



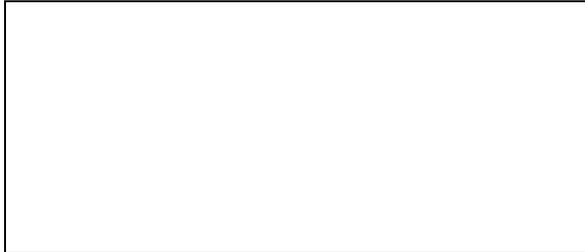
REQUEST FOR BID

SOLICITATION :  
RFB-IS-10200265-1

INTERNAL SERVICES DEPARTMENT

BID DUE:  
  
10/07/09 12:00:00 PM

Vendor No. :



RETURN BID TO ADDRESS BELOW

**INTERNAL SERVICES DEPARTMENT  
ISD - CENTRAL PURCHASING  
1100 N. EASTERN AVENUE  
RM 103 - BID ROOM - 1ST FLOOR  
LOS ANGELES, CA 90063**

BUYER : Linda Zhang  
BUYER PHONE : 323-267-2205  
DATE ISSUED : 09/28/09  
REQ. DEPARTMENT : IS  
  
AGENCY REQ. NO. : Recycl  
REQ. NO. :  
  
FISCAL YEAR :  
  
SCHEDULED BEGIN DATE :  
SCHEDULED END DATE :  
  
NUMBER OF COMMODITY LINES : 1  
  
PROCUREMENT FOLDER : 94959

**Recycling Services-EPS (Expanded Polystyrene/Styrofoam)**

TO BE COMPLETED BY VENDOR

1. DELIVERY WILL BE MADE IN \_\_\_\_\_ THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
2. CASH DISCOUNT \_\_\_\_\_% \_\_\_\_\_ DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
3. BID BOND ATTACHED: \_\_\_\_\_ CERTIFIED CHECK ATTACHED: \_\_\_\_\_ OTHER ATTACHMENTS: \_\_\_\_\_
4. BID REFERENCE NUMBER: \_\_\_\_\_ . (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
5. PLEASE REMOVE FROM THIS COMMODITY CODE: \_\_\_\_\_ .
6. FEIN OR SOCIAL SECURITY# REQUIRED: \_\_\_\_\_

**\*\* IMPORTANT \*\***

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/](http://CAMISVR.CO.LA.CA.US/WEBVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER:

TITLE:

DATE:

SIGNATURE OF BIDDER:  
(MUST BE SIGNED)

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<p>1. Invitations for bid are to be delivered to County Purchasing Agent by 12:00 noon on the date shown above; at which time it will be opened and, if requested, publicly read. Requests for Quotations are to be delivered to County Purchasing Agent by date and time shown above. There will be no public opening or reading of these quotations. (See title of quotation in top left-hand corner of this document.)</p> <p>2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.</p> <p>3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.</p> <p>4. Bid each item separately. Prices must be stated in units specified hereon.</p> <p>5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.</p> <p>6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.</p> <p>7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.</p> <p>8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.</p> <p>9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.</p> <p>10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.</p> <p>11. Section 2873 of the California Government code prohibits County from purchasing goods, wares or merchandise manufactured or produced or mined, in whole or in part, by state prisoners in states other than California, except prisoners on probation or parole. Your signature to your bid will be considered certification of full compliance with the Section.</p> <p>12. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.</p> <p>13. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.</p> <p>14. County shall not return bids for change/correction after receipt.</p> <p>15. Insurance, surety and performance bonds shall be in the amounts set forth hereon.</p> <p>16. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.</p> <p>17. Bids must include employer's identification number as assigned by the U.S. Treasury Department.</p> <p>18. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for (3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.</p> <p>19. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.</p>		

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<p>20. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.</p> <p>21. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.</p> <p>22. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.</p> <p>23. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).</p> <p>24. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.</p> <p>25. County reserves the right to negotiate price, terms and conditions with the selected vendor.</p> <p>26. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.</p> <p>27. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.</p> <p>28. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.</p> <p>29. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.</p> <p>30. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.</p> <p>31. Bidders are reminded to thoroughly review all solicitation documents.</p> <p>32. Prior to bid award, County reserves the right to request clarification of any bid.</p> <p>33. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.</p> <p>34. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: <a href="http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm">http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm</a>.</p> <p>35. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the 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" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.</p> <p>36. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p>37. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.</p> <p>38. Bidders/Proposers Adherence to County's Child Support Compliance Program Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).</p>		

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ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:  
TERMS AND CONDITIONS OF PURCHASE

1. CONDITIONS OF PURCHASE; This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. INVOICES; Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.
5. PAYMENT TERMS: Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges, Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. WARRANTIES; Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.
7. CANCELLATION; Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.
8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.
9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.
- 10.0 CONFLICT OF INTEREST:
  - 10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.
  - 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.
12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

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13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

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

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars (\$1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.

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<p>24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. 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. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.</p> <p>The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor 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 the Vendor pursuant to this Purchase Order.</p> <p>25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.</p> <p>26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.</p> <p>27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.</p> <p>28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.</p> <p>29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.</p> <p>The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.</p> <p>Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.</p> <p>30. SAFELY SURRENDERED BABY LAW: The 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <a href="http://www.babysafela.org">www.babysafela.org</a> for printing purposes.</p> <p>31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.</p> <p>As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with 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).</p> <p>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.</p>		

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32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm  
or  
Division of Labor Standards Enforcement  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The 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 No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes\_\_\_\_\_ No\_\_\_\_\_

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VENDOR'S RESPONSIBILITY AND DEBARMENT

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

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

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

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/Contract/sbeprog.html>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at:

<http://www.pd.dgs.ca.gov/smbus/default>

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**Local Small Business Enterprise Preference Program**

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

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at: <http://www.pd.dgs.ca.gov/smbus/default>

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov>

Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: \_\_\_\_\_

I AM NOT a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance or the federal CCR as of the date of this proposal/bid submission

I AM a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number is: \_\_\_\_\_

My Commercial and Government Entity (CAGE) code is: \_\_\_\_\_

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

Agency name	Minority	Women	Dis- Advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

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COUNTY OF LOS ANGELES

BIDDER'S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW, Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

\_\_\_\_\_ YES (SUBJECT TO VERIFICATION BY COUNTY) \_\_\_\_\_ NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ N/A (Program not available)

Bidder Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

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PROHIBITION AGAINST USE OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

\_\_\_\_\_  
VENDOR SIGNATURE

\_\_\_\_\_  
DATE

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LOCKOUT/TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

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JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lessor number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.
2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program)(Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, 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's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

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

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

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 in any 12 month period). 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 operations, 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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Part II: Certification of Compliance

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

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_



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"NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING/BIDDING COMPANY"

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit - Proposer's Organization Questionnaire/Affadavit. Failure of the Vendor to provide the information may eliminate its proposal/bid from any further consideration.

RESPONSIBLE DEPARTMENT

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Chief Administrative Office  
 Chief Information Office  
 County Counsel

DATE ISSUED / SUNSET DATE

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Issue Date: December 13, 2005

Sunset Date: December 13, 2009

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REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

\_\_\_\_\_

NAME	STATE	YEAR INC.
------	-------	-----------

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm?\_\_\_\_\_If yes,

Name of parent firm:\_\_\_\_\_

State of incorporation or registration of parent firm:\_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years:

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

\_\_\_\_\_

\_\_\_\_\_

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Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement

Check the appropriate box below:

YES  NO \_\_\_\_\_ years experience, within the last \_\_\_\_\_ years

YES  NO Willingness to consider hiring GAIN/GROW participant

YES  NO Complies with the County's Child Support Compliance

YES  NO Certifies intent to comply with County's Jury Service Program

YES  NO Declares intent to comply with County's Living Wage Program

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

Proposer's Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_ (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service  
Employer Identification Number

Title

California Business License Number

Date

County Vendor Number



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<p>Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:</p> <ul style="list-style-type: none"> <li>- Government Code 25501, et seq.;</li> <li>- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and</li> <li>- Section 24 of the County Charter.</li> </ul> <p>With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.</p> <p>The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.</p> <p><u>Review of Solicitation Requirements and Specifications</u></p> <p>A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received prior to the closing date of the solicitation.</p> <p>This request must itemize, in appropriate detail, each matter contested and a factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.).</p> <p>The Purchasing Agent will provide a written response to the requesting Vendor(s).</p> <p><u>Bid Protests</u></p> <p>In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:</p> <p>Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.</p> <ol style="list-style-type: none"> <li>1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.</li> <li>2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.</li> <li>3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.</li> <li>4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.</li> </ol> <p>There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.</p> <ol style="list-style-type: none"> <li>5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.</li> <li>6. The Purchasing Agent will respond to all bid protests in a timely manner.</li> <li>7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.</li> </ol>		

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Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity 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 an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

SPECIAL TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-10200265-1	
COMPANY NAME :	BID DUE: 10/07/09 12:00:00 PM	PAGE 24

ATTENTION: THIS IS A QUICK BID - PLEASE NOTE CLOSING DATE.

A bidders's conference is scheduled for:

Thursday October 1, 2009 @ 9:00 AM  
 Department of Public Works  
 900 S Fremont Ave, Alhambra Room  
 Alhambra, CA 91803

Attendance is not mandatory.

COUNTY RESERVES THE RIGHT TO SELECT THE BIDDER WHICH COUNTY DETERMINES IN ITS SOLE DISCRETION, TO BE THE MOST RESPONSIVE AND RESPONSIBLE BIDDER.

QUOTATIONS ARE REQUESTED FOR OUR REQUIREMENTS AS LISTED HEREIN, FURNISHED AS NEEDED FOR A PERIOD OF ONE (1) YEAR, RENEWABLE FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT.

OUR TOTAL CONSUMPTION AS SHOWN IN THE QUANTITY COLUMN, IS GIVEN FOR INFORMATION ONLY, AND WE GUARANTEE NO MINIMUM QUANTITY.

NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.

Does you company meet all the requirements stated in the Scope of Work - Exhibit A, B and C?

Yes \_\_\_\_

No \_\_\_\_

If you answered No, please state those requirements that you are unable to meet.

Bidders must return this completed RFB along with the attached Exhibits A, B, C and D.

SCHEDULED EVENTS	REQUEST FOR BID SO NO : RFB-IS-10200265-1	
COMPANY NAME :	BID DUE: 10/07/09 12:00:00 PM	PAGE 25

SCHEDULED EVENT NO : 1

EVENT DATE : 10/01/09 : Bidders' Conference

PRICE SHEET		REQUEST FOR BID			
		SO NO : RFB-IS-10200265-1			
COMPANY NAME :		BID DUE: 10/07/09 12:00:00 PM			PAGE 26
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	COMMODITY CODE: 926-77-00-0000000  Recycling Services-EPS (Expanded Polystyrene/Styrofoam)  Submit your bid per attached Scope of Work - Exhibits A, B, C and D.	47,800.00	LB		

**EXHIBIT A - SCOPE OF WORK**

**COUNTY OF LOS ANGELES  
EXPANDED POLYSTYRENE (EPS) RECYCLING PROGRAM**

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## EXHIBIT A - SCOPE OF WORK

### COUNTY OF LOS ANGELES EXPANDED POLYSTYRENE (EPS) RECYCLING PROGRAM

1. Introduction

To enhance environmentally beneficial solid waste management practices at County of Los Angeles (County) departmental operations, the County seeks to retain services from an independent contractor (Contractor) for collecting and recycling post-consumer Expanded Polystyrene (EPS) materials generated at selected County operations.

2. Definitions

For purposes of this contract the following definitions apply:

**County Facilities** - County owned and/or controlled locations which are participating in the EPS Recycling program as described in this Scope of Work and identified in Exhibit "B" hereto.

**Expanded Polystyrene (EPS)** – commonly known as Styrofoam® refers to expanded polystyrene foam, which can take the form of food containers or product packaging.

**EPS Food Containers** - means post-consumer food trays, plates, cups, take-out boxes, and other food-grade containers made from EPS, which have been used for their intended food service purposes and may contain food remnants.

**EPS Product Packaging** - means packaging materials made from EPS commonly used for cushioning items such as electronics, appliances, furniture, and others, for the purposes of efficient handling and protection against damage during shipping or transporting.

**Recycling** - means the process involving cleaning, breaking down, and heating of post-consumer EPS Food Containers; and forming resin from which consumer products are recreated; or the process involving breaking down and heating of post consumer EPS Product Packaging, and forming resin from which consumer products are recreated.

**County Program Manager (CPM)** – refers to one or more representative(s) of the County Facilities at which services are rendered.

**Program Manager (PM)** – refers to one or more representative(s) of the Contractor rendering the services in this Scope of Work.

3. Services by Contractor

Contractor shall perform the following services:

- (a) Provide EPS Collection Containers of sufficient capacity to contain all EPS Food Containers and EPS Product Packaging generated at each County Facility where required as identified in Exhibit "B".
- (b) Collect EPS Food Containers and EPS Product Packaging from the County Facilities.
- (c) Transport the collected EPS Food Containers and EPS Product Packaging for Recycling in accordance with all local, State, and Federal rules and regulations.
- (d) Recycle all of the collected EPS Food Containers and EPS Product Packaging in accordance with all local, State, and Federal rules and regulations.
- (e) Satisfy the reporting requirements contained in this Scope of Work.

4. Cost of Contract

Contractor shall perform the services in this Scope of Work at **no cost** to the County. All costs and expenses incurred by Contractor for EPS collection, transportation and Recycling and any other related services within this Scope of Work shall be paid exclusively by Contractor. County will not reimburse Contractor for any services provided within the Scope of Work.

5. Contract Term

The contract's initial term shall be for a period of one year commencing upon execution by the County. 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 three years. The County may give a written notice of intent to extend the contract at least 30 days prior to the end of each term.

6. Materials to be Collected

- (a) Contractor shall collect both EPS Food Containers and EPS Product Packaging at each County Facility and frequency identified in Exhibit B, or as otherwise directed by the CPM.
- (b) EPS Food Containers will be stored in trash bags prior to collection by the Contractor. The County will not form bales, stack, nor in any other manner consolidate EPS Food Containers.
- (c) EPS Product Packaging may be stored in trash bags or in loose piles, prior to collection by the Contractor. The County will not form bales, stack, nor in any other manner consolidate EPS Product Packaging.

7. Method of Collection

Contractor shall remove all EPS Food Containers and EPS Product Packaging that are placed within the designated collection containers at the County Facilities, and place the materials into Contractor-owned equipment for transportation to the Recycling facility as identified by the Contractor on Exhibit D.

8. Equipment and Personnel

Unless otherwise specified, Contractor shall provide all necessary permits, licenses, supplies, tools, equipment, personnel, and supervision to perform the services specified within this Scope of Work, in accordance with all applicable local, state, and federal regulations. Contractor personnel shall submit to background checks and are subject to County approval as provided in this Scope of Work.

The Contractor is responsible to maintain all necessary permits, licenses, equipment, tools and supplies required for the EPS Recycling service. Any loss or damage to Contractor's equipment, tools and/or supplies in the performance of this contract will be paid by the Contractor unless such damage or loss was caused solely by the conduct of County agents or employees.

9. Collection Sites

Collection sites for the respective County Facilities are identified in Exhibit B.

The County may, with Contractor's written approval, add additional County Facilities and/or collection sites, as identified by the County, to this contract.

Collections from additional County Facilities may be required to be performed on a routine basis or on an as-needed basis with Contractor's written approval under the terms of this contract. The County will identify CPMs, collection sites and frequencies for any added County Facilities and will require a kick-off meeting between the Contractor and CPM prior to commencement of service as provided in this Scope of Work.

Contractor, its employees, and agents will be granted access to County Facilities for collection of the EPS materials and/or for related services within this Scope of Work. Contractor shall have no tenancy, or any other property or other rights in County Facilities. While present at County Facilities, and at the sole discretion of the County, the Contractor's personnel may be accompanied by County personnel.

10. Frequency of Collection

Collection frequencies at the respective County Facilities are identified in Exhibit B. Changes in collection frequency at any County Facility may be approved by the CPM in writing for that Facility. **Preference is given to proposals that provide collection three times per week, but in all cases EPS Food Containers must be collected from each County Facility a minimum of once per week.** In all circumstances, EPS Food Containers that have exceeded 72-hours from the time of disposal must be collected and recycled into non-food grade materials.

11. Holiday Collection Schedule

(a) The County observes the following holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 <sup>th</sup>

(b) In the event any regularly scheduled collection day falls on these holidays, County and Contractor shall mutually select one of the following two Holiday Collection Schedules:

**Holiday Collection Schedule - Option 1:** Perform collections on the Saturday before the Monday holiday; or on the Tuesday before the Wednesday holiday; or on the Thursday before the Friday holiday.

**Holiday Collection Schedule - Option 2:** Perform collections on the day after the holiday. EPS Food Containers that have exceeded 72-hours from the time of disposal must be collected and recycled into non-food grade materials.

12. Quantities of EPS Materials

Exhibit B identifies **estimated** quantities of EPS materials that will be generated at the County Facilities.

The County cannot guarantee any minimum quantities of materials will be available for the Contractor at the time of collection. Quantities of EPS materials available at the time of scheduled collection depend on factors that are not within the control of County. The estimated quantities identified in Exhibit B are estimates only, and the County provides no guarantee of any minimum or maximum quantity of EPS material. The County is not liable to Contractor for any claims for lost profits or consequential other damage if the collection amount varies from the estimate provided in Exhibit B.

13. Container Provisions

Exhibit B indicates which, if any, County Facilities require collection containers for EPS material to be provided by the Contractor. Collection containers will be used by the County to store bags of EPS Food Containers and/or loose EPS Product Packaging for Contractor collection.

- (a) For those County Facilities that require the Contractor to provide collection container(s), Contractor will provide containers in appropriate quantities and sizes, as approved by the CPM, to be placed at each of the collection sites. The collection containers will be maintained as follows:
  - (i) Any EPS collection containers provided by the Contractor must be in good working condition and aesthetically acceptable to the CPM.
  - (ii) Each EPS collection container provided by the Contractor shall prominently and clearly display the name of the Contractor as well as the name of the contents for which it is intended.

- (iii) Any containers that have been damaged, rendered inoperative, vandalized by graffiti, or in any other form have become aesthetically unacceptable as determined by the CPM, must either be replaced, cleaned, or repaired by the Contractor, as directed by the CPM.
- (b) For those County Facilities where the County is providing collection containers, Contractor will perform collections from all container(s) that contain EPS materials as identified by the CPM. Access to any County-owned containers will be facilitated by the CPM. Contractor shall not move or remove any County-owned containers from their collection sites.

14. Certification of Weight and Affidavit of Recycling Report

On a quarterly basis, the Contractor shall submit the following to the CPM:

- (a) Certification of Weight
  1. Weight of EPS materials collected from each of the respective County Facilities.
  2. Weight of resin created from the materials collected from each of the respective County Facilities.
- (b) Affidavit of Recycling Report  
Types of recycled consumer products that have been produced using the resin created from the materials collected from the County Facilities; and if available, the quantities of the respective consumer products.

15. County Program Manager (CPM)

The County Program Managers (CPM) for the respective County Facilities are identified in Exhibit B. Only the identified CPMs for each Facility are authorized to request work of the Contractor as part of this contract. From time to time, the County may change the CPM. The Contractor will be notified in writing when there is a change in the CPM.

16. Program Manager (PM)

Contractor shall identify a Program Manager (PM) who shall be responsible for the performance of the work specified in this contract. Contractor shall also identify an alternate PM who shall act in the capacity of the PM in their absence. The PM or alternate PM shall be available to be contacted between the hours of 8:00 a.m. and 5:00, Monday through Friday.

The following information shall be provided, prior to commencement of the contract, for both the PM and alternate: name, phone numbers, e-mail address, and cell/pager/beeper (on Exhibit D). In the event there are any changes to the Project Manager, the CPM shall be notified, in writing, within 2 days of occurrence.

17. Kickoff Meeting and Contractor Performance Evaluation

The PM shall attend an initial project kickoff meeting with the CPM(s) and any other attendees designated by the CPM prior to commencement of services. Thereafter, any future meetings with the PM will be set by the CPM on an as-needed basis to review and discuss Contractor's performance. Evaluations will include an assessment of the Contractor's compliance with all Contract terms and performance standards and may involve inspections of Contractor's Recycling facilities and equipment at the sole discretion of the County. Any deficiencies by the Contractor, which the County determines as severe, persistent, and placing the program in jeopardy if not corrected, may be result in the termination or suspension of the contract in the sole discretion of the County. Written minutes of performance evaluation meetings will be prepared by the CPM and signed by both the PM and the CPM. Should the PM not concur with the minutes, the PM shall communicate any areas of non-agreement, in writing, to the CPM within 10 calendar days of receipt of the signed minutes. The minutes and any Contractor comments will be included in the County's contract file.

18. Inspections

(a) Inspections by County

The County reserves the right to inspect Contractor's Recycling facility and to review Contractor's records and documents related to this Contract at any time during the term of the contract, and during the Contractor's normal business hours except on legal holidays. Inspections may also be conducted prior to commencement of the contract. Inspections may be attended by the CPM and/or attendees designated by the CPM.

(b) Inspections by Contractor

Contractor shall provide routine inspections of work to ensure that Contractor's employees are performing the services in an acceptable manner. Written procedures for the inspection shall be submitted to the CPM in the bid proposal (on Exhibit D), and shall include: the name/title of the person(s) overseeing the inspection program; the name/title of the person(s) performing the inspections; locations of inspections; records/key

control logs; and acknowledgement by the Contractor that all inspection documents will be made available to the County upon request.

19. Record-Keeping Requirements

Records regarding Recycling of EPS Materials from County Facilities, including but not limited to inspection records as provided in Section 20.0, will be maintained by Contractor for a period of 5 years from its date of creation and/or as required by license, regulation or any local, state or federal law.

20. Non-Performance Remedies

In the event there are any discrepancies between the work specified in this Scope of Work and the Contractor's performance, the CPM shall be notified verbally of such discrepancies immediately.

The County will have the option to apply any the following non-performance remedies:

- (a) The CPM will determine whether a Contract Discrepancy Report would be issued by the County. In the event a Contract Discrepancy Report is issued, the Contractor shall respond in writing to the County within the time specified, acknowledging the reported discrepancies or presenting evidence to the contrary. Additionally, a corrective action plan for all deficiencies identified in the Contract Discrepancy Report shall be submitted subject to the County's approval. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitor methods to prevent recurrence.
- (b) Reduce, suspend, or cancel this contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- (c) Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice or without cause, as provided for in the contract.

21. Laws and Limitations

Contractor shall be required to comply with all applicable local, state and federal laws and regulations and to maintain all licenses, permits, etc. required by any governmental agency to perform the services provided herein.

22. Safety Requirements

The Contractor shall be knowledgeable of, and comply with, all applicable, OSHA, federal, state and local laws, regulations, and requirements regarding safety. In the event safety laws or regulations change during the term of this contract, the Contractor is required to comply as such laws come into effect.

The Contractor shall report via telephone and/or email, and provide a written record of all accidents and safety issues to the CPM and departmental facility manager within one hour of the incident. The written record shall include all available facts relating to each instance of injury.

If the County elects to conduct an investigation of the accident or mishap, the Contractor shall cooperate fully by assisting County personnel in the investigation until said investigation has been completed or the Contractor is released by the accident investigative authority, including but not limited to law enforcement or other safety personnel.

In the event of an accident, the Contractor shall take reasonable and prudent action to establish control of the accident scene, prevent further damage to persons or property, and preserve evidence until released by the accident investigative authority, including but not limited to law enforcement or other safety personnel.

23. Hazardous Material Indemnity

Contractor shall indemnify, defend (with counsel that County may select, at County's sole and absolute discretion), protect, and hold harmless the County and its special Districts, their Supervisors, officers, employees, agents, and successors and assigns (collectively, as Indemnitees) from and against all claims, damages (including, without limitation special and consequential damages), including punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, charges, penalties and expenses (including without limitation attorneys', engineers', consultants', and expert witness fees and costs) of any kind whatsoever paid, incurred, or suffered by or asserted against any Indemnatee (collectively, as the "Loss"), directly, or indirectly arising from or attributable to the presence or alleged presence, transport, arrangement or release of any Hazardous Materials (as defined below) relating to the services

under this agreement. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, as amended (CERCLA), and California Health and Safety Code Section 25364.

"Hazardous Materials" includes any contamination or any substance, material, or waste, which is or becomes regulated by any local governmental authority, the County of Los Angeles, the State of California, a regional governmental authority, or the United States Government, including, but not limited to, any material or substance, which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated byphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §13-17); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et. seq. (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et. seq.

24. Environmental Controls

The Contractor shall be knowledgeable of, and comply with, all applicable federal, state, and local laws, regulations, standards, and requirements regarding environmental protection and collection of Hazardous Materials. All environmental protection matters shall be coordinated with the CPM. In the event environmental laws or regulations change during the term of this Contract, the Contractor is required to comply as such laws as they come into effect.

25. County Approval of Contractor Personnel

At any time prior to or during the term of this contract, the County may require that all Contractor's staff, subcontractors and agents of Contractor performing work under this contract undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing work under this contract. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

In the event any of the Contractor's staff, subcontractors or agents, do not pass the background clearance investigation, the County may require that those individuals be removed immediately from performing any work under this contract at any time during the contract term. The County will not provide to the Contractor, subcontractors or agents, any information obtained through the County's background investigation. County may immediately deny or terminate County Facility access to Contractor's staff, subcontractors or agents who do not pass such investigations to the satisfaction of the County, or whose background or conduct is incompatible with County Facility access, at the sole discretion of the County. Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this section shall not relieve Contractor of its obligations to complete all of the work specified in this Contract's Scope of Work.

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including but not limited to the PM. Upon request by County, Contractor shall provide a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution, at the County's sole discretion.

26. Subcontracting

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

- (a) If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
  - A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- (b) The Contractor shall indemnify and hold the 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 the Contractor employees.

- (c) The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- (d) The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- (e) The CPM is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- (f) The 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 the County's consent to subcontract.
- (g) The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Prior to commencement of any work under this Contract, the Contractor shall ensure delivery of all such documents to:

Attn: Linda Zhang  
Internal Services Department  
1100 Eastern Avenue, Room G115  
Los Angeles, CA 90063

27. Insurance Coverage

- (a) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:
  - General Aggregate: \$2 million
  - Products/Completed Operations Aggregate: \$1 million
  - Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- (b) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- (c) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- (d) Contractors Pollution Liability:  
Contractor shall maintain Contractors Pollution Liability coverage with limits of not less than \$1 million each occurrence and \$2 million aggregate. Such insurance shall include completed operations coverage and name County as an additional insured.

28. Awards

At its sole discretion, the County reserves the right to make one award or multiple awards based on area, location, or other appropriate factors.

29. Bidder's Conference: A bidder's conference is scheduled for:

Thursday October 1, 2009 @ 9:00 AM  
Department of Public Works  
900 S Fremont Ave, Alhambra Room  
Alhambra, CA 91803

Attendance is not mandatory.

COUNTY OF LOS ANGELES - EXPANDED POLYSTYRENE (EPS) RECYCLING PROGRAM

**COLLECTION SITES AND SERVICES TABLE**

County Department: Sheriff's Department Facilities

County Program Manager (CPM): Mr. Marcos Rojas at (213) 974-9469 or [merojas@lasd.org](mailto:merojas@lasd.org)

	Facility	Schedule of Collection <sup>1</sup>	Estimated Quantities of EPS Food Containers Generated at Facility <sup>2</sup>		Container Provisions
1	<b>Pitchess Detention Center – Ranch Facility</b> Recycling center 19300 The Old Road Castaic, CA 91384	Minimum one time per week; (on Monday, Wednesday & Friday) Between 9:00 a.m. and 3:30 p.m.	5-Compartment Food Trays	6,800 lbs/yr	Three C-Containers: 8'W x 20'L x 8'H (two) 8'W x 10'L x 8'H (one) (provided by Sheriffs)
		8 oz. Cups	12,700 lbs/yr		
		12 oz. Cups	500 lbs/yr		
2	<b>Men's Central Jail (MCJ)</b> Kitchen Dock 441 Bauchet Street Los Angeles, CA 90012	Minimum one time per week; (on Monday, Wednesday & Friday) Between 9:00 a.m. and 3:30 p.m.	5-Compartment Food Trays	4,100 lbs/yr	One C-Containers with dimensions 8'W x 10'L x 8'H each (provided by Sheriffs)
		8 oz. Cups	7,600 lbs/yr		
		12 oz. Cups	250 lbs/yr		
3	<b>Twin Towers Correctional Facility (TTCF)</b> Tower I (Dock Area) 450 Bauchet Street Los Angeles, CA 90012	Minimum one time per week; (on Monday, Wednesday & Friday) Between 9:00 a.m. and 3:30 p.m.	5-Compartment Food Trays	4,100 lbs/yr	One C-Containers with dimensions 8'W x 10'L x 8'H each (provided by Sheriffs)
		8 oz. Cups	7,600 lbs/yr		
		12 oz. Cups	250 lbs/yr		
4	<b>Century Regional Detention Facility (CRDF) Kitchen Dock</b> 11705 Alameda Street Lynwood, CA 90262 Imperial and Alameda	Minimum one time per week; (on Monday, Wednesday & Friday) Between 9:00 a.m. and 3:30 p.m.	5-Compartment Food Trays	1,300 lbs/yr	(To be determined)
		8 oz. Cups	2,500 lbs/yr		
		12 oz. Cups	100 lbs/yr		

\*Notes:

1. For the Holiday Collection Schedule refer to Exhibit A - Scope of Work.

2. Quantities of **EPS Product Packaging** generated at County facilities are contingent upon receipt of any shipments of equipment, furniture, or other products by the County, and may occur on an undetermined and intermittent basis. This Table provides estimates only. Actual quantities available at the time of collections may vary without liability or obligation on the part of the County.

**COUNTY OF LOS ANGELES  
EXPANDED POLYSTYRENE (EPS) RECYCLING PROGRAM**

**MINIMUM REQUIREMENTS**

Contractor must meet the following minimum requirements:

1. The facility at which collected materials will be recycled must be located within 100 miles of any County Facility identified in Exhibit B, in order to minimize any environmental impacts associated with transportation.
2. Contractor, and any subcontractors, must have a minimum of three years experience, within the last five years, in providing similar services to collect and recycle both post consumer Expanded Polystyrene (EPS) Food Containers and EPS Product Packaging.
3. Contractor's Program Manager (CPM) must have at minimum of three years experience, within the last five years, in providing similar services to collect and recycle both post consumer Expanded Polystyrene (EPS) Food Containers and EPS Product Packaging.
4. Contractor must have all of the necessary permits and licenses to perform the services in the Scope of Work, in accordance with all applicable local, state, and federal regulations, including but not limited to the County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit.

COUNTY OF LOS ANGELES - EXPANDED POLYSTYRENE (EPS) RECYCLING PROGRAM

CONTRACTOR INFORMATION

Contractor Company Name: \_\_\_\_\_

**Program Manager**

Name:  
Phone:  
Cell:  
Email:

**Alternate Program Manager**

Name:  
Phone:  
Cell:  
Email:

. Do you have adequate equipment to transfer collected waste food containers from the County collection bins for transporting to the recycling facility? Yes\_\_\_ No \_\_\_

What type of equipment will be used?

. Inspection of Work:

Who in your company will be in charge of inspection? PM \_\_\_ Other \_\_\_

Name/title of the person(s) overseeing the inspection program:

Name/title of the person(s) performing the inspections:

Locations of inspections:

Types of written records to document inspections (ie: control logs, etc.) and attach sample form:

Frequency of inspection: Monthly \_\_\_ Quarterly\_\_\_ Other \_\_\_

Please describe your procedure for the inspection:

I acknowledge that all inspection documents will be made available to the County upon request.

Contractor Company Owner: \_\_\_\_\_

Program Manager: \_\_\_\_\_

Alternate Program Manager: \_\_\_\_\_

Inspection Manager: \_\_\_\_\_