COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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

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

July 14, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

IN REPLY PLEASE
REFER TO FILE: C-1

26 JULY 14, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

CONDUCT BUSINESS, EXECUTE AGREEMENT, AND SIGN AMENDMENTS AND REQUESTS FOR REIMBURSEMENT - STATE OF CALIFORNIA, CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD - SOUTHERN CALIFORNIA RUBBERIZED ASPHALT CONCRETE TECHNOLOGY CENTER (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to authorize the Director of Public Works or her designee to conduct business with the State of California, California Integrated Waste Management Board, execute an agreement for operation of the Southern California Rubberized Asphalt Concrete Technology Center, and sign requests for reimbursement in connection with the agreement, commencing upon approval, through May 15, 2012, at a cost not to exceed $200,000.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Department of Public Works' operation of the Southern California Rubberized Technology Center is exempt from the California Environmental Quality Act.

2. Approve and authorize the Director of Public Works or her designee to conduct business with the State of California, California Integrated Waste Management Board, on any and all matters relating to the Department of Public Works' operation of the Southern California Rubberized Technology Center including executing an agreement and signing requests for reimbursement in connection with the agreement, commencing upon the Board of Supervisors' approval, through May 15, 2012, at a reimbursable cost not to exceed $200,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or her designee to conduct business with the State of California, California Integrated Waste Management Board (Waste Board), enter into the attached agreement with the Waste Board for the continued operation of the Southern California Rubberized Technology Center (Technology Center), and sign requests for reimbursement in connection with the agreement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended action will help meet these goals by encouraging and facilitating the use of rubberized asphalt concrete and diverting waste tires from disposal at landfills, which will benefit the community.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The cost of the services to be provided is not to exceed $200,000, which will be reimbursed by the Waste Board under the terms of the proposed agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Rubberized asphalt concrete incorporates crumb rubber from waste tires thus diverting waste tires from potential disposal in landfills. For many years, the Department of Public Works (Public Works) has been a leader in the use of rubberized asphalt concrete among cities and counties in the State of California and has accumulated knowledge and experience of benefit and assistance to other users and potential users.

Since 1997, Public Works has operated the Technology Center under agreements approved by your Board of Supervisors with the Waste Board. The Technology Center provides information and training about the use of rubberized asphalt concrete to other government agencies and interested parties within the State of California.

The attached agreement, which is required by the Waste Board, will be reviewed by County Counsel prior to execution by the Director of Public Works.

ENVIRONMENTAL DOCUMENTATION

The operation of the Technology Center does not constitute a project as defined under Section 15378(b)(4) of the California Environmental Quality Act (CEQA) and meets the criteria set forth in Sections 15306 and 15322 of the State CEQA Guidelines. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemptions inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This service will encourage and reinforce the use of rubberized asphalt concrete, and help discourage the disposal of waste tires in landfills, thereby improving the quality of life for County residents.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Construction Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:JTS:ts

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
IWM08073
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Integrated Waste Management Board

CONTRACTOR'S NAME
Los Angeles County

2. The term of this Agreement is: August 17, 2009 through May 15, 2012
Or upon final approval signature.

3. The maximum amount of this Agreement is: $200,000.00
(Two hundred thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions *Viewable at www.ols.dgs.ca.gov/Standard+Language*	GTC 307 (03/28/07)
Exhibit D* – Special Terms and Conditions viewable at *www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf*	06/06*
Attachment 1 – Contractor Certification Clauses CCC-307	4 page(s)
Attachment 2 – Recycled Content Certification	2 page(s)
Exhibit E – Additional Provisions	1 page(s)
Exhibit F- Voluntary Statistical Data	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Los Angeles County		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick DeChellis, Deputy Director		
ADDRESS 900 S. Fremont Avenue Alhambra, CA 91803		
STATE OF CALIFORNIA		
AGENCY NAME California Integrated Waste Management Board		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Leary, Executive Director		☐ Exempt per:
ADDRESS 1001 I Street, Sacramento, CA 95814		

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EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with services as described herein.

2. The project coordinators during the term of this agreement will be:

CIWMB

Name: Nate Gauff
Phone: (916) 341-6686
Fax: (916) 319-7343
Email: ngauff@ciwmb.ca.gov

Los Angeles County
Construction Division
Name: Erik Updyke
Phone: (626) 458-4914
Email: eupdyke@ladpw.org

Direct all administrative agreement inquiries to:

CIWMB
Contracts Unit
Attention: Wendy Roberson
Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6120
Fax: (916) 319-7518
Email: wroberso@ciwmb.ca.gov

Los Angeles County
Construction Division
Name: Erik Updyke
Address: Construction Division, 8th Floor,
P.O. Box 1460
Alhambra, CA 91802-1460
Phone: (626) 458-4914
Email: eupdyke@ladpw.org

3. Statement of Work

INTRODUCTION/OBJECTIVES

The purpose of the Rubberized Asphalt Concrete Technology Center (RACTC) is to assist the California Integrated Waste Management Board (CIWMB) in meeting its RAC program goal of increasing the use of RAC by local governments. This Scope of Work (SOW) addresses the activities for the RACTC for the period of August 2009 through May 2012.

The Contractor shall:

1) Assist in RAC technology transfer and training activities for local government officials and staff as requested by the CIWMB's Contract Manager or MACTEC Engineering and Consulting, Inc. (MACTEC) or other CIWMB contractor(s).

2) Disseminate educational and informational materials on RAC as requested or approved by the CIWMB's Contract Manager.

3) Complete studies and investigations at the request of the CIWMB's Contract Manager. Evaluate for local government use, new products and/or processes that use tire rubber in pavement related applications.

4) Respond to telephone and e-mail inquiries.

5) Prepare and submit quarterly reports to the CIWMB.

TASKS IDENTIFIED

Task 1: Assistance in RAC Technology Transfer Activities
Consultation, technology transfer and training on RAC production, handling and construction processes will be provided for the staff of local governments through a separate CIWMB contract with MACTEC (or other contractor). The RACTC will work collaboratively with MACTEC (or other contractor) within the CIWMB's RAC program through "Government talking to Government," a successful, decade-old strategy in which RACTC staff share their experience and expertise in using RAC.

Task 2: Disseminate Educational/Informational Materials
This task may involve revision of existing materials, republication of existing materials or development and/or distribution of materials supplied by the CIWMB or MACTEC (or other contractor). The CIWMB's Contract Manager must approve all new and revised materials and final drafts prior to reproduction or dissemination.

Task 3: Studies and Investigations
When the need arises, studies and investigations involving the use of RAC and/or new materials using rubber in pavement applications may be completed with this task at the request of the CIWMB's Contract Manager. As barriers to the use of RAC with local governments are identified the CIWMB may request the Southern California RACTC to investigate possible solutions.

Task 4: Respond to Telephone and E-Mail Inquiries
RACTC staff will handle this activity and report the number of responses in the quarterly reports to the CIWMB.

Task 5: Quarterly Reports
The reports, which will provide "measurable performance" data, will include, but not be limited to, data on who was assisted and type of assistance provided (e.g., toll-free telephone inquiry, information request, consultation, training, etc.). Information will also be provided as to the number of publications and related information that are distributed as a result of Task 2. Reports are due on March 31, June 30, September 30 and December 31 of each year.

CONTRACT/TASK TIME

Task	Deliverables	Date
1	Technology Transfer Assistance	August 2009-May 2012
2	Technical Manuals and Bulletins; Informational Pamphlets, Facts Sheets, Booklets Distribution	August 2009-May 2012
3	Studies and Investigations	August 2009-May 2012
4	Monitor and Respond to Telephone and E-Mail Inquiries	August 2009-May 2012
5	Quarterly Reports (due 3/31, 6/30, 9/30, 12/31)	August 2009-May 2012

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

   A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

   B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

   California Integrated Waste Management Board
   Financial Assistance Branch
   1001 "I" Street
   P.O. Box 4025, MS-19A
   Sacramento, CA 95812-4025

   C. Each invoice submitted to the CIWMB must include the following information:
   - Invoice Number
   - Contract Number
   - Description of Rendered Activities/Services
   - Submitting Contractor's Address
   - Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of

5. California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

6. COST BREAKDOWN:

Task #	**Personnel Services:** (Do not include travel or overhead) estimated # of hrs needed for contract services multiplied by the individual or position rates per hr.. (Include name/position title and hours)				**Fringe Benefits** (Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	**Operating Expenses** (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	**Equipment Costs** (Include a description of equipment)	**Travel Expenses** (Include travel expenses and per diem. Rates are set at the rate specified by DPA)	**Overhead (This information must be provided)**	**Other** (any other specific breakdown required to sufficiently explain the budget costs)	**Total by Task**
	Name/ Position	$/Hr	Hrs	**Total $**							
1	Erik Updyke,										
	Senior Civil Eng.	150	150	22,500			Mileage, 3,500 miles @ $0.54 = $ 1,890	$ 3,110			**$ 27,500**
2	" "	150	30	4,500		Reproduction: $500					**$ 5,000**
3	" "	150	280	42,000		$ 100,000	Lab & Field $5,000	$ 2,500			**$ 149,500**
4	" "	150	60	9,000							**$ 9,000**
5	" "	150	60	9,000							**$ 9,000**

Total by Line Item	(Sum of Total $)							**GRAND TOTAL**
								$ 200,000

6. TRAVEL CLAUSE: All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq.. For this agreement, the Contractor's headquarters are located at 900 S. Fremont Avenue, Alhambra, CA. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

7. PAYMENT WITHHOLD: The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the CIWMB. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):
   1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):
   1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 9/08 for Contracts)

Recycled-Content Certification

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CIWMB Contract Manager.

This form to be completed by contractor. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name_____ Date_____
Address_____ Phone_____
Fax_____ E-mail_____ Web site_____

Product Manufacturer	Product Description / Brand	Purchase Amount ($)	[1]Percent Postconsumer Material	[2]SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

Print name Signature Company Date

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

   If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

EXHIBIT E

1. CONFERENCING PROVISIONS: The Contractor shall take any and all steps necessary to make sure the Event is a model for future recycling, waste prevention, diversion, buy recycled, and waste management events.

   A. Paper Products: All paper products used to fulfill the requirements of this Contract (name tags, badges, letters, envelopes, brochures, etc.) must contain at least 30% post-consumer recycled content fiber.

   B. Re-usable Cups, Plates, & Utensils: To the greatest extent possible, use reusable washable Utensils, dishes, tableware, and etc. rather than single use disposable products.

   C. Leftover Food & Beverages: All leftover food and or beverages associated with the event Will be donated to an established food donation outlet. The arrangements for the donation Must be made prior to the date of the event. If needed the CIWMB staff will assist the Contractor in identifying the donation outlets.

   D. Recycling/Composting: The arrangements must be made with the venue, sponsor, or by Contract to provide adequate collection bins for recyclables, organics (food waste) or Biodegradable materials and trash (non-recyclables). The bins should contain at least 30% post-consumer plastic. In addition, the Contractor shall work with the venue and/or sponsors to maximize diversion of the discarded materials.

   E. Soy-based Printing Ink: To the greatest extend possible, soy ink instead of petroleum based Inks should be used to print all documents for the event.

EXHIBIT F: VOLUNTARY STATISTICAL DATA
INFORMATION TO BE USED FOR REPORTING PURPOSES ONLY

Public Contract Code 10111, requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**. **Please return this form to the California Integrated Waste Management Board, Business Administration Office, P.O Box 4025, MS-19A, Sacramento, CA 95812, Attn: Colleen Rubens.**

The data you provide on this form should best describe the ***ownership of your business***. Ownership of a business should be determined as follows:

- For a business that is an individual proprietorship, partnership, corporation, or joint venture and at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Type of Business Transaction (check all appropriate boxes)

☐ Goods ☐ Services ☐ Construction

Total of Transaction: $_____ **FY (July 1-June 30) of Transaction** _____

Gender Classification

☐ Female
☐ Male

Race Classification- As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at http://www.whitehouse.gov/omb/fedreg/1997standards.html.

☐ American Indian or Alaska Native ☐ Asian
☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander
☐ Other ☐ White

Ethnic Classification-As defined in Public Contract Code Section 2051 (c)

☐ **Asian-Indian**- A person whose origins are from India, Pakistan, or Bangladesh.
☐ **Black**- Person having origins in any of the Black racial groups of Africa.
☐ **Hispanic**- Person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race.
☐ **Native American**- an American Indian, Eskimo, Aleut, or Native Hawaiian.
☐ **Pacific Asian**- A person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas.
☐ **Other**- Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.