementation, City of Concord, California, 2003

- Recruited apartment complexes for a recycling pilot project.
- Presented recycling information to tenants for Recycling Program "Kick-Off".
- Implemented incentive program as a way to highlight the program and reward participants.

Legal Paper Waste Prevention Project, Oakland, CA, California Integrated Waste Management Board and Gary Liss Associates,

- Initiated paper waste prevention case studies of private law firms for distribution in the legal community.
- Created Fact sheets for courts, private law firms and state law offices.
- Developed presentations for CIWMB on waste prevention and recycling in the legal community
- Implement recycling with a private law firm.
- Pro-actively worked with the CIWMB Project Manager to develop a revamped strategy and scope that was able to be accomplished within in the limited budget.

LinkUp Program, King County, WA; King County Department of Natural Resources, 2005

- Project Lead interfaced and fostered relationship with LinkUp Partner.
- Developed assistance proposal to facilitate LinkUp partner success in marketing their recycledcontent product
- Conducted research into market for recycled-content products, competitors and specifications for materials.

Environmental Protection Agency, Office of Research and Development, National Risk Management Research Laboratory, Development of Sustainability Document, 2005

- Provided support to EPA to develop a sustainability assessment and analysis document that will serve as a basis for the development of the NRMRL Multi-Year Plan (MYP) for Sustainability.
- Researched and summarized information regarding the sustainability of the *Built Environment*.

Staten Island Botanical Garden, Compost Project Director, Aug. 1998 - Sept. 2000

- Fostered community relations and oversaw the on-site compost facility.
- Organized and hosted NYC's largest one-day compost bin sales events.
- Developed public relations strategy, conducted workshops, and coordinated all logistics.
- Created, launched and taught the Master Composter Certificate Course in New York City.
- Developed the curriculum and assisted in writing the associated course materials for a composting course that instructed participants on how to teach about composting to those in their communities.
- Assisted in taking the pilot project to all five boroughs of New York City.
- Produced bi-annual newsletter on organic approaches to landscaping.
- Managed an on-site composting program for landscape and foodservice businesses.
- Created educational literature on composting for all ages and technical backgrounds.

| 1997 – 1998 | Environmental Engineer, Enviro-Sciences, Inc, Mt. Arlington, NJ |
|-------------|--|
| 1994 1996 | Assistant Environmental Engineer II, Roy F. Weston, West Chester, PA |

MISCELLANEOUS:

Professional Engineer, Civil Engineer in the State of California, #C71158, exp June 30, 2009 Air and Waste Management Association – Member Northern California Recycling Association - Member Intermediate conversation and writing ability in Tagalog (Filipino)

Emily E. Miggins

EDUCATION

BA: Undergraduate & graduate studies were accomplished at L.I.U./Brooklyn-Global College & United Nations Graduate Advanced Certificate Program.

SUMMARY OF WORK EXPERIENCE

Emily Miggins, Sustainability Consultant, specializing in Corporate Zero Waste Strategies that add profoundly to the triple bottom line. Miggins has worked closely with large players in the electronics & packaging recycling industry. She knows the 'ins and outs' intimately of reverse worldwide logistics with almost any material known to ecology, possessing the skills to conduct intensive life-cycle audits while providing Environmental Performance Indicators

PROFESSIONAL EXPERIENCE **Environmental Scientist, SAIC**

- Hired to service Alameda County Stop Waste Partnership
- Develop in depth Zero Waste Program offerings for municipalities/ clients
- Research & implementation of Carbon Neutral programs, Life Cycle Analysis

Environmental Consultant & Investor at Prairie Pulp & Paper

- Studied the feasibility of building North America's first, full-scale, non-wood pulp and/or paper mill in Manitoba Canada.
- Proposed mill would use recaptured agricultural residues such as flax straw and cereal straws instead of forests.
- Marketing analysis, US vendor outreach & partnership development, mill must produce and sell agri-fibre pulp and/or paper at prices equal to or less than the traditional wood-based papers. Non-wood papers are usually sold at 2 to 3 times the price.

Strategic Business Development, Recycling Strategies as Consultant-Timbron International

- Developing domestic infrastructure & collection systems for difficult to recycle plastics Polystyrene & Polypropylene
- Developed new markets/materials to strategically place into Timbron's pellet/product.
- Worked in coordination with CIWMB & American Plastics Council to develop collection pilot & infrastructure to be implemented in Sacramento & San Joaquin & Los Angeles metro areas. Launched PS collection concept at California State Fair, with media, and interactive educational display

West Coast Operations at ComCycle/AERC Recycling Solutions

- Managed West Coast Operations & Marketing for Com-Cycle, Inc. of. AERC Recycling Solutions, a national Universal Waste and CRT recycling company, offers a comprehensive Zero Waste service for commercial, institutional, municipal and government waste generators.
- Handled large companies and government clients concerned with appropriate disposal & recapture of assets via SB20/50 in State of California. Compiled monthly SB20/50 DTSC reporting and tracking, handled large toxic inventory reports
- Prepared marketing and recycling of all recaptured polymers, metals, and materials
- Com-Cycle, Inc. of. AERC Recycling Solutions, a national Universal Waste and electronic waste recycling company, offers a comprehensive computer and electronic recycling service for commercial, institutional, municipal and government waste generators

Recycling Projects Manager at San Francisco Conservation Corps



- Managed California Department of Conservation funding to implement recycling collections city-wide and in Presidio National Park & National Seashore.
- Worked with large team of at risk urban youth to bring them towards life management skills that would be beneficial in finding a job in the recycling industry or spark interest in individuals to aspire to higher education.
- Planned routing, fleet & operations via use of tools such as GIS, and conducting comprehensive waste auditing both large and small office complexes throughout the City of San Francisco
- Integrated Commingled Recycling to older single stream methods, including limited compost collections for large scale events in Presidio National Park and City Wide Events like the United Nations World Environment Day

Board Member, at GrassRoots Recycling Network (GRRN)

• GRRN is a national network of waste reduction activists and recycling professionals. GRRN sets ambitious standards for Zero Waste goals and policies. We provide opportunities for on-going meaningful participation in campaigns and build coalitions to achieve zero waste policies, businesses and communities

Fantastic 3, Coordinator at NORCAL Waste Industries/Sunset Scavenger

- Initial start up team member of Golden Gate Disposal & Recycling and Sunset Scavenger Companies' innovative and convenient citywide recycling program Fantastic 3, the most successful Zero Waste collection program in the US today. Charged with plastics diversion, and training on new route schematics, developing new relationships that were able to divert more waste from California's landfills, including the concept of Last Chance Depot where reusable goods were temporarily stored and diverted to local charities through onsite initiative and citywide Bulky Waste Collection
- Helped to market and develop commingled program; recycling bottles, cans, and paper together in one blue cart, physically rolled out programs to small business & residents including the launch of first national food scraps collection program for composting.
- Liaison with SF Environment and SF Board of Supervisors on behalf of Fantastic 3 Program

SPECIALTIES

- Bilingual Spanish
- Development of local government incentives and policies to achieve more waste reduction, including Extended Producer Responsibility
- Competitive analysis, State Funding, market development
 - * New product development
 - * Non-profit relations, inclusion
 - * Media, press release, public speaking



GIA BRAZIL

EDUCATION

MESM, Donald Bren School of Environmental Science & Management, University of California, Santa Barbara, Candidate 2009

B.A. Biology & B.A. Environmental Studies, University of California, Santa Cruz, 1998

SUMMARY OF WORK EXPERIENCE

Ms. Gia Brazil is an environmental scientist with over 8 years experience in outreach, coordination, management and technical assistance of projects in the areas of waste reduction and prevention, pollution prevention, organics diversion and environmental compliance. She has direct experience working with a wide array of businesses, residential developments and schools to increase recycling rates through outreach, program implementation, training and education. She served as a key team member for Alameda County's StopWaste Partnership for over 5 years. She was the project manager for the City of Emeryville's Multi-Family Dwelling Recycling Project and Small Business Recycling Technical Assistance Project. Additionally, Ms. Brazil has performed as the Deputy Site Manager for two EPA Superfund site providing litigation support, corporate research, identification of PRPs and fund recovery tasks. She has also assisted projects working on regulation compliance, Stormwater management and energy efficiency issues.

PROFESSIONAL EXPERIENCE

Science Applications International Corporation, Environmental Scientist (2002-Present)

Team member of the StopWaste.Org Multi-Family Dwelling Evaluation and Recommendations Project: Develop and conduct surveys with Alameda County jurisdictions, evaluate current state of StopWaste.Org's multi-family dwelling grant assistance program and make recommendations for program improvement.

Project Manager for the City of Emeryville Multi-Family Dwelling (MFD) Recycling Project: Conducted baseline garbage and recycling waste audits, provided technical support to increase recycling rates within MFD community, coordinated staff, engaged in regular contact with the client and maintained contract budgets.

Project Manager for the City of Emeryville Improving Commercial Recycling Project: Provided technical assistance to small and medium-sized business to increase recycling participation by performing site visits, generated recommendations, offered implementation assistance and worked with haulers to find the best match given the businesses' specific set of circumstances. Maintained regular contact with the client, maintained contract budgets, and coordinated staff.

Client Representative and team member of the StopWaste Partnership for StopWaste.Org (Alameda County Waste Management Authority): Conducted on-site assessments, implement environmental improvement programs, performed cost benefit analysis and provided waste diversion tracking techniques. Some clients include: IKEA, Caltrans, Amtrak, Toyota Logistic Services, Peet's Coffee & Tea, Golden Gate Fields Racetrack and Bay Street Shopping Center. Under the PG&E Energy component of StopWaste: Compiled and analyzed data from energy assessments, gathered information and compiled a "tools" manual for energy efficiency and assisted in the planning and content of a seminar for Small Business Energy Efficiency.

Outreach Coordinator for the **City of Concord Apartment Recycling Project**: Performed recycling roll out implementation at apartment complexes, which included: working with property managers to create rollout timelines, coordinating with the City of Concord and Concord Disposal to ensure availability of recycling materials, providing appropriate outreach material to complexes, and organizing SAIC staff to complete project objectives.

Deputy Site Manager for the U.S. Environmental Protection Agency's Omega Chemical Superfund Site: Interact with and respond to requests from EPA; organize staff; provide corporate research and address verification; generate reports on findings; coordinate EPA 104(e), General Notice and Settlement Letter mailings; and provide quality assurance/quality control support.



Deputy Site Manager for the U.S. Environmental Protection Agency's Casmalia Superfund Site: Perform Interact with and respond to requests from EPA, organize staff, coordinate corporate research and responsible party location efforts, and provide quality assurance/quality control support.

Port of Long Beach and Port of Los Angeles: Research, compose and complete award applications for the Ports' Clean Air Action Plan (CAAP). Coordinate with city staff to ensure completion and application deadlines.

Regulation and Compliance Researcher: Provided support to the AT&T Environmental Procedures Project: Reviewed and compiled state and federal regulations. Assisted in the development of compliance procedures and conducted compliance audits at AT&T facilities.

Waste Reduction Specialist for the California Integrated Waste Management Board's Legal Paper Waste Project: Conducted interviews of law office personnel regarding existing in-house paper waste disposal practices, investigated ways to encourage reduction of paper use in law office business sector, and composed case studies and bulletins on paper waste reduction techniques in the legal sector.

Researcher for the **Port of Oakland Stormwater Management Project**: Conducted current and anticipated stormwater regulation research, identified a variety of Best Management Practices for post-construction site stormwater management, compiled materials to create the Port of Oakland's "Stormwater Regulations and Guidelines Library" and assisted in the development of an SAIC presentation to Port engineers on post-construction site stormwater management planning.

Sunset Scavenger Company, Commercial Recycling Specialist, San Francisco, CA (2001)
Conducted outreach to San Francisco business owners. Evaluated cost efficiency of various waste reduction and recycling plans. Assisted commercial customers with planning and implementation of new recycling programs. Maintained customer accounts. Provided green waste diversion assistance to schools within the City.

City and County of San Francisco Recycling Program, Organics Recycling Associate, San Francisco, CA (2000-2001)

Negotiated and managed waste diversion grants and contracts. Developed, coordinated and maintained waste diversion and recycling programs. Conducted outreach and provided assistance to businesses, institutions and other agencies. Produced public outreach educational materials. Responded to inquiries about organics recycling options in San Francisco.

California Department of Fish and Game, Fish and Wildlife Scientific Aid, Davis, CA (1999)
Stationed full-time on a project at University of California, Davis which investigated the effects of water removal rates from the Sacramento Delta on threatened and endangered juvenile fish species. This included conducting experiments, collecting and analyzing blood samples, analyzing water quality, and compiling and analyzing data.

Marine Mammal Center, Marine and Environmental Educator, Sausalito, CA (1997)

Taught educational programs for students from pre-kindergarten to college level. Lead environmental awareness beach clean-ups. Wrote and prepared high school environmental education labs and other educational materials.

MISCELLANEOUS:

Woodhull Institute for Ethical Leadership Alumni Member of the Northern California Recycling Association Spanish: Intermediate writing and speaking proficiency



Robert Skillman

2824 S. Main St., Los Angeles, CA 90007

EMPLOYMENT HISTORY:

6-1-01 to Present

Los Angeles Conservation Corps 2824 S. Main Street

Los Angeles, CA 90007

Job Title: Senior Program Manager

Job Description: The Los Angeles Conservation Corps (LACC) is a private non-profit corporation that hires middle students and young adults ages 18-23 to perform community improvements and conservation work while participating in personal, career and educational development programs. LACC participants build trails, plant trees, abates graffiti/litter, make improvements to parks, day care centers, and local housing. As well as, provide recycling education/collection services to the greater Los Angeles area.

As a program Senior Manager I reported to the Environmental Service Director and supervised two to three Project Coordinators and approximately 12 Supervisor s who oversee 60 to 75 participants. I'm responsible for managing various LACC work contracts/grants, implementing them, and monitoring their progress. In addition, I'm responsible for monitoring the progress of the corpsmembers and their experiences on the projects.

5-1-00 to 6-1-01

Los Angeles Conservation Corps 2824 S. Main Street Los Angeles, CA 90007

Job Title: RACLA Coordinator

Job Description: The Los Angeles Conservation Corps' Recycling Across Los Angeles (RACLA) is a certified program collection glass, aluminum and plastic beverage containers, office paper, cardboard, mental and newspaper from local business, bars, restaurants and schools across Los Angeles County. RACLA corpmembers educate festival-goers and special event attendees as well as members of the general public to go beyond recycling and conserve natural resources at the source through reducing and reusing.

As the RACLA Coordinator I reported to the Program Manager and supervised two-three Crew Supervisors. I was responsible for the operations of LACC recycling programs, developing work projects and the program component of various grants, as well as coordination of corpsmember recruitment and selection functions.

11-1-99 to 5-1-00

LACC Clean & Green Youth Program 1403 S. Union Ave Los Angeles, CA 90015 Job Title: **Team Leader**

Job Description: LACC Clean & Green Program provides employment, leadership and service opportunities to young people in middle and high schools across the City of Los Angeles. The program operates in all 15 city council districts and employees over 2, 000 young people annually. The young people are paid to perform street and park beautification projects throughout the City and they voluntarily participate in field studies that teach them the important environmental issues.

As a Clean & Green Team Leader I reported to a Regional Coordinator. My responsibilities included supervision, work project coordination, recruitment, education support, and other leadership duties for a team of 8-10 program participates ages 13-16. The teams' work includes but not limited to community clean ups and beautification projects performed in conjunction with team members education and leadership development and the promotion of productive work and life skills.

EDUCATION:

San Diego State University

Major: Political Science

Minor: History

Degree: Bachelor in Arts (December 1998)

College of the Canyons

Major; Political Science

Degree: Associate in Arts (May 1995)

ACCOMPLISHMENTS:

3.92 GPA in Major, 3.59 cumulative GPA

Robert Skillman's background informa. 2824 S. Main Street Los Angeles, CA 90007

Job Title: Senior Program Manager

Job Description: The Los Angeles Conservation Corps (LACC) is a private non-profit corporation that hires middle students and young adults ages 18-23 to perform community improvements and conservation work while participating in personal, career and educational development programs. LACC participants build trails, plant trees, abates graffiti/litter, make improvements to parks, day care centers, and local housing. As well as, provide recycling education/collection services to the greater Los Angeles area.

Robert Skillman is a Senior Project Manager at the Los Angeles Conservation Corps (LACC). He has management responsibilities on a wide variety of LACC work contracts and grants, which entail development, implementation and monitoring progress of projects such as, park construction, graffiti abatement, build hiking trails, planting trees, overseeing large cleanups and fire & fuel reduction. For over 8 years Mr. Skillman has been the Manager of LACC's Department of Conservation's Bottle Bill grant. His responsibilities include overseeing the day-to-day collections of recycled materials from LACC's local business, bars/restaurants, schools, large venue/ special events, local parks and multi-residential accounts. Furthermore, Mr. Skillman develops and implements outreach programs designed to educate school children, festival-goers, special event attendees, as well as, members of the general public. These programs and services are designed to go beyond recycling by targeting the conservation of natural resource at the source through reducing and reusing.

Education

Bachelor of Arts Degree in Philosophy and Fine Arts, Amherst College

Professional Affiliations

Northern California Recycling Association

Alameda County Source Reduction and Recycling Board

Alameda County Local Task Force/Waste Reduction Advisory Board

City of Alameda Recycling Task Force

East Bay League of Conservation Voters

Californians Against Waste

Experience

Ms. Abbe is a recycling and solid waste management specialist and project manager with more than 18 years of experience in facility and collection procurement, contract negotiation, program planning, and financial analysis. She is an HDR vice president and the national practice leader in zero waste planning. She leads the sustainability services group, which focuses on zero waste planning, long term energy management and energy efficiency, renewable energy, green house gas accounting, water conservation, green building, and sustainable urban planning.

Ms. Abbe has worked with more than 50 communities and private sector clients to plan and develop their recycling and solid waste management programs. She is familiar with state of the art collection and recovery equipment and specifications, collection routing methods, and financing plans. As a member of the City of Alameda Recycling Task Force, she developed one of the first citywide residential single-stream collection programs. She has assisted jurisdictions in planning and implementing residential single-stream collection and residential and commercial food waste collection programs, including program planning, procurement, public outreach, technical assistance, and employee training. Project experience includes:

HDR|BVA EXPERIENCE

Solid Waste Integrated Resources Plan, Los Angeles, California, Project Manager. Leading the City's effort to develop a community-based approach to develop a stakeholder-driven zero waste plan. Phase 1 includes: conducting 36 workshops, three citywide conferences, 75 business interviews, 100 key constituent meetings, 36 grass roots house meetings; developing waste generation projections, policy, program and facility options, regulatory and legislative issues, infrastructure analysis, and guiding principles document. Phase 2 includes: developing a policy, program and facility plan, financing plan, implementation plan and Environmental Impact Report.

Zero Waste Operational Plan, City of Palo Alto, California. Project Manager. Developed a detailed operational plan identifying the policies, programs, and facilities that the City will need to reach 73 percent diversion by 2011 and 90 percent diversion by 2022. Tasks include: waste characterization analysis, program and facility descriptions, regional facility capacity analysis, economic analysis, and implementation plan.

Long Range Resource Recovery Facility Plan, County of Santa Cruz, California. Project Manager. Developing a long range plan for the development of resource recovery facilities for the County including: organics composting facility, construction and demolition facility, materials recovery facility and transfer station, and potential alternative technology for residual waste reduction. The County's Buena Vista Landfill is scheduled to close by 2015 and the County must maximize diversion of materials and identify long-term capacity for residual wastes. Tasks include: facility conceptual design, siting analysis, public meetings, and implementation plan.

Technical Assistance in Support of Rate Review, City and County of San Francisco, California. Project Manager. The City is currently planning the programs and facilities that will be needed to reach 75 percent diversion by 2010. The City's permitted hauler, Norcal Waste Systems, has submitted a rate application to fund these new programs and facilities. We are assisting the City in reviewing the application. Tasks include: operating ratio survey, diversion incentives review, diversion and disposal projections, biomass documentation, and disposal

modification application. We anticipate testifying before the rate board in support of the City's position on the rate review.

75 Percent Diversion Plan and Alternatives Analysis, Salinas Valley Solid Waste Authority, California. Project Manager. Currently developing a 75 percent diversion plan for the Salinas Valley Solid Waste Authority which will identify the programs and facilities needed to reach the Authority's goal of 75 percent diversion by 2015. Also conducting an alternatives analysis to identify 50 years of disposal capacity for the Authority through maximizing diversion, utilizing remaining capacity at existing Authority landfills, identifying alternative landfills outside of the Authority, developing alternative technologies to reduce the volume of residual wastes, and, potentially, developing new landfill capacity within the Authority region.

Programmatic Overview and Evaluation, Alameda Source Reduction and Recycling Board, California. Waste Reduction and Recycling Specialist. Profiled the existing diversion programs and plans for reaching 75 percent diversion. Profiled each of the countywide programs designed to assist the cities in reaching 75 percent, including outreach and education, organics facility capacity development, on-site organics programs, business assistance programs, school recycling programs, solid waste facility diversion programs and construction and demolition debris diversion programs. Performed an analysis of private sector recycling activity in Alameda County and identified service voids. Included recommendations to the Board for enhanced programs, facility development and strategies to reach 75 percent diversion.

Integrated Waste Management Planning and Implementation, City of Stockton, California. Project Director. Managed all of HDR|BVA's work for the City of Stockton, including preparation of the new base year study, hauler negotiations, and on-going recycling coordinator services. Tasks include: conducting business waste audits, developing and implementing apartment and school recycling programs, preparing waste reduction and recycling ordinances and policies for City Council adoption, preparing annual reports and other reports to the California Integrated Waste Management Board (CIWMB), promoting waste reduction and recycling through public outreach, performing other tasks as directed by the City's Solid Waste Manager.

Strategic Implementation Planning and Operations Analysis, Santa Cruz County and the Cities of Watsonville and Scotts Valley, California. Project Manager. Coordinated the efforts of a team of consultants selected to assist Santa Cruz County with planning diversion programs to reach 50 percent diversion. Managed procurement of solid waste and recycling collection and processing services for refuse, recycling, and yard waste. Developed a new franchise agreement and assisted with contract negotiations. Facilitated a series of workshops for the staff, the public, and elected officials to consider an array of policy approaches to procuring these services and maximizing recycling.

Compliance Order Implementation Assistance, Fresno County, California. Project Manager. Pursuant to a compliance order issued by the CIWMB, HDR|BVA is assisting the County to implement its Local Assistance Plan. Developed a strategic approach to providing solid waste, recycling and yard waste collection services in the unincorporated area of the County. Prepared a report identifying the alternatives including exclusive franchises, permit areas, and permit conditions. Developed a strategic approach to providing construction and demolition debris diversion in the County. Prepared a report identifying the alternatives including facility development, bans, regional ordinances and generator requirements. Presented the report

recommendations to stakeholders at a series of workshops and to the Board of Supervisors.

StopWaste Partnership, Alameda County Waste Management Authority, California. Client Representative. Part of a five-member consulting team that is in its first year of assisting the Partnership, which includes the Authority, Pacific Gas & Electric, East Bay Municipal District, and the Economic Development Alliance for Business. Provides solid waste diversion and waste prevention technical assistance to large- and medium-sized businesses and public agencies in Alameda County. The Partnership currently has more than 60 active clients, with the goal of diverting 7,500 tons per year through the development of ongoing relationships that begin with onsite assessments and development and implementation of recommendations, and to continue with monitoring and reporting of diversion. Developing 10 new clients in three business sectors. Providing organics technical assistance to large generators of organic materials.

Enhance and Improve Recycling Programs, City of Oceanside, California. Project Manager. Managed HDR|BVA staff in providing technical assistance to the City of Oceanside to improve recycling and reach 50 percent diversion. The tasks included: developing a work program, education and outreach materials, drafting a construction and demolition debris ordinance, reviewing and revising the City's solid waste code, working with the City's franchise hauler to develop programs, and identifying staff resources for program implementation. Drafting a recycling guide, construction and demolition debris resource guide, and a three-year recycling implementation plan were also a part of this program.

Food Waste Program Analysis, City of San Jose, California. Organics Specialist. Evaluated the City's food waste diversion program. Conducted waste generator audits, visual sorts at compost facilities, and interviews with program managers and generators. Developed recommendations to increase diversion while retaining program revenues.

Commercial/Industrial Recycling Plan, City of Fremont, California. Project Manager. Managed the development of the Fremont Commercial/Industrial Recycling Plan. Wrote plans for enhancing multi-family recycling, small business outreach, and medium to large business outreach. Also developed pilot project descriptions.

Recycling Technical Assistance, Gap Inc., San Francisco, California. In-House Recycling Coordinator. Provided on-site technical assistance in the environmental division at the corporate headquarters of a national retailer. Procured a recycling service provider for fluorescent lamp recycling at all stores. Evaluated the feasibility for installing cardboard balers at stores that generated large volumes of cardboard. Worked to streamline the company's "Green Dot" packaging reporting requirements for stores located in the Countries of Germany and France. Provided technical assistance enhancing recycling programs at company headquarters.

Waste Diversion Program Assistance, South Bayside Transfer Station Authority, California. Project Manager. Managed the project team and developed commercial and residential waste reduction and organics recovery programs. Provided technical assistance for program design and implementation of recycling, special waste, and composting programs. Provided an annual action plan for development of additional diversion efforts.

Construction and Demolition Debris Ordinance and Non-Exclusive Construction and Demolition Debris Franchises, City of Santa Rosa, California. Project Manager. Managed the application process for non-exclusive construction and

HR

demolition debris franchises, including the development and request for applications, the non-exclusive franchise agreement, drafting the construction and demolition debris ordinance, and making presentations to the City Council.

Construction and Demolition Debris Ordinance and Non-Exclusive Industrial Franchise Agreements, City of Santa Clara, California. Project Manager. Drafted the construction and demolition debris (C&D) ordinance for the City, including the report format and the C&D resource guide. Assisted the City in reissuing its non-exclusive industrial franchise agreements, including preparing the Request for Applications, updating the non-exclusive franchise agreement, and facilitating the vendors conference.

Waste Audits and Waste Generator Study, City of Los Angeles, California. Project Manager. As a subcontractor to SCS Engineers, managed the waste audit and waste generator tasks of the largest waste generation study to be undertaken in California. Trained City staff waste audit teams and organized and supervised over 500 waste audits. Currently managing the waste generator study and surveying randomly selected businesses on waste reduction and recycling practices.

Diversion Study, City of Montebello, California. Project Manager. Assisted the city in meeting AB 939 requirements through the preparation of annual reports and a waste diversion study. Identified and quantified source reduction activities, recommended additional diversion activities, interviewed commercial waste haulers and recycling businesses, and surveyed commercial businesses to establish waste diversion practices.

Waste Generation Study, City of San Jose, California. Project Manager. Managed the city's diversion study, including a materials handler survey, recycling center diversion, landfill and transfer station diversion, city waste prevention and recycling programs, and grasscycling documentation. Supervised the training of San Jose State University student interns who conducted 250 on-site waste diversion assessments and 400 business surveys.

Betsey N. Meyer

Senior Management Consultant

Education

Bachelor of Arts, Pre-Law, University of Florida, 1976

Professional Affiliations

California Resource Recovery Association, Member, 1991-Present

National Recycling Coalition (NRC), San Diego, Member, 1991-Present

Solid Waste Association of North America (SWANA), San Diego, Member, 2000-Present

Southern California Waste Management Forum, 2004present

Bio

Ms. Meyer is a Senior Management Consultant with over 18 years of experience providing technical assistance to businesses and local governments in the areas of solid waste, recycling, environmentally preferable purchasing, and green building. She also has extensive policy and program implementation experience in Zero Waste and sustainable business practices. Ms. Meyer has developed a large venue recycling plan for the Irwindale Speedway, performed waste and recycling assessments for the Imperial Irrigation District, developed a recycling implementation plan and directory for the Oregon Department of Transportation and assisted cities and business throughout Southern California with Zero Waste strategies and recommendations. She has worked with municipal, state and federal regulatory and legislative entities on recycling infrastructure development in seven Western states. Ms Meyer is actively involved in the California Resource Recovery Association, SWANA Founding Chapter and the So. CA Waste Management Forum.

Resume

Ms. Betsey Meyer is a senior recycling and waste management professional with more than 18 years experience in recycling technical assistance, community outreach, environmental marketing and business development. Ms. Meyer will assist with overseeing Los Angeles based staff in performing site assessments and program implementation.

Recent projects include:

Performed a waste assessment at the Irwindale Speedway and provided a report to the City of Irwindale that detailed specifics areas of improvement and targeted business technical assistance.

Conducted waste assessments at 25 businesses targeted by the City of Santa Clarita including Wal-Mart, Hyatt Hotel, Speedway Swap Meet, Ralphs Supermarket, Pep Boys, and Santa Clarita Motion Picture Studios. Manufacturers, warehouses, retail, hotel/conventions services, medical facilities and fast food/restaurants were recruited by phone and impromptu visits. Provided program recommendations, follow-up and technical assistance directly to businesses in the areas of source reduction, waste prevention, re-use and recycling.

Provided solid waste and recycling technical assistance to the Imperial Irrigation District. Audited their solid waste collection contracts, conducted waste assessments at the largest manned facilities, and provided recommendations for RFP language for metals and tire recycling contracts. Assisted the Accounting, Contracts and Purchasing Departments to improve and streamline both their solid waste accounting systems and track revenue derived from recycling. Designed a recycling program to be implemented district-wide.

Developed construction contract specifications, construction and demolition debris re-use and recycling plans, reporting and compliance forms and a Construction Waste Management Program Directory and Resource Guide to be used by the contractors working on Oregon Department of Transportation's Bridge Construction Program.

Performed a comprehensive sustainability assessment of a renovated green facility operated by Waste Management in Auburn, WA. including a waste and recycling audit. Organizational policies on Procurement and Recycling were reviewed and detailed observations and recommendations for sustainable policies and practices were presented to WM's senior engineering, operations, fleet services and sustainability managers.

Coordinated electronic waste recycling collection events for Best Buy, Starbucks, Waste Management, Hewlett Packard, and local governments which include the cities of San Diego, Seattle, Napa, and Los Angeles. Designed and produced public outreach and educational programs to inform consumers about proper handling of computers, televisions, and other items covered by universal waste regulations.

Implemented a public outreach and educational campaign on aerosol recycling through a public/private partnership between consumer product manufacturers (S.C. Johnson, Sherwin Williams, Lysol, WD-40) and the Ventura County cities (Simi Valley, Thousand Oaks, Oxnard, Ventura), Long Beach, and Los Angeles reaching 10 million residents in Southern California.

Organized and implemented community clean-up events to recycle energy intensive appliances in collaboration with Southern California Edison and various metals recyclers and non-profits. Events in San Diego, Solana Beach, Oakland, and Sacramento recovered over 7500 obsolete refrigerators, freezers and other house hold appliances from the waste stream.

Formed a strategic partnership with the City of San Francisco in the planning and implementation of a region wide Bay Area Shop Smart campaign to educate consumers on environmentally preferable purchasing behaviors. The message of reduce, reuse and recycle was communicated through point of purchase displays at Safeway stores, posters on public transit, bus kiosks, and through incentive based contests in schools.

Provided business technical assistance to Circuit City, AMC Theaters, SC Johnson Wax, PG&E, Safeway, Jeep, Del Monte, Nestle, and Sherwin Williams on developing. environmentally preferable consumer products and recycling programs. Ms. Meyer is an expert on domestic and global commodity markets for metals and plastics and has provided technical assistance to local governments, waste haulers, military installations and many other residential, commercial, and institutional generators.

AVYGAIL L. SANCHEZ

EDUCATION

Master of Arts Degree in Urban Planning, UCLA, Awarded June 2004 Bachelor of Arts Degree in Psychology, Mount St. Mary's College, Awarded May 2001

EXPERIENCE

HDR, Inc., Los Angeles, California Civic Affairs Coordinator 09/08-Present

- Represent HDR throughout Greater Los Angeles
- Attend Council, Board, and Commission Meetings regularly
- Assist in project coordination and support as necessary
- Serve as a point of contact for government, business, and other agencies
- Facilitate HDR participation and volunteerism throughout Los Angeles

HDR, Inc., Los Angeles, California

Waste Management Support Staff 10/07-06/08

- Los Angeles County Recycling and Waste Diversion Study
 - o Planned and Scheduled site visits Countywide
 - o Conducted over 100 site visits
 - Ouantified business waste and diversion rates for 2005 and 2006 data
 - Maintained database for years 2005 and 2006
 - o Prepared data report
- City of Irwindale, AB 939 Annual Reporting
 - o Met with city staff to review previous data reporting
 - o Conducted site visit to the Irwindale Speedway
 - o Prepared AB 939 report
 - Submitted report via online State reporting system
- City of San Francisco, Department of Recreation and Parks, Recycling and Composting
 - o Served as the point-of-contact for each target site
 - o Scheduled site visits
 - Assisted with document control

HDR, Inc., Los Angeles, California

Environmental Analyst 01/06-06/08

- Prepared Environmental Impact Review (EIR) documents pursuant to CEQA
- Conducted analysis of diverse proposed projects to develop design recommendations
- Tracked and implemented public review process according to CEQA guidelines
- Maintained a strong relationship with clients and anticipate their needs
- Supported waste management projects

Councilmember Antonio R. Villaraigosa, Council District 14

Field Deputy, 7/04-11/05; Council Aide, 7/03-7/04

- Provided constituent services, maintained services database, and managed casework
- Reviewed development proposals and facilitated community meetings
- Managed the completion of planning, land use, and community development projects
- Consulted and worked with architects, engineers, attorneys, and the public regarding land use
- Event planning and coordination
- Community outreach

Urban Planning Students Association

Co-Founder and Participant, 10/02-6/04

- Promoted student-to-student networks
- Facilitated student networking through social and educational activities

LANGUAGES

Spanish (Fluent)

COMPUTER SKILLS

Microsoft Office, SPSS, computer networking, CorelDRAW7, GIS, and Adobe Photoshop

Emilia A. Deimezis

EDUCATION:

B.S. Natural Resources, Cornell University, 2003

WORK SUMMARY:

Ms. Deimezis is a Client Representative and team member of the **StopWaste Partnership for StopWaste.Org** (Alameda County Waste Management Authority): She conducts on-site assessments, implement environmental improvement programs, perform cost benefit analysis and provide waste diversion tracking techniques. Some of her clients include: The Waterfront Office Complex, Krispy Kreme, and Chabot Space and Science Center.

PROFESSIONAL EXPERIENCE:

Science Applications International Corporation, Environmental Scientist, January 7, 2008-Present, Ms Deimezis is also a Researcher for StopWaste.Org Multifamily Recycling Evaluation and Summary Report: She reviews Multifamily Dwelling(MFD) recycling programs in Alameda County and create profiles, conducts interviews with model jurisdictions around the country, generate recommendations for MFD Food Waste programs, reviews StopWaste.Org's MFD grant program.

CAC Real Estate Management Co. Inc., Tenant Coordinator, February 12, 2005 - September 28, 2007

- Assisted Property Manager in Operations, Construction Management, and Leasing of 1000 Broadway, Oakland, a 320,000 sq. ft. Energy Star certified office building
- · Organized staff meetings, tracked progress on projects
- Revamped Recycling Program with the help of Stopwaste.org and increased diversion rates by 40% through the education of Tenants and Janitorial Staff. Was recognized by StopWaste.Org for the creativity of this program
- Developed and maintained relationships with a diverse group of tenants and vendors
- Planned and coordinated events and trainings for 1000 Tenants
- Championed sustainable initiatives such as alternative transportation and energy efficiency to staff and tenants through research and outreach
- Coordinated enrollment in SF Community Power's demand response energy program
- Initiated an energy audit and current retro-commissioning
- Designed and wrote tenant newsletter
- Provided phone, computer and general administrative support.
- Contracted outside vendors for maintenance, landscaping, and tenant repairs
- Generated invoices for accounts receivable, and coded invoices for Accounts Payable
- Aided in the production of Financial Reporting and Annual Operating and Capital Budgets

Ed Hardy San Francisco, Preparator, November 2004 - January 2005

- Maintained overall appearance of 5,000 square foot gallery and created eclectic displays
- Communicated with fellow employees using Microsoft Outlook and Access

Cornell University, Research Technician and Field Crew Leader, 1999-2002

- Led field crew sampling fish and chemistry for the NSF funded Lake Ontario Biocomplexity Project
- Collected data concerning bathymetry, water chemistry and food web dynamics.
- Provided assistance in GIS mapping of sampled watersheds.
- Conducted library research for literature reviews

Camp Bil-O-Wood, Counselor and assistant waterfront director, June -August 2000, 2003

- Led groups of campers on 3-5 day wilderness canoe trips
- Fostered the growth and development of a cabin of girls in camp



- Taught campers ages 7-17 in swimming, athletics and crafts
- Helped plan all-camp activities
- Collaborated in the organization of the aquatics program and substitute for head aquatics director

Appleton Antique Lighting, Inc., Retail Sales, 1995 - 2004

- Wrote winning proposals for lighting restoration at historic sites such as Harvard University and Boston University
- Created inventory and customer databases
- Consulted with customers on lighting decisions for their homes
- Provided general phone and office support

MISCELLANEOUS:

US Green Building Council (USGBC) Northern California chapter member 08/2007-present BOMA Oakland/East Bay Environment Committee Founding Co-Chairperson, 01/2007 – 10/2007 SPUR Sustainable Development Committee, member of Green Roof Task Force, 06/2006 – 03/2007 BOMA SF Recycling Committee 04/2005-03/2006 , San Francisco Bike Coalition Volunteer 2005-Present

Connie L. Chen Associate Environmental Planner

Education

Master of Environmental Science and Management, University of California at Santa Barbara

B.A., Economics, University of California at Berkeley

Experience and Current Responsibilities

Ms. Chen's experience is focused on current and environmental planning. She has experience in writing and preparation of Initial Studies, Mitigated Negative Declarations, Project, Program, and General Plan EIRs for several jurisdictions. Additionally, Ms. Chen has experience in performing site assessments and providing assistance to businesses regarding solid waste and recycling programs. Recent projects include:

- Conducted site visit and assessment of the Irwindale Speedway to assist them in the development of a recycling and solid waste plan
- Assisted in the preparation of the City of Irwindale 2006 AB 939 annual report
- Evaluated environmental issues associated with proposed tonnage increase at Compton Transfer and Recycling Station
- Provided technical analysis for utilities and solid waste generation/capacity on a variety of commercial and residential projects for over 20 clients.
- Conducted, researched, and compiled information on Ventura County's population growth, land use trends, transportation congestion, and associated environmental impacts and strategies. Issues include solid waste generation, landfill capacity and recycling programs for Ventura County Community Foundation, Ventura Civic Alliance. Information was obtained from over 600 community respondents including local citizens, public agencies, and businesses
- Researched and authored literature on environmental issues, best management practices and public policy concerning solid waste management, recycling, and green businesses for Earth Resource Foundation.

Professional Affiliations

American Planning Association and California National Association of Environmental Professionals







LA CONSERVATION CORPS

Recycling at the Corps

BACKGROUND

Established in 1986, the Los Angeles Conservation Corps is now the largest non-profit conservation corps in the nation. Since that time we have become a national leader in workforce development and alternative education for inner-city youth and young adults. The primary mission of the LACC is to provide at-risk young adults and school-aged youth with opportunities for success through job skills training, education and work experience with emphasis on conservation and service projects that benefit the community.

To date, LACC has helped over 700 young adults earn their diplomas or GEDs. The education program has also awarded more than \$1,000,000 in privately funded scholarships to over 600 past and current participants interested in pursuing higher education or vocational training. We have provided over 20,000 13 to 17 year olds with paid work experience while they were on vacation from school and 65,000 middle school students with after-school tutoring and enrichment activities; trained over 4,000 18- to 24-year-old youth for living wage jobs. The programs we offer our young people are as diverse as the communities we serve. Corpsmembers entering the LACC have the opportunity to receive their HS diploma through our state accredited alternative HS and our environmental education program has won several national awards. Each corpsmember entering the LACC receives support and aide via our supportive services department. Whether the issue is housing, substance abuse, legal aide, or procurement of a driver's license, our supportive services department provides one on one support. Corpsmembers entering the LACC have the opportunity to join various work crews and learn recycling and waste management, urban forestry, horticulture, construction, irrigation installation, habitat restoration, trail building, environmental remediation, community garden development and construction. Not only do our corpsmembers get the opportunity to earn wages, learn a trade, and serve their community, through many of our programs they also have the opportunity to receive HS or college credit and/or receive State certification.

Leading our participates is a dedicated team of highly trained and educated staff. Our qualified staff have extensive training in geographic information systems, natural resource management, irrigation installation and repair, arboriculture, landscaping, construction, trail building, habitat restoration, and other conservation related skills. Many of our staff have post graduate degrees in fields such as biology, natural resources management, business, law, social work, and education. The LA Conservation Corps

also employs staff that are licensed contractors, certified arborists, licensed counselors, vocational educators, and environmental specialists.

The LA Conservation Corps is best known for our conservation, environmental and community service work in Los Angeles County. Among our many conservation and environmental accomplishments over the last two decades, the Corps has: planted over 100,000 trees, removed 10 million square feet of graffiti; cleaned 400 blighted alleys; built 25 inner-city playgrounds; rescued 10,000 marine animals at our SEA Lab in Redondo Beach; restored 1000 acres of natural habitat; painted 75 murals to beautify local communities; taught 15,000 school children about recycling; and, recycled more than 15,000 tons of bottles and cans from a variety of venues and events throughout the county.

The Corps' current and past work projects contend with a varitey of local needs, provide multiple benefits for LA County youth and young adults, its residents, and its environmental community. Corps projects encompass ventures from the San Bernardino National Forest to the Channel Islands and the Owens Valley to Malibu.

The LA Conservation Corps and Recycling (1986 - present)

The California Department of Conservation, Division of Recycling (DOC) administers the California Beverage Container Recycling and Litter Reduction Act (Act) which governs the collection and recycling of California Redemption Value (CRV) beverage containers. Enacted in 1986, the Act established funding for certified community conservation corps to carry-out various recycling and litter reduction activities through the Community Conservation Corps Grant Program. The LA Conservation Corps was one of the first community conservation corps in California to become certified. As a certified community conservation corps, the Corps operates under the California Public Resources Code which stipulates certain program components be offered including conservation awareness, academic remediation, job specific skills and life skills training. Each year the Corps must maintain its certification by means of an annual certification review.

Over the years, with the support of the Community Conservation Corps Grant Program (Grant Program), the Corps' beverage container recycling program has grown and expanded it services. It now employs 20 full-time equivalent corpsmembers and five (5) staff. Three (3) Recycling Across Los Angeles (RACLA) crews provide regularly scheduled collections at more than 300 locations in 20 Los Angeles County Parks while servicing 256 different accounts each month in 12 routes in the cities of Los Angeles, Redondo Beach and Torrance. In July 2004 with grant funding from the Department of Conservation (DOC), the LA Conservation Corps served as the lead agency and grantee on behalf of the eleven local conservation corps in the state to improve collective capacity to collect, record and report on CRV beverage containers. The improvements came from the purchase and utilization of geographic positioning system (GPS), geographic information system (GIS) and fleet management technologies. The 3 year program took a universal "technology improvement" step to identify the efficiencies in

and local support for the Corps' recycling efforts within our communities. The program also provided the citizens of the State of California with accurate and detailed accountings of our recycling activities.

The Corps' beverage container recycling program focuses on collecting CRV beverage containers in places where they would not normally be collected for recycling, eventually ending up in local landfills but for the Corps' recycling program. The Corps' recycling program provides for recycling services at a variety of venues and events – local city, county and state parks, National Park Service, National Forest Service, Rose Bowl, USC football games, bars, restaurants and various governmental agencies – to facilitate the recycling of beverage containers away from home where people shop, work and spend their leisure time. Since FY 00/01, the Corps has recycled 935.5 tons of recyclable materials. In the last seven (7) months alone the Corps has recycled over 144,500 pounds of paper/fiber. Each week the LA Conservation Corps RACLA crews serve over 200 venues throughout LA County including:

- 15 apartment buildings
- 20 movie and television studios
- 45 schools
- 46 south bay parks
- 5 state parks
- 70 private businesses

In addition to serving established venues, the Corps also services over 40 special events every year including:

- The Environmental Media Association Awards
- USC Football games at the LA Coliseum
- UCLA Football games at the Rose Bowl
- The Rose Bowl
- The PGA Toshiba Golf Classic in Newport Beach
- The LA Marathon
- Redondo Beach Lobster Festival

The New LA Conservation Corps Recycling and Conservation Center

In January 2008 the LA Conservation Corps was awarded approximately \$1.8 million via AB 3056 from the California Department of Conservation, Division of Recycling to establish and build a new Corps recycling center.

Using FY 06/07 as the base year, a new Recycling and Conservation Center is expected to achieve the following outcomes by FY 10/11:

- Increase the number of crews and routes from three (3) crews and 12 routes to five (5) crews and 25 routes;
- Double the number of corpsmembers and staff assigned to work out of the Center by 2009;

- Increase the cumulative number of CRV containers collected from the 06/07 base year as follows: 07/08, 17%; 08/09, 52%; 09/10, 97%; 10/11, 156%; and,
- Maintain this level of containers collected each year.

In addition to more recycling accounts and collection sites, a larger Center will allow the Corps to explore other recycling and resource management programs to be operated out of the new Center as space allows. Other ventures to be explored include but are not limited to: E-waste, oil recycling, tire recycling, continuing the current fiber/paper program, and the addition of a Green Corps program. Finally, as space permits, other current Corps work programs may be co-located at the Center to improve work program efficiency, reduce crew travel time, and increase storage space and make better use of available office space and classrooms at South LA and other sites.

To develop a Recycling and Conservation Center, the Corps will employ multiple strategies to meet or exceed our desired outcomes. The expanded physical infrastructure at the new Center along with two (2) additional crews and the associated increase in collection time for the crews will enable us to accept additional recycling accounts. The Corps will be able to move beyond our current capacity and reach new accounts that we have been unable to serve in the past. First, the Corps will expand current services and serve additional schools, parks and public events. The Corps has identified 20 new LAUSD schools for our after school recycling program. We will expand our current collaboration with the LA County Department of Parks and Recreation to include additional County parks beyond the cities of Los Angeles, Torrance and Redondo Beach we currently serve. Expanded infrastructure will allow us to reach out to other cities in the South Bay such as Manhattan Beach and Hermosa Beach. We will also improve collections at public events we currently serve and plan to add others such as the new LA Live venue and the Staples Arena.

The new Recycling and Conservation Center will allow us to increase our focus on bars, restaurants and entertainment venues. We have a growing list of bars and restaurants that have indicated a desire to participate in our recycling program. As many as 15 new accounts will be added to our waiting list each month as we prepare to launch our new Center. Some of the prospective new accounts include CBS studios, NBC Universal, the LA Community College District, the Greek Theatre and the South Park Business and Community Improvement District. Some of the entertainment venues tentatively identified include the El Rey, House of Blues, Wiltern, Avalon, Troubadour, and the Knitting Factory. The Corps will continue to work closely with the City of LA in its zero waste plan which will result in many more requests to develop and implement recycling programs at new public facilities, small businesses, and both large and small consumer venues.

The addition of two (2) new recycling crews will help us increase collections by adding 8-10 additional routes each month to collect recyclable materials. Changing current crew work schedules from 4/10 hour days to 5/8 hour days will add 13 additional routes each month to collect recyclable materials. A new conveyor and sorting line of six (6) corpsmembers can sort in one day what it used to take a month to sort before the

expanded infrastructure. Finally, a new Center will allow the Corps to expand its recycling operations from four to seven days a week. Current discussions with Sony indicate there may be a need to operate a night crew to service its recycling program.

The Corps will track the amount of recyclables collected at each venue by individual collection sites. This data will be used to closely monitor and track specific crew outputs, maximize collections, provide crew training, and perform operational changes to ensure the greatest efficiency and outcomes possible. The Corps will also use GPS/GIS technology to assist in the monitoring of pick up locations, identify gaps in service, adjust numbers and locations of individual collection sites and determine the best routes for our crews to follow in collecting CRV containers.

Of course our success and expansion rests on the shoulders of the young people we serve. It is our corpsmembers who lead recycling presentations in schools and survey businesses for new recycling accounts. More than 35% of our corpsmembers are fluent in Spanish and it is their familiarity and tie with their community that both inspires them to serve and receive support from local businesses and community members. Each year LA Conservation Corps participants teach and lead over 30,000 LAUSD students in environmental education presentations, interpretive hikes/walks, and volunteer service events. Our mission is fulfilled by our corpsmembers who plant the trees that grow, work with volunteers that serve, interact with community members who care, and rescue wildlife that live so they, our corpsmembers, can grow, serve, care, and live.

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Significant Experience

Some Experience

28 May 2008

County of Los Angeles Department of Public Works 900 South Fremont Avenue Alhambra, CA 91803-1331

Attention:

Mr. Edwin Manoukian

Subject:

Memorandum of Insurance document for Agreement for "Smart Business

Recycling Program Services"

Dear Mr. Manoukian:

Cal Ols

Pursuant to the County of Los Angeles, Department of Public Works, Science Applications International Corporation (SAIC) is pleased to provide a Memorandum of Insurance (MOI) as it relates to the subject project, "Smart Business Recycling Program Services". An additional insured endorsement is provided for commercial General Liability policy.

Please feel free to call me at (858) 826-6455 if you have any questions or require additional information.

Sincerely,

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Gil Olivas

Senior Contracts Representative

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Science Applications International Corporation (SAIC) is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://www.saic.com/customer/moi/. The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

| BROKER | COMPANIES AFFORDING COVERAGE | | | | | |
|---|--|--|--|--|--|--|
| Marsh Risk & Insurance Services ("Marsh") | Co. A National Union Fire Insurance Company of Pittsburgh, PA | | | | | |
| INSURED | Co. B New Hampshire Insurance Company | | | | | |
| Science Applications International Corporation | Co. C The Insurance Company of the State of Pennsylvania | | | | | |
| 10260 Campus Point Drive, M/S D6 San Diego, CA 92121 | Co. D Underwriters at Lloyd's, London (A F Beazley #623 & #2623) | | | | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | LIN | ИITS |
|-----------|--|--------------------------------------|----------------------|----------------------|--|---|
| A | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY INCLUDING CONTRACTUAL LIABILITY (per ISO | GL 583-62-37 | 04/01/08 | 04/01/09 | GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE | \$ 10,000,00 \$ 2,000,00 \$ 1,000,00 \$ 1,000,00 |
| | Form CG0001 12/07) OCCURRENCE FORM | | | | FIRE DAMAGE (ANY ONE FIRE) MED EXP (ANY ONE PERSON) | \$ 1,000,00 \$ 10,00 |
| A | AUTOMOBILE LIABILITY | CA 160-74-27 (All Other States) | 04/01/08 | 04/01/09 | COMBINED SINGLE LIMIT BODILY INJURY | \$ 1,000,000 |
| | COVERING ANY OWNED AUTOS, HIRED AUTOS & | CA 160-74-28 (State of MA) | 04/01/08 | 04/01/09 | (PER PERSON) BODILY INJURY (PER ACCIDENT) | |
| A | NON-OWNED AUTOS | CA 160-74-29 (State of VA) | 04/01/08 | 04/01/09 | PROPERTY DAMAGE | |
| A | UMBRELLA LIABILITY UMBRELLA FORM | BE 5380756 | 04/01/08 | 04/01/09 | EACH OCCURRENCE AGGREGATE | \$ 10,000,000 \$ 10,000,000 |
| В | WORKERS COMPENSATION AND EMPLOYERS' | WC 192-88-33 (All Other States) | 04/01/08 | 04/01/09 | WORKERS COMP LIMITS EL. | STATUTORY \$ 3,000,000 |
| C | LIABILITY INCLUDES USL&H | WC 192-88-34 (CA) | 04/01/08 | 04/01/09 | EACH ACCIDENT EL DISEASE - POLICY LIMIT | \$ 3,000,000 |
| В | THE PROPRIETOR / PARTNERS / EXECUTIVE | WC 192-88-35 (MA) WC 192-88-36 | 04/01/08 04/01/08 | 04/01/09 04/01/09 | EL DISEASE - EACH EMPLOYEE | \$ 3,000,000 |
| | OFFICERS ARE: INCLUDED | (FL) WC 192-88-37 (OR) | 04/01/08 | 04/01/09 | | |
| В | | WC 192-88-38 (TX) | 04/01/08 | 04/01/09 | | |
| С | | WC 192-88-39 (WI) | 04/01/08 | 04/01/09 | | |
| | PROFESSIONAL LIABILITY | QF 021407 | 06/30/07 | 06/30/08 | EACH CLAIM AGGREGATE | \$ 10,000,000 \$ 10,000,000 |
| | INCLUDING CONTRACTOR'S POLLUTION LEGAL LIABILITY | · | | | AGUREGATE | \$ 10,000,000 |
| k | CLAIMS MADE BASIS | | | | | |

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

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BROKER INSURED

Marsh Risk & Insurance Services ("Marsh") Science Applications International Corporation

777 South Figueroa Street 10260 Campus Point Drive, M/S D6

Los Angeles, CA 90017 San Diego, CA 92121

ADDITIONAL INFORMATION

Please note that the above Liability policies are endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Additional Insureds under these policies. Additionally, coverage applies on a primary basis where required by contract, and, a waiver of subrogation is provided in favor of any person or organization required pursuant to the terms of any contract or agreement we enter into.

Should you wish to view these endorsements, or print a copy for your files, please click on the below links.

GENERAL LIABILITY ENDORSEMENTS:

Additional Insured - Where Required Under Contract Or Agreement (AIG Form 61712 (9/01))

Additional Insured - Managers or Lessors of Premises (Form CG 20 11 01 96)

Additional Insured - Lessor of Leased Equipment (CG 20 28 07 04)

Additional Insured - Vendors (Form CG 20 15 07 04)

Additional Insured - Primary Insurance (AIG Form 74434 (10/99))

Waiver Of Transfer Of Rights Of Recovery Against Others To Us (CG 24 04 10 93)

AUTOMOBILE LIABILITY ENDORSEMENTS:

Additional Insured - Where Required Under Contract Or Agreement (AIG Form 87950 (10/05))

Lessor - Additional Insured and Loss Payee (CA 20 01 10 01)

Insurance Primary As To Certain Additional Insureds (AIG Form 74445 (10/99))

Waiver of Transfer of Rights Of Recovery Against Others To Us (AIG Form 62897 (06/95))

WORKERS' COMPENSATION & EMPLOYERS LIABILITY ENDORSEMENTS:

Waiver of Our Right To Recover From Others

UMBRELLA LIABILITY ENDORSEMENTS:

Additional Insured – please note that because the AIG Umbrella Prime form #80517 05/06 policy definition of an Insured includes: "Any person or organization, other than the Named Insured, included as an additional insured under the Schedule of Underlying Insurance, but not for broader coverage than would be afforded by such Schedule of Underlying Insurance" that there is no separate Additional Insured endorsement applicable to this policy. Therefore, if you are an Additional Insured on the General Liability or Automobile Liability policies above, that status extends to the Umbrella Liability policy as well.

Transfer of Rights of Recovery (Waiver of Subrogation) – please note that because the AIG Umbrella Prime form #80517 05/06 policy states that "If, prior to the time of an Occurrence, you and the insurer of Scheduled Underlying Insurance waive any right of recovery against a specific person or organization for injury or damage as required under an Insured Contract, we will also waive any rights we may have against such person or organization." that there is no separate Waiver of Subrogation endorsement applicable to these policy. Therefore, if you are granted a Waiver of Subrogation on the General Liability, Automobile Liability or Employers Liability policies above, that status extends to the Umbrella Liability policy as well.

PROFESSIONAL LIABILITY ENDORSEMENTS:

Additional Insured - Where Required by Contract or Agreement

Waiver of Subrogation – please note that the policy wording states that "However, it is agreed that the Underwriters waives its rights of subrogation under this policy against any person or organization as respects Claims arising from Professional Services or Contracting Services provided under a contract to perform such Professional Services or Contracting Services which requires a waiver of subrogation, but only to the extent required by written contract. Therefore, if our contract requires we waive our rights of subrogation in your favor, the waiver extends to this policy.

NOTICE OF CANCELLATION:

Please note that due to the very large number of contracts that SAIC and its subsidiaries enter into each year, the above policies do not contain an endorsement obligating the insurer to provide any advance written notice directly to anyone but SAIC. However, insurers have endorsed their policy to provide SAIC with 90 days advance written notice of any cancellation (except 10 days for non-payment of premium) so as to enable SAIC to provide any required Notices to its customers in accordance with agreed to contract terms and conditions.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2008

forms a part of

Policy No. GL

583-62-37

issued to SAIC, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section 11 - Who is an Insured, 1., is amended to add:

- f) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy, or
 - 2. The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)