



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

April 20, 2020

NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)

PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Solar Power Systems Maintenance Services (BRC0000135) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$50,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Mr. Dwayne Case at (626) 458-2575 or dcase@pw.lacounty.gov, or Ms. Anna Leung at (626) 458-4072 or aleung@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Public Works' "Do Business With Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.**

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE,

DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. The proposer must have a minimum of 5 years of experience performing solar power system maintenance and repairs on similar commercial or large-scale photovoltaic systems. **Subcontracting is not allowed for this minimum requirement.**
2. The assigned work supervisor must have a minimum of 5 years of experience performing solar power system maintenance and repairs on similar commercial or large-scale photovoltaic systems. **Subcontracting is not allowed for this minimum requirement.**
3. The proposer or subcontractor, in order to perform electrical maintenance, must have a valid and active State of California C-10 and Electrical Contractor's License at the time of proposal submission.
4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Proposer **and its subcontractors performing prevailing wage work** must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

There will be no proposers' conference held for this solicitation. The deadline to submit written questions for a response is **Monday, April 27, 2020, by or before 5:30 p.m.** Please direct your questions to Mr. Case or Ms. Leung. **The deadline to submit proposals is Monday, May 4, 2020, at 5:30 p.m.**

IMPORTANT NOTICE

Due to the closure of Public Works Headquarters for non-County employees, submission of proposals **will only be accepted electronically**. **Submission of hard copy proposals will not be accepted**.

PROPOSAL MUST BE SUBMITTED ELECTRONICALLY USING ONE OF THE TWO FOLLOWING METHODS:

Electronic Submission of Proposal

1. Proposals may be submitted via e-mail to Mr. Case at dcase@pw.lacounty.gov or Ms. Leung at aleung@pw.lacounty.gov, by or before the bid submission deadline.
2. In lieu of submitting hard copy proposals, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. Proposals received after the closing date and time specified in the Request for Proposals will be rejected by Public Works as nonresponsive.

April 20, 2020
Page 4

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA
Director of Public Works



DANIEL J. LAFFERTY
Deputy Director

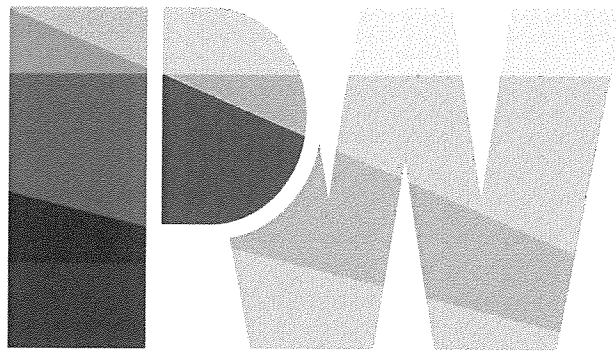
DC

P:\aepubl\Service Contracts\CONTRACT\Dwayne\On-Call Solar Power Systems Maintenance\01 RFP\01 RFP NOTICE 7-30-19.doc

Enc.

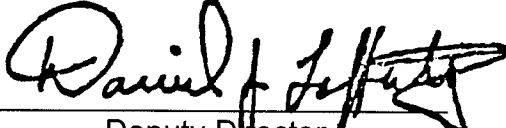
bc: Waterworks (Ariki w/o enc., Ferreccio)

LOS ANGELES COUNTY
PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
ON-CALL SOLAR POWER SYSTEMS MAINTENANCE
SERVICES (BRC0000135)



Public Works
LOS ANGELES COUNTY

Approved April 16, 2020
MARK PESTRELLA
Director of Public Works

By: 
Deputy Director

REQUEST FOR PROPOSALS
FOR
ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)
TABLE OF CONTENTS

PART I

SECTION 1 – INTRODUCTION

- A. Proposers' Conference
- B. Minimum Mandatory Requirements
- C. Contract Analyst
- D. Child Support Compliance Program
- E. County Rights and Responsibilities
- F. Defaulted Property Tax and Reduction Program
- G. GAIN and GROW Programs
- H. Indemnification and Insurance
- I. Injury and Illness Prevention Program
- J. Interpretation of Request for Proposals
- K. Jury Service Program
- L. County's Preference Programs
- M. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company
- N. Prompt Payment Program
- O. Proposer's Charitable Contributions Compliance
- P. Proposal Requirements and Contract Specifications
- Q. Security and Background Investigations
- R. Vendor Registration
- S. Time Off for Voting
- T. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization
- U. Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking
- V. Method of Payment and Required Information
- W. Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices
- X. Community Business Enterprise Participation
- Y. Prevailing Wage

SECTION 2 – PROPOSAL PREPARATION AND SUBMISSION

- A. Proposal Format and Content Requirements
- B. Proposal Submission

SECTION 3 – GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

- A. Acceptance or Rejection of Proposals
- B. Altering Solicitation Document
- C. County Responsibility
- D. Determination of Proposer Responsibility
- E. Disqualification of Proposers
- F. Gratuities
- G. Knowledge of Work to be Done
- H. Notice to Proposers Regarding the Public Records Act
- I. Notice to Proposers Regarding the County Lobbyist Ordinance
- J. Opening of Proposals
- K. Proposer Debarment
- L. Proposal Prices and Agreement of Figures
- M. Proposer's Safety Record
- N. Qualifications of Proposer
- O. Qualifications of Subcontractors
- P. Safely Surrendered Baby Law
- Q. Term of Proposals
- R. Truth and Accuracy of Representations
- S. Wages, Materials, and Other Costs
- T. Consultant Independent
- U. Conflict of Interest
- V. Acceptance of Terms and Conditions
- W. Contractors with Unresolved Disallowed Costs

SECTION 4 – EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

- A. Award of Contract
- B. Final Contract Award by Board
- C. Evaluation of Proposals
- D. Pass/Fail Review
- E. Evaluation Criteria
- F. Negotiation

SECTION 5 – PROTEST POLICY

- A. Protest Policy Review Process
- B. Department Level Reviews
- C. Solicitation Requirements Review
- D. Place to Submit Requests for Review
- E. Disqualification Review
- F. Debriefing Process
- G. Proposed Contractor Selection Review Process
- H. County Independent Review

FORMS

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request a Solicitation Requirements Review
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Proposer's Compliance with the Minimum Requirements

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance

PART II

SAMPLE AGREEMENT FOR ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)

EXHIBITS

- A. Scope of Work
 - A.1 Schedule of Prices
[Successful Proposer's Form PW-2, will be incorporated here]
- B. Service Contract General Requirements
 - Section 1 - Interpretation of Contract
 - Section 2 - Standard Terms and Conditions Pertaining to Contract Administration
 - Section 3 - Terminations/Suspensions
 - Section 4 - General Conditions of Contract Work
 - Section 5 - Indemnification and Insurance Requirements
 - Section 6 - Contractor Responsibility and Debarment
 - Section 7 - Compliance with County's Jury Service Program
 - Section 8 - Safely Surrendered Baby Law Program
 - Section 9 - Social Enterprise Preference Program
 - Section 10 - Local Small Business Enterprise Preference Program
 - Section 11 - Disabled Veteran Business Enterprise Preference Program
 - Section 12 - Compliance with County's Defaulted Property Tax Reduction Program
 - Section 13 - Prevailing Wages
- C. Internal Revenue Service Notice 1015
- D. Safely Surrendered Baby Law Posters
- E. Defaulted Property Tax Reduction Program
- F. Performance Requirements Summary
- G. Aerial Map
- H. Location Map
- I. Schematic Map I
- J. Schematic Map II
- K. Vicinity Map
- L. EEP-111 Solar PV Systems Maintenance Log

- M. PV Commissioning Manual
- N. ISD Work Order No. EEP-111

PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

There will be no Proposers' Conference for this solicitation.

B. Minimum Mandatory Requirements

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

1. The proposer must have a minimum of 5 years of experience performing solar power system maintenance and repairs on similar commercial or large-scale photovoltaic systems. **Subcontracting is not allowed for this minimum requirement.**
2. The assigned work supervisor must have a minimum of 5 years of experience performing solar power system maintenance and repairs on similar commercial or large-scale photovoltaic systems. **Subcontracting is not allowed for this minimum requirement.**
3. The proposer or subcontractor, in order to perform electrical maintenance, must have a valid and active State of California C-10 and Electrical Contractor's License at the time of proposal submission.
4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Proposer **and its Subcontractors performing prevailing wage work**, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

C. Contract Analyst

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

Attention Mr. Dwayne Case
E-Mail: dcase@pw.lacounty.gov
Telephone: (626) 458-2575

Or

Attention Ms. Anna Leung
E-Mail: aleung@pw.lacounty.gov
Telephone: (626) 458-4072

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the Contract Analyst named in the Notice of RFP and above, regarding this solicitation, the County, in its sole determination, may disqualify their Proposal from further consideration.

D. Child Support Compliance Program

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

E. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the Proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. All addenda and informational updates will be posted at <http://pw.pacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (County Code, Chapter 2.206). The successful Proposer should carefully read the Defaulted Property Tax Reduction Program, Exhibit E. Proposers should carefully read the pertinent Defaulted

Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 12, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.

2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-16). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. Indemnification and Insurance

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

I. Injury and Illness Prevention Program

The successful Proposer will be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of

Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

J. Interpretation of Request for Proposals

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

K. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum

of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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

L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference programs to exceed 15 percent or \$150,000 in response to any County solicitation. 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 LSBE, DVBE, or SE when not qualified.

1. Local Small Business Enterprise Preference Program
 - a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles

County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- b. To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. 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>.

2. Social Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
 - i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - ii. A business certified by the DCBA as an SE.
- b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and Community Business Enterprises

Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.

- c. Further information on SE also available on the DCBA's website at: <http://dcba.lacounty.gov>

3. Disabled Veteran Business Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - i. A business which is certified by the State of California as a DVBE; or
 - ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
 - iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: <http://www.vetbiz.gov>.

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

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

N. Prompt Payment Program

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

O. Proposer's Charitable Contributions Compliance

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

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

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

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

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

P. Proposal Requirements and Contract Specifications

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

Q. Security and Background Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

R. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at <https://camisvr.co.la.ca.us/webven/default.asp> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

S. Time Off for Voting

The Contractor shall notify its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than 10 days before every Statewide election, every Contractor and Subcontractors shall keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

T. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization

When requested by the County, the Contractor shall provide a copy of their invoice, which includes expenditure information for subcontractors utilized for Contract work which provides information requested by the County, including but not limited to: subcontractor name, business address, telephone number, email address, each subcontractor's Local Small Business Enterprise (LSBE) status, Social Enterprise (SE) status, and/or Disabled Veterans Business Enterprise (DVBE) status, as applicable, and the actual monetary amount of the Contract work the subcontractor has performed.

This information shall be transmitted to the County via methods specified by the County, which may include electronic submission by one of the following methods: utilizing electronic live (or dynamic) data, utilizing a County-designated third party software system, utilizing a County approved website, or utilizing other means approved by the County. The County may request subcontractor confirmation of receipt of payment.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director of Public Works, or his designee, the Contractor is deemed to be in noncompliance with these terms and obligations, the Director or his designee, at his option, in addition to, or in lieu of, other remedies provided in the Contract, may deduct and withhold liquidated damages from County's payment to the Contractor.

U. Proposer's Acknowledgment of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the County of Los Angeles Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving Contract awards or performing services under a County Contract.

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

W. Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History Section 12952.

Contractors are required to complete Form PW-18, Compliance with Fair Chance Employment Hiring Practices Certification, certifying that they are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. Community Business Enterprise Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

1. Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
2. Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
4. Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
5. Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
6. Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.

7. Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs (dcba.lacounty.gov or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: CBESBE@dcba.lacounty.gov. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov.

8. Proposer negotiated in good faith with the CBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
9. Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
11. Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.
12. Proposer is a certified CBE.
13. The Proposer's CBE participation shall be reflected in the CBE Form.
14. Public Works will answer questions from Proposers regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

Y. Prevailing Wage

The Contractor and Subcontractors, if any, shall not be qualified to bid on, be listed in a bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any Contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded.

The County shall not accept any Proposal nor award any Contract to perform work without proof of the Proposer and Subcontractor's current DIR registration. A copy of the confirmed registration from the DIR must be attached to the Proposal. Proposals submitted by an unregistered Contractor shall be a basis for considering the Proposal nonresponsive with limited exceptions from this requirement for bid purposes only under applicable Labor Law.

An inadvertent error in listing an unregistered Subcontractor pursuant to Labor Code Section 1725.5 in a bid Proposal shall be grounds for considering the bid nonresponsive, unless:

1. The Subcontractor is registered prior to the bid opening.
2. Within 24 hours after the bid opening, the Subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

The Director of the California DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute Public Works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

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

1. Title page

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

2. Table of Contents

A comprehensive Table of Contents shall list all materials included in the Proposal.

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation.

If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

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

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

6. Work Plan

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

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

replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control. The proposer must demonstrate the following in their proposal:

- a. Staffing plan must include a description of personnel including their qualifications who will be fully versed and trained in servicing and maintaining similar commercial or large-scale photovoltaic systems.

7. Quality Assurance Program

Describe Proposer's Quality Assurance Program (Program) that will be utilized by the Proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your Proposal shall address in detail:

- a. Policies and Procedures - Quality control procedures for the Proposer, Subcontractors, if any, and suppliers must be described. If a Subcontractor is to perform work, the Program must detail how that Subcontractor will interface with the Proposer and how the Proposer will ensure that the Subcontractor complies with the Program.
- b. Inspection Fundamentals - The Proposer shall provide samples of forms that outline required operations and quality levels. The Proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting - The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

8. Subcontractors

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

9. Licenses and Certifications

Submit copies of the Proposer's or Subcontractors' valid and active State of California C-10, Electrical Contractor's License.

10. Insurance

Submit completed and signed Form PW-15, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals if awarded the Contract. In Form PW-15, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

11. Forms List

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

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment

- PW-11 Transmittal Form to Request a Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)
- PW-12 Charitable Contributions Certification
- PW-13 Proposer's List of Terminated Contracts
- PW-14 Proposer's Pending Litigations and Judgments
- PW-15 Proposer's Insurance Compliance Affirmation
- PW-16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-17 Zero Tolerance Human Trafficking Policy Certification
- PW-18 Compliance with Fair Chance Employment Hiring Practices Certification
- PW-19 Proposer's Compliance with the Minimum Requirements

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

12. Subcontractors' Forms List

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

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 Proposer's Equal Employment Opportunity Certification

- | | |
|-------|---|
| PW-9 | Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form |
| PW-10 | GAIN and GROW Employment Commitment |
| PW-12 | Charitable Contributions Certification |
| PW-18 | Compliance with Fair Chance Employment Hiring Practices Certification |

13. Additional Information

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

B. Proposal Submission

Submission of hard copy Proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING ONE OF THE TWO FOLLOWING METHODS:

1. Proposals may be submitted via e-mail to Mr. Dwayne Case at dcase@pw.lacounty.gov or Ms. Anna Leung at aleung@pw.lacounty.gov, by or before the submission deadline.
2. In lieu of submitting proposals via e-mail, you may submit Proposals electronically on www.bidexpress.com, a secure online bidding service website. To submit your Proposals electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by Bid Express Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the Proposal submission deadline to complete the uploading of Proposal files. If Proposer submits a Proposal through BidExpress, Proposer should not send hard copies, CDs, or any other materials to the County.

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

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

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

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

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

B. Altering Solicitation Document

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

C. County Responsibility

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

D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible Contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts including, but not limited to, County Contracts.

Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

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

E. Disqualification of Proposers

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

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed Contract.
2. A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

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

H. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record when (1) Contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's Proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all Proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of Proposal submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective Proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the Proposals.
3. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "Trade Secret," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation,

or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so,

the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on Form PW-4, Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended Contract, based both on financial strength and experience as a Contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

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

Q. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of Proposals.

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Proposal will be sufficient cause for the rejection of the Proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

S. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

T. Consultant Independent

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

U. Conflict of Interest

Proposer shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of supervisors finds that special circumstances exist, which justify the approval of such contract:

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

V. Acceptance of Terms and Conditions

Each Proposer understands and agrees that submission of Proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

W. Contractors with Unresolved Disallowed Costs

If Proposer's/Bidder's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the A-C in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

SECTION 4

EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

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

C. Evaluation of Proposals

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

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

D. Pass/Fail Review

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

1. Proposal was submitted electronically using one of the two methods described in Part I, section 2.B, Proposal Submission.
2. Proposer and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-19.
3. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
4. Proposer and Subcontractors, if any, have completed and signed all appropriate forms.
5. The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFP and Contract.

E. Evaluation Criteria

All Proposals will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

1. Proposed Price (50 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9, Request for County's Preference Programs Consideration and CBE Firm/Organization Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which shall not exceed \$150,000, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference. The LSBE, DVBE, or SE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

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

2. Performance History/References (10 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 10/3 points for each responding reference up to a total of 3 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by either the County's Contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the Proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (20 points)

Proposers will be evaluated on the Experience submitted as part of Section 2.A.5 (Experience). The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFP. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may

result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

3. Work Plan (20 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A.6 of this RFP. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the Proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

4. Optional Interview/Clarification

The County may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer

to give a presentation or interview, if any, to the one or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

5. Additional Criteria

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

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

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

B. Department Level Reviews

Unless State or Federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

C. Solicitation Requirements Review

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

1. The request is made within the time frame identified in the solicitation document (generally within ten business days of issuance of the solicitation document).

2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.
3. The request itemizes in appropriate detail, each matter contested, and factual reasons for the requested review.
4. The request asserts either that:
 - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
5. Requests for a Disqualification Review not satisfying all of these criteria may, in the department's sole discretion, be denied.
6. The Solicitation Requirements Review will be completed, and Public Works' determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/Proposal due date.

D. Place to Submit Requests for Review

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

E. Disqualification Review

1. A Proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a Proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a Transmittal Form to Request a Disqualification Review within the timeframe specified in the disqualification document.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification review.
 - b. The request for a Disqualification Review asserts that the determination of disqualification due to bid/Proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted, as well as

copies of all documents and other material that support the assertions.

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

F. Debriefing Process

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

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

G. Proposed Contractor Selection Review Process

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the Proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. Public Works made identifiable mathematical or other errors in evaluating bids/Proposals, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
 - c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by State or Federal law.
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored Proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.
2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - b. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph G above.
3. Proposer that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Proposers may remove assertions presented in their Proposed Contractor Selection Review if they feel that the department response has resolved their assertion.
4. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

TABLE OF FORMS

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form
PW-10	Gain and Grow Employment Commitment
PW-11	Transmittal Form to Request A Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with The County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Proposer's Compliance with the Minimum Requirements

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance

VERIFICATION OF PROPOSAL

DATE: , 2020		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service:			
DECLARANT INFORMATION			
3. Name Of declarant:			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is:			
PROPOSER INFORMATION			
6. Proposer's full legal name:		Telephone No.:	
Physical Address (NO P.O. BOX):		Mobile No.:	
e-mail:		Fax No.:	
County WebVen No.:	IRS No.:	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
Sole proprietor	Name of Proprietor:		
A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
A general partnership:		Names of partners:	
A limited partnership:		Name of general partner:	
A joint venture of:		Names of joint venturers:	
A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? No Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? No Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? No Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent:			Date:
Type name and title:			

**SCHEDULE OF PRICES
FOR
ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Specified work shall be performed within the period prescribed during the contract period and in the manner set forth in these specifications. Compensation for completed and approved work shall be based on the hereinafter unit prices.

K8 & 5TH SOLAR FIELD				
Task #	Description	Unit Price (Per Task)	Task Frequency per Year	Total Amount (unit price per task x task per year)
1.a	Semi-Annual Panel Cleaning/Washing	\$	2	\$
2.a	Semi-Annual Panel Mounting and Tracker Maintenance	\$	2	\$
2.b	Annual Panel Mounting and Tracker Maintenance	\$	1	\$
2.c	Every Other Year Panel Mounting and Tracker Maintenance	\$	1	\$
3.a	Annual Inverter Maintenance	\$	1	\$
3.b.i	Periodic Inverter Maintenance - Fans	\$	1	\$
3.b.ii	Periodic Inverter Maintenance – Blower and MOXA IDS	\$	1	\$
4.a	Semi-Annual Combiner Box and Panel Board Maintenance	\$	2	\$
4.b	Annual Combiner Box and Panel Board Maintenance	\$	1	\$
5	Semi-Annual Photovoltaic Meter	\$	2	\$
6	Annual Infrared (IR) Scanning	\$	1	\$
7	Annual Re-Commissioning	\$	1	\$
8	Diagnosis	\$	Hourly	\$
9	Repair or Replacement	\$	Hourly	\$
Total Proposed Amount for K8 & 5TH SOLAR FIELD:				\$ _____

NMA SOLAR CARPORT				
Task #	Description	Unit Price (per Task)	Task Frequency per Year	Total Amount (unit price per task x task per year)
1.b	Semi-Annual Panel Cleaning/Washing	\$	2	\$
2.d	Semi-Annual Panel Mounting and Tracker Maintenance	\$	2	\$
3.c	Semi-Annual Inverter Maintenance	\$	2	\$
3.d	Annual Inverter Maintenance	\$	1	\$
3.e.i	Periodic Inverter Maintenance – Back-up Battery	\$	1	\$
3.e.ii	Periodic Inverter Maintenance – PV Solar Power System Check	\$	1	\$
4.c	Semi-Annual Combiner Box and Panel Board Maintenance	\$	2	\$
6	Annual Infrared (IR) Scanning	\$	1	\$
7	Annual Re-Commissioning	\$	1	\$
8	Diagnosis	\$	Hourly	\$
9	Repair or Replacement	\$	Hourly	\$
Total Proposed Amount for NMA SOLAR CARPORT:				\$ _____
ALL SOLAR MAINTENANCE SERVICES TOTAL PROPOSED ANNUAL PRICE				\$ _____

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS		
E-MAIL		
PHONE	MOBILE	FACSIMILE

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

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

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

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY PROPOSER: _____
 PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2015	2016	2017	2018	2019	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

 Name of Proposer or Authorized Agent (print)

Signature

Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

of _____
 Name of proposer

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

Contracts Prohibited.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract.

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

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

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

A. COUNTY OF LOS ANGELES AGENCIES

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

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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

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

Proposer	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

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

☐

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

FORM PW-8

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:

Authorized Signature

Title

Date

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in Community Business Enterprises (CBE) participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>

County of Los Angeles
Request for County's Preference Program Consideration and
Community Business Enterprises Firm/Organization Information Form

- I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm	County WebVen No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

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

FIRM NAME:

My County (WebVen) Vendor Number:

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. 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 judgment and his/her judgment shall be final.

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

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements 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 Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

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

Signature

Date

Name and Title (please type or print)

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

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

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

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

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

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

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

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

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

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

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

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

Signature of Proposer: _____ Date: _____

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)

Proposer's Name

Address

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

Signature of Proposer: _____ Date: _____

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

The Proposer certifies that:

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

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS
ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this Request for Proposals (RFP), any inconsistencies or inaccuracy in the information provided on this form, and/or your proposal, may subject your proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, proposer must meet the following minimum requirements:

MINIMUM EXPERIENCE

- The proposer must have a minimum of 5 years of experience performing solar power system maintenance and repairs on similar commercial or large-scale photovoltaic systems. **Subcontracting is not allowed for this minimum requirement.**

Proposer's Name	Dates of Experience (Mo./Yrs. to Mo./Yrs.)	Description of Services/Experience	Page No.*

*List the page number in the proposal containing the Proposer's resume/experience (please attach additional pages if needed).

- ☐ Yes. Proposing entity does meet the experience requirement stated above (in addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement).
- ☐ No. Proposing entity does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

2. The assigned work supervisor must have a minimum of 5 years of experience performing solar power system maintenance and repairs on similar commercial or large-scale photovoltaic systems. **Subcontracting is not allowed for this minimum requirement.**

Work Supervisor's Name	Dates of Experience (Mo./Yrs. to Mo./Yrs.)	Description of Services/Experience	Page No.*

*List the page number in the proposal containing the work supervisor's resume/experience (please attach additional pages if needed).

- ☐ Yes. The assigned work supervisor does meet the experience requirement stated above (in addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement).
- ☐ No. The assigned work supervisor does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

LICENSES

3. The proposer or subcontractor, in order to perform electrical maintenance, must have a valid and active State of California C-10 and Electrical Contractor's License at the time of proposal submission.

- ☐ Yes. Proposer does have the license as stated above. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates

- ☐ No. Proposer does not have the license as stated above.

- ☐ Yes. Subcontractor does have the license as stated above. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates

- ☐ No. Subcontractor does not have the license as stated above.

4. Proposer and its subcontractors performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**
- ☐ Yes. Proposer and its subcontractors, if performing prevailing wage work, has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates

- ☐ No. Proposer and its subcontractors have NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature	Title
Firm Name	Date



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

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

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

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

WE THEREFORE SHALL:

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

Listing of Contractors Debarred in Los Angeles County

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

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

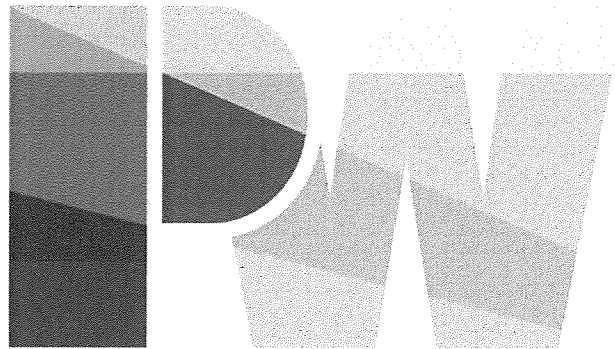
A copy of the ordinance is available for your review at this County facility or on the Internet.

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

Thank you for your cooperation and attention.

Part II

Sample Agreement



Public Works
LOS ANGELES COUNTY

BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ON-CALL SOLAR POWER SYSTEMS MAINTENANCE
SERVICES (BRC0000135)

TABLE OF CONTENTS

AGREEMENT FOR

ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)

	PAGE
SAMPLE AGREEMENT	1-4
EXHIBIT A Scope of Work	A.1- A.15
EXHIBIT A.1 Schedule of Prices	1
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies	B.1
B. Definitions	B.1
C. Headings.....	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation.....	B.4
C. Authorization Warranty.....	B.5
D. Budget Reduction.....	B.5
E. Complaints	B.6
F. Compliance with Applicable Laws	B.6
G. Compliance with Civil Rights Laws	B.7
H. Confidentiality.....	B.7
I. Conflict of Interest	B.8
J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List	B.8
K. Consideration of Hiring GAIN and GROW Participants.....	B.9
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.9
M. Contractor's Charitable Activities Compliance	B.9
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.9
O. County's Quality Assurance Plan.....	B.10
P. Damage to County Facilities, Buildings, or Grounds	B.10
Q. Employment Eligibility Verification	B.11
R. Facsimile Representations.....	B.11
S. Fair Labor Standards	B.11
T. Force Majeure.....	B.12
U. Governing Laws, Jurisdiction, and Venue.....	B.12
V. Most Favored Public Entity	B.12
W. Nondiscrimination and Affirmative Action.....	B.13
X. Nonexclusivity.....	B.14
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract.....	B.14

	Z.	Notice of Delays.....	B.14
	AA.	Notice of Disputes.....	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit....	B.14
	CC.	Notices.....	B.15
	DD.	Publicity.....	B.15
	EE.	Public Records Act.....	B.16
	FF.	Record Retention and Inspection/Audit Settlement.....	B.16
	GG.	Recycled-Content Paper Products.....	B.17
	HH.	Contractor's Employee Criminal Background Investigation.....	B.17
	II.	Subcontracting.....	B.18
	JJ.	Validity.....	B.19
	KK.	Waiver.....	B.19
	LL.	Warranty Against Contingent Fees.....	B.19
	MM.	Time Off for Voting.....	B.19
	NN.	Local Small Business Enterprise Utilization.....	B.20
	OO.	Compliance with County's Zero Tolerance Human Trafficking.....	B.20
	PP.	Method of Payment and Required Information.....	B.21
	QQ.	Compliance with Fair Chance Employment Practices.....	B.21
	RR.	Compliance with the County Policy of Equity.....	B.21
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	B.23
	B.	Termination/Suspension for Convenience	B.23
	C.	Termination/Suspension for Default	B.24
	D.	Termination/Suspension for Improper Consideration	B.25
	E.	Termination/Suspension for Insolvency	B.25
	F.	Termination/Suspension to Nonadherence to County Lobbyists Ordinance	B.26
	G.	Termination/Suspension for Nonappropriation of Funds	B.26
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection	B.27
	B.	Cooperation	B.27
	C.	Cooperation and Collateral Work	B.27
	D.	Equipment, Labor, Supervision, and Materials	B.27
	E.	Gratuitous Work	B.27
	F.	Jobsite Safety	B.27
	G.	Labor	B.28
	H.	Labor Law Compliance	B.28
	I.	Overtime	B.28
	J.	Permits/Licenses	B.28
	K.	Prohibition Against Use of Child Labor	B.28
	L.	Public Convenience	B.29
	M.	Public Safety	B.29
	N.	Quality of Work	B.29
	O.	Quantities of Work	B.29
	P.	Safety Requirements	B.29

	Q.	Storage of Materials and Equipment	B.30
	R.	Transportation	B.30
	S.	Work Area Controls	B.30
	T.	County Contract Database/CARD.....	B.30
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status	B.31
	B.	Indemnification	B.31
	C.	Workplace Safety Indemnification	B.31
	D.	General Insurance Requirements	B.32
	E.	Compensation for County Costs	B.35
	F.	Insurance Coverage Requirements	B.36
Section 6		Contractor Responsibility and Debarment	
	A.	Responsible Contractor	B.37
	B.	Chapter 2.202 of the County Code.....	B.37
	C.	Nonresponsible Contractor	B.37
	D.	Contractor Hearing Board	B.37
	E.	Subcontractors of Contractor	B.38
	F.	Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government.....	B.39
Section 7		Compliance with County's Jury Service Program	
	A.	Jury Service Program	B.40
	B.	Written Employee Jury Service Policy	B.40
Section 8		Safely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	B.42
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law.....	B.42
Section 9		Social Enterprise Preference Program.....	B.43
Section 10		Local Small Business Enterprise Preference Program.....	B.44
Section 11		Disabled Veteran Business Enterprise Preference Program	B.45
Section 12		Compliance with County's Defaulted Property Tax Reduction Program.....	B.46
Section 13		Proprietary Considerations.....	B.47
Section 14		Prevailing Wages.....	B.49

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Defaulted Property Tax Reduction Program
EXHIBIT F	Performance Requirements Summary
EXHIBIT G	Aerial Map
EXHIBIT H	Location Map
EXHIBIT I	Schematic Map I
EXHIBIT J	Schematic Map II
EXHIBIT K	Vicinity Map
EXHIBIT L	EEP-111 Solar PV System Maintenance Log
EXHIBIT M	PV Commissioning Manual
EXHIBIT N	ISD Work Order No. EEP-111

SAMPLE AGREEMENT FOR
ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES (BRC0000135)

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2020, hereby agrees to provide services as described in this Contract for Solar Power Systems Maintenance Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Aerial Map; Exhibit H, Location Map; Exhibit I, Schematic Map I; Exhibit J, Schematic Map II; Exhibit K, Vicinity Map; Exhibit L, EEP-111 Solar PV System Maintenance Log; Exhibit M, PV Commissioning Manual; Exhibit N, ISD Work Order No. EEP-111; and the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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

FOURTH: This Contract's initial term shall be for a period of one year commencing on Board approval and execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and a six month-to-month extension, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

TENTH: No Cost-of-Living Adjustments shall be granted for the optional renewal periods.

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

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

[illegible]

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

ON-CALL SOLAR POWER SYSTEMS MAINTENANCE SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Marcos Ferreccio of Waterworks Division who may be contacted at (626) 300-3351 or MFerreccio@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location and Maps

Work locations will be within the County of Los Angeles Waterworks District No. 40, Antelope Valley. Two work sites are listed below:

Work Site	Address
K8 and 5th Solar Field	43205 5th Street West, Lancaster, CA 93534
North Maintenance Area (NMA) Solar Carport	260 East Avenue K-8 Lancaster, CA 93535

The Contractor should use the maps below to gain familiarity with the worksites listed above:

Maps

1. Exhibit G, Aerial Map
2. Exhibit H, Location Map
3. Exhibit I, Schematic Map I
4. Exhibit J, Schematic Map II
5. Exhibit K, Vicinity Map

C. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute

discretion. The Contractor waives all claims against the County for any and all damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

D. Contract Cost

Costs for all services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract. Work not listed on PW-2, Schedule of Prices, will be paid at the company's current published rate list. The Contractor shall provide its published rate list at the time of proposal submission and annually thereafter, at the time of Contract renewal, if any. Unit cost rates provided in Form PW-2, Schedule of Prices, shall not exceed the Contractor's published rates.

E. Work Description

The Contractor shall provide the following services:

1. Conduct complete maintenance on photovoltaic (PV) solar power systems as specified by manufacturer's warranty.
2. Schedule and perform maintenance tasks according to system commissioning as directed by the Contract Manager or designee and arrange site access.
3. Provide the maintenance report and billing invoice for each deliverable task within 15 calendar days of completion of service to the Contract Manager. The maintenance report for each site shall include all material listed in Exhibit L, EEP-111 Solar PV System Maintenance Log, photos, and any pertinent details to the report. These maintenance reports must be submitted to Waterworks Division (WWD) office located at 260 E. Avenue K 8, Lancaster, CA 93535. At the end of the Contract, Contractor shall provide a summary of the Contractor's maintenance activities with results and include the previously submitted reports.
4. Provide personnel fully versed and trained in servicing and maintaining similar commercial or large-scale photovoltaic systems.

Task 1. Panel Cleaning/Washing - The Contractor shall provide the following services:

Task 1.a at K8 and 5th Solar Field, Semi-Annually (twice per year)

- i. Hand scrub cleaning of solar panels using soft bristled, water fed poles. At K8 and 5th solar field, wash panels at 45-degree tilt.
- ii. Use filtered or softened water for panel cleaning/washing to avoid mineral build up on panels. Provide all necessary equipment in a list for Contract Manager approval prior to cleaning.
- iii. Water is available at both system sites and water is provided by WWD for this task.
- iv. Perform the task exercising the highest degree of efficiency to minimize electric generation loss and/or time that equipment is non-operated while simultaneously minimizing the amount of damage the equipment experiences due to external forces (e.g., inclement weather, vandalism).

These tasks will be charged at the rates for "Semi-Annual Panel Cleaning/Washing" under Task 1.a, Form PW-2.

Task 1.b at NMA Solar Carport, Semi-Annually (twice per year)

- i. Hand scrub cleaning of solar panels using soft bristled, water fed poles.
- ii. Use filtered or softened water for panel cleaning/washing to avoid mineral build up on panels. Provide all necessary equipment in a list for Contract Manager approval prior to cleaning.
- iii. Water is available at the system site and is provided by WWD for this task.
- iv. Perform the task exercising the highest degree of efficiency to minimize electric generation loss and/or time that equipment is non-operated while simultaneously minimizing the amount of damage the equipment experiences due to external forces (e.g., inclement weather, vandalism).

These tasks will be charged at the rates for "Semi-Annual Panel Cleaning/Washing" under Task 1.b, Form PW-2.

Pertinent solar panel systems information for both sites is summarized in the table below:

Site	Solar Photovoltaic System	Photovoltaic Panels	Number of Panels
K8 and 5th Solar Field	340-kilowatt (DC), ground mounted, single-axis tracker	SolarWorld Sunmodule 255W	1372
NMA Solar Carport	139-kilowatt (DC), carport mounted	Canadian Solar CS6X-305P 305W	456

Task 2. Panel Mounting and Tracker Maintenance - The Contractor shall provide the following services:

Task 2.a at K8 and 5th Solar Field, Semi-Annually (twice per year)

- i. Inspect trackers and clean any accumulated dirt, insects, cobwebs, water, debris, etc.
- ii. Inspect module clamp fasteners or module rail fasteners for torque integrity. Upon inspection, tighten loose wiring connections.
- iii. Inspect gear drive and drive-shaft assemblies for proper driveshaft alignment, limit switch integrity, and overall structural integrity.
- iv. Test wind stow function by tripping wind sensor.
- v. Test functionality of weather station.
- vi. Check lubrication on the slew ring assembly. Grease roller bearings and worm gear as needed with Mobilux EP 1 or grease that meets or exceeds the DIN 51825 (2004-06).

These tasks will be charged at the rates for "Semi-Annual Panel Mounting and Tracker Maintenance" under Task 2.a, Form PW-2.

Task 2.b at K8 and 5th Solar Field, Annually (once per year)

- i. Inspect drive-shaft assemblies and column housings for misalignment due to ground settling.
- ii. Inspect bearings for excessive wear due to column settling.

- iii. Inspect electronic enclosures seals for cracking or any other damage.

These tasks will be charged at the rates for "Annual Panel Mounting and Tracker Maintenance" under Task 2.b, Form PW-2.

Task 2.c at K8 and 5th Solar Field, Every other year upon request by Contract Manager

- i. Grease gearboxes with Mobil 460SC.
 - a. Five pumps with center zerk.
 - b. Two pumps with outer two zerks.

These tasks will be charged at the rates for "Every Other Year Panel Mounting and Tracker Maintenance" under Task 2.c, Form PW-2.

Task 2.d at NMA Solar Carport, Semi-Annually (twice per year)

- i. Inspect all system components to verify they sit securely and are corrosion free.
- ii. Inspect connections to verify they are secure and that all electrical components are clean and undamaged.
- iii. Inspect equipment grounding.

These tasks will be charged at the rates for "Semi-Annual Panel Mounting and Tracker Maintenance" under Task 2.d, Form PW-2.

Task 3. Inverter Maintenance - The Contractor shall provide the following services:

Task 3.a at K8 and 5th Solar Field, Annually (once per year) in accordance with Advanced Energy (AE) Solar on 333kW bi-polar inverter standards

- i. Replace filters.
- ii. Read and record inverter coolant pressure gauges.
- iii. Check Metal Oxide Varistor (surge protector).
- iv. Thermal imaging for loose connections and hot spots. Check torque on all 000 AWG and larger wire compression terminals.
- v. Inspect large external air heat exchanger. Clean as required.

- vi. Inspect DC fans. Review unit data for fan warnings and ensure fans are working properly. Replace defective fans.
- vii. Clean out any dirt, insects, cobwebs, water, debris, etc.
- viii. Inspect weather stripping for all doors. Replace as required.
- ix. Touch up exterior paint. Look for and repair rust spots.

These tasks will be charged at the rates for "Annual Inverter Maintenance" under Task 3.a, Form PW-2.

Task 3.b at K8 and 5th Solar Field, Periodically (upon request by the Contract Manager)

- i. Replace auxiliary power supply fan, DC fans, and AC fans. Inspect small internal air heat exchanger for corrosion. This task is required every 5 years. Contractor shall complete this task upon request by Contract Manager, if required during the term of this Contract.

This task will be charged at the rates for "Periodic Inverter Maintenance - Fans" under Task 3.b.i, Form PW-2.

- ii. Replace blower and MOXA IDS communication interfaces. This task is required every 10 years. Contractor shall complete this task upon request by Contract Manager, if required during the term of this Contract.

This task will be charged at the rates for "Periodic Inverter Maintenance - Blower and MOXA IDS" under Task 3.b.ii, Form PW-2.

Task 3.c at NMA Solar Carport, Semi-Annually (twice per year)

- i. Visually inspect the unit for damage, foreign objects, or dust and debris that may have accumulated around the inverter.
- ii. Clean out any dirt, insects, cobwebs, water, debris, etc.
- iii. Wash fan intake screen.
- iv. Clean equipment. Clear any blockage in the lower grill on the wiring box where the heatsink and air-cooling path for the heatsink is located.

These tasks will be charged at the rates for "Semi-Annual Inverter Maintenance" under Task 3.c, Form PW-2.

Task 3.d at NMA Carport, Annually (once per year)

- i. Annually or in event of malfunction, check the tightness of the cable opening plugs, the fitting of the connectors and front covers.
- ii. Check the DC OV surge arresters 15 (W019 via RS-485 or fault log).
- iii. Check the AC OV surge arresters 18 (W018 via RS-485 or fault log).
- iv. Check internal cooling fan operation (monitor start up for warning).
- v. Thermal imaging using infrared (IR) camera or equivalent for loose connections and hot spots. Check torque value for connections.
- vi. Check all connection terminals for discoloration or signs of high temp/current.
- vii. Check AC pressure connectors of the inverter output circuit.
- viii. Check DC pressure connectors of the inverter input circuit.
- ix. Check torque of screws on chassis access covers to ensure NEMA4X compatibility.

These tasks will be charged at the rates for "Annual Inverter Maintenance" under Task 3.d, Form PW-2.

Task 3.e at NMA Carport, Periodically (upon request by the Contract Manager)

- i. Remove and replace the memory back-up battery. This task is required every 3 years. Contractor shall complete this task upon request by Contract Manager, if required during the term of this Contract.

This task will be charged at the rates for "Periodic Inverter Maintenance - Back-up Battery" under Task 3.e.i, Form PW-2.

- ii. Conduct photovoltaic solar power systems check in accordance with Exhibit L, EEP-111 Solar PV System Maintenance Log, to maintain correct working performance. This task is required every 5 years. Contractor shall complete this task upon request by Contract Manager, if required during the term of this Contract.

This task will be charged at the rates for "Periodic Inverter Maintenance - PV Solar Power System Check" under Task 3.e.ii, Form PW-2.

Task 4. Combiner Box and Panel Board Maintenance - The Contractor shall provide the following services:

Task 4.a at K8 and 5th Solar Field, Semi-Annually (twice per year)

- i. Visually inspect for any presence of water or evidence of moisture (corrosion or oxidation of terminals) - if water present report immediately to the Contract Manager.
- ii. Clean out any dirt, insects, cobwebs, water, debris, etc.
- iii. Inspect and disconnect combiner and recombiner and retorque wire connections.
- iv. Repair paint damage. Verify door latches securely. Check gasket around door.
- v. Perform string verification testing at combiner boxes and re-combiner. Safety Note: For string verification test, Contractor shall shut system down at the inverter.
- vi. Make sure system is shut down but that the strings are still HOT. Record operating parameters; summarize and submit results to the Contract Manager.
- vii. Measure irradiance with Irradiance Meter and Inclinator.
- viii. Measure module cell temperature with Thermal Imager Fluke Ti10 IR Fusion Technology or equivalent.
- ix. Measure open circuit voltage for each string circuit with Digital Multi Meter (DMM) Fluke 179 or equivalent.
- x. Record results and note as necessary in Exhibit L, EEP-111 Solar PV System Maintenance Log.

These tasks will be charged at the rates for "Semi-Annual Combiner Box and Panel Board Maintenance" under Task 4.a, Form PW-2.

Task 4.b. at K8 and 5th Solar Field, Annually (once per year)

- i. Clean out any dirt and dust by using brush, vacuum cleaner or clean lint free rag.
- ii. Carefully inspect all visible electrical joints and terminal in the bus and wiring system.
- iii. Visually check all conductor and connection are clean and secure. Tighten bolts and nuts at bus joints to manufacturer's torque specifications.
- iv. Examine fuse clip contact pressure and contact means. If there is any sign of overheating or looseness, follow manufacturer's maintenance instructions or replace fuse clips.
- v. Re-tighten plug fuses.
- vi. Check circuit breaker, switches and fuses to ensure they have proper ampere, voltage and interrupting ratings. Operate each switch or circuit break several times to ensure that all mechanisms are free and in proper working order; replace as required.
- vii. Check operation of all mechanical components; replace as required.
- viii. Exercise switch operating mechanisms and external operators for circuit breaker to determine they operate freely to their full on and off positions.
- ix. Check integrity of all electrical and mechanical interlocks and padlocking mechanisms.
- x. Adjust, clean and lubricate or replace parts according to manufacturer's instructions.
- xi. Replace any damaged insulating material and assemblies where sealing compounds have deteriorated.
- xii. Inspect all component devices. If water or damage/deficiency (such as lacking proper spring tension, free movement, corrosion or excessive wear) is present, report immediately to the Contract Manager and recommend actions for repair or replacement and prevention.

These tasks will be charged at the rates for "Annual Combiner Box and Panel Board Maintenance" under Task 4.b, Form PW-2.

Task 4.c at NMA Solar Carport, Semi-Annually (twice per year)

- i. Inspect exterior of box for physical damage. If box has physical damage, report damage and provide price to replace box as needed to the Contract Manager.
- ii. Inspect relays to ensure voltage is present in the closed position.
- iii. Inspect relays to ensure voltage is not present in the open position.

These tasks will be charged at the rates for "Semi-Annual Combiner Box and Panel Board Maintenance" under Task 4.c, Form PW-2.

Task 5. Photovoltaic Meter - The Contractor shall provide the following services:

Task 5 at K8 and 5th Solar Field, Semi-Annually (twice per year)

- i. Inspect and maintain photovoltaic meter and main disconnect.
- ii. Revenue grade meter is to be cleaned, inspected and maintained according to the manufacturer's recommendations.
- iii. Lugs need to be inspected and tightened when required.

These tasks will be charged at the rates for "Semi-Annual Photovoltaic Meter" under Task 5, Form PW-2.

Task 6. Infrared (IR) Scanning - The Contractor shall provide the following services:

Task 6 at K8 and 5th Solar Field, and NMA Solar Carport, Annually (once per year)

- i. Perform infrared scanning of combiner boxes, AC and DC disconnects, inverters, and points of interconnections.
- ii. Properly torque and re-image any loose connection.

These tasks will be charged at the rates for "Annual Infrared (IR) Scanning" under Task 6, Form PW-2.

Task 7. Re-Commissioning - The Contractor shall provide the following services:

Task 7 at K8 and 5th Solar Field, and NMA Solar Carport, Annually (once per year)

- i. Open Circuit Voltage taken off each string.
- ii. Record Total Maximum Power Point Current (IMPP).
- iii. Record Maximum Power Voltage (VMP).
- iv. Tighten all loose connections as required.
- v. Refer to Exhibit M, PV Commissioning Manual, for more information.
- vi. Refer to Exhibit N, ISD Work Order No. EEP-111, for more information.

These tasks will be charged at the rates for "Annual Re-Commissioning" under Task 7, Form PW-2.

Task 8. Diagnosis - The Contractor shall provide the following services:

Task 8 at K8 and 5th Solar Field, and NMA Solar Carport

At any time during the performance of this Contract, the Contract Manager may request that the Contractor perform diagnostic services. Contractor shall dispatch qualified personnel in case of solar system(s) shut down and simple startup attempts by WWD staff fails to restart the plant. Contractor shall diagnose problems and provide a written estimate including labor, parts, and materials needed to perform repair or replacement work as specified under Task 9, Repair or Replacement.

This task will be charged at the rates for "Diagnosis" under Task 8, Form PW-2.

Task 9. Repair or Replacement - The Contractor shall provide the following services:

Task 9 at K8 and 5th Solar Field, and NMA Solar Carport

The Contractor shall perform repair or replacement services upon request by the Contract Manager and upon prior written approval of Contractor's written estimate based on the diagnosis as specified under Task 8.a.

The estimate will be based on the hourly rates for "Repair or Replacement" under Task 9.a, Form PW-2, Schedule of Prices. The County will reimburse the Contractor for the cost of parts and materials at

a 15 percent markup of the original price of an invoice. The Contractor shall submit an invoice with attached applicable receipts without markups.

The County reserves the right to purchase parts and materials directly to be given to the Contractor to perform repair or replacement at the hourly rates for "Repair or Replacement" under Task 9.a, Form PW-2, Schedule of Prices.

Labor costs for this task will be charged at the rates for "Repair or Replacement" under Task 9, Form PW-2.

F. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4:30 p.m. time period, Monday through Thursday and 7 a.m. to 3:30 p.m. time period, Friday each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

G. Utilities

The County will not provide utilities with exception of water for panel cleaning/washing as specified under item E. Work Description, 1. iii.

H. Storage Facilities

The County will not provide storage facilities for the Contractor.

I. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this

Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.

J. Repair Specifications

Unless otherwise specified herein, all work shall be performed or executed in accordance with these Specifications and the following Standards:

1. Standard for Electrical Safety in the Workplace, NFPA 70E 2018 edition, published by National Fire Protection Association, NFPA 1 Batterymarch Park, Quincy, Massachusetts 02169, Telephone No. (800) 344-3555.
2. Recommended Practice of Electrical Equipment Maintenance, NFPA 70B 2016 editions, published by National Fire Protection Association, NFPA 1 Batterymarch Park, Quincy, Massachusetts 02169, Telephone No. (800) 344-3555.
3. County of Los Angeles Electrical Code, 2017 edition, published by BNI Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, Telephone No. (888) BNI-BOOK.

K. Special Safety Requirements

1. All Contractor's staff shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and County safety requirements while at County jobsites. All Contractor's staff shall also observe the National Fire Protection Associations electrical safety and maintenance standards while at County jobsites.
2. Contractor shall provide at its expense all safeguards, safety devices, and equipment and shall take all actions appropriate to provide a safe jobsite. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. Hard hats shall be worn at all times.
3. Contractor shall inspect and identify any conditions(s) that renders any portion of the premises unsafe. Contractor shall notify the Contract Manager immediately when conditions threaten imminent injury to the public, Contractor's staff, County's staff or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises relating to solar system(s), including a complete written report to the Contract Manager or Program Manager within 5 days following the occurrence.

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a pre-work survey to identify potential safety issues and if any are found, address them before work starts; if any hazards are found, the Contractor will report to WWD staff and the Contract Manager; if the hazards are potentially harmful of pose imminent risk to the public, contact 911.
- b. Emergency Response: When the emergency involve injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose risk to County staff or Contractor, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to the Contract Manager within two business day of first day of the next business week. The Contract Manager will provide report form.
- d. Contractor shall submit a project safety plan and provide training to employee on the above provisions.
- e. Contractor shall use all appropriate protective equipment and disconnect all sources of power supply before maintenance.
 - i. For string verification test, Contractor shall shut system down at the inverter.

L. Responsibilities of the Contractor

1. The Contractor shall maintain a valid and active California issued C-10 State Contractors license throughout the term of the Contract, including extensions, if any.
2. The Contractor shall be trained with photovoltaic systems and provide proof of photovoltaic systems training. The Contractor shall have on their team a licensed C-10 electrician to perform electrical maintenance. If sub-contracting for electrical maintenance, the Subcontractor shall have on their team a licensed C-10 electrician to perform electrical maintenance. The Contractor and all Subcontractors shall also comply

with State and Federal labor laws, including Occupational Safety and Health Administrations (OSHA) standards.

3. The Contractor shall provide all labor, equipment, tools, power, and supervision required to perform the necessary solar maintenance and any necessary cleaning of the worksite to restore it to a condition acceptable to County's representative.
4. The Contractor shall furnish transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, if required.
5. The Contractor shall be responsible for its own equipment by furnishing security to protect and secure all equipment and material used at jobsites during both working and nonworking hours.
6. The Contractor shall ensure that its personnel have the necessary experience and knowledge to perform solar maintenance and repairs before they are assigned to a job.
7. The Contractor shall not allow any debris from its operations, under this Contract, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Elimination System.
8. The Contractor shall dispose of all debris and hazardous waste from these services in a legally established area appropriate for type of debris and waste being disposed.
9. The Contractor shall retain records for all services performed for a period of **10 years** following the Contract expiration/termination.
10. The Contractor shall provide service in timely manner after major unforeseen outage event.

M. Responsibilities of Public Works

The County will provide access to the jobsite(s) and coordinate with Contractor to schedule maintenance periods. The County will also determine the need for jobsite inspection and maintenance for cases such as an unexpected power outage.

N. Additional Work and/or Locations

1. Additional work and/or locations may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work and/or locations, based on the rates quoted in Form PW-2, Schedule of Prices, using the tasks

that most closely correspond to, or are adjacent to the additional work and/or locations. The Contractor shall be paid for additional work and/or locations at the rates in Form PW-2, Schedule of Prices. For any additional work and/or locations that are not included in the rates provided in Form PW-2, Schedule of Prices, Contractor shall provide a cost estimate, list of parts and equipment, and completion schedule. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Contract Manager, the additional work and/or locations may be added to the Contract. After the Contract Manager reviews and approves the proposal in writing, the Contractor shall proceed with performing the additional work and/or locations identified at the approved estimate, which is a not-to-exceed amount. The final costs should not exceed the approved amount without prior written authorization from the Contract Manager.

2. After the work is completed, the Contractor shall provide a written post-repair summary including all costs, datasheets of all new equipment, and proof that the work was completed by properly licensed or certified personnel and/or Subcontractor(s).
3. All additional work provided herein shall commence on the specified date established by the Contract Manger. The Contractor shall proceed diligently to complete said work within the time allotted.
4. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, performing repairs and replacements when the need for such work arises out of unforeseen incidents, such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

O. Equipment and Materials

The Contractor shall supply all equipment and materials required for this service. The County will not be liable or responsible for any damage related to Contractor's work by whatever means, or for theft of supplies or equipment from the worksite.

P. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be

available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

Q. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3, Termination/Suspensions of Exhibit B.

R. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to

waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
 - d. The parties are not under any compulsion to Contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item, for which an amount of liquidated damages is specified.
3. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

S. Warranty

Contractor shall guarantee the repair work against failure for a period of 1 year from the date of completion and the acceptance by the County. All costs incurred by the Contractor, because of repair work failure, shall be the responsibility of the Contractor. If the Contractor does not respond promptly to the repair work failure, the County may have the required repairs made by its own forces and/or any other contractor and bill the initial Contractor for the cost of said repairs. The County will be sole judge as to the standard and quality of repairs made by the Contractor. If repairs are unsatisfactory, the Contractor will be given a reasonable opportunity to meet County standards before the County exercises its authority to make repairs.

T. Power Outage

Photovoltaic solar power systems will shut down in the event of a power outage. After utility power is restored, the inverter should start automatically. If the inverter remains offline, further troubleshooting may be needed before restarting the unit. Contractor may need to restart the inverter or assess the situation referencing the manufacturer's literature and contact the manufacturer, if necessary.

SCHEDULE OF PRICES
(FORM PW-2)

[Successful Proposer's Form PW-2, will be incorporated here]

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

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

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance

of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

Work Supervisor. The supervisor tasked with overseeing that the items of the contract get completed.

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegatee or assignee on any

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to

Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all

such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, 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 so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

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

M. Contractor's Charitable Activities Compliance

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

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts

are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

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

Contracting Manager, Business Relations and Contracts Division
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every

Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace

free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

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

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

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

Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. Compensation for County Costs

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

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

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
4. Professional Liability/Errors and Omissions: insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than two years following this Agreement's expiration, termination, or cancellation.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 11

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - a. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

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

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

B. Transfer to County

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

C. Indemnity

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

rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

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

D. Copyright Notices

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

E. Acknowledgement/Attribution

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

SECTION 14

PREVAILING WAGES

A. Prevailing Wages

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager (Note to the Proposers: during the solicitation process and prior to the award of Contract, please direct your request to the Contract Analyst identified in the solicitation document. You may contact the Contract Manager after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the Contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section,

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2018)
Cat. No. 205991

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

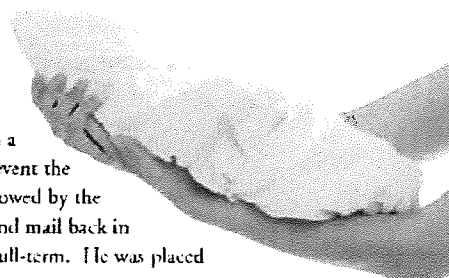
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

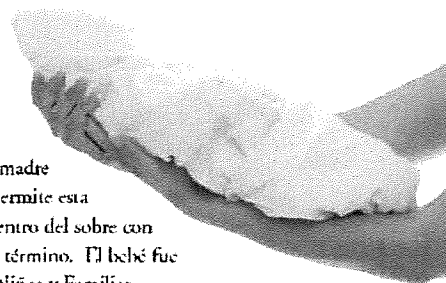
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Compliance with Regulatory and Governmental Agencies	Contractor abides with all local, regional, State, or Federal regulatory or governmental agencies.	\$200 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Compliance with National Pollutant Discharge Elimination System	Compliance with National Pollutant Discharge Elimination System including no discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Provide Maintenance Reports	Submitted to Contract Manager within the time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
3. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$200 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

Aerial Map

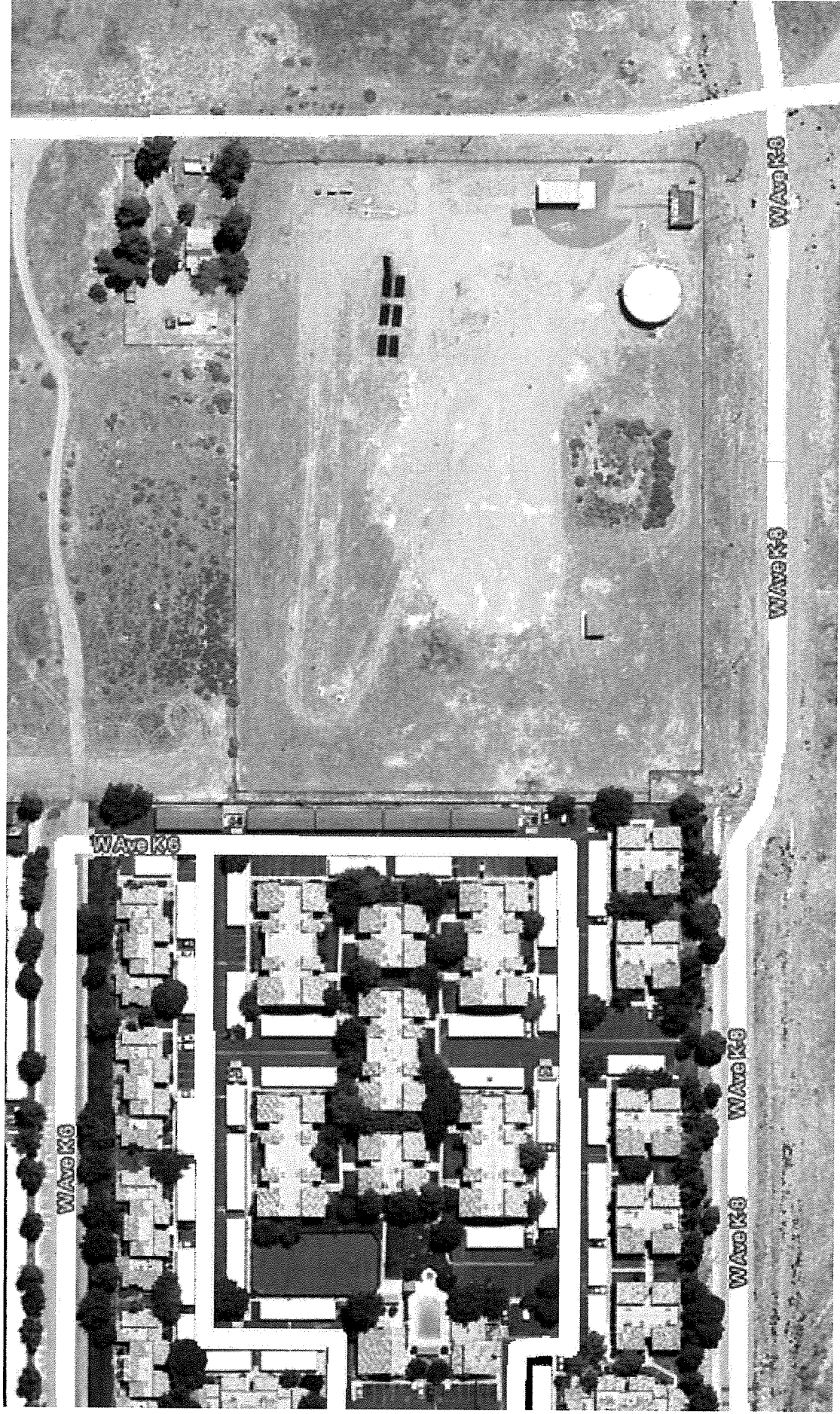
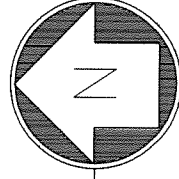
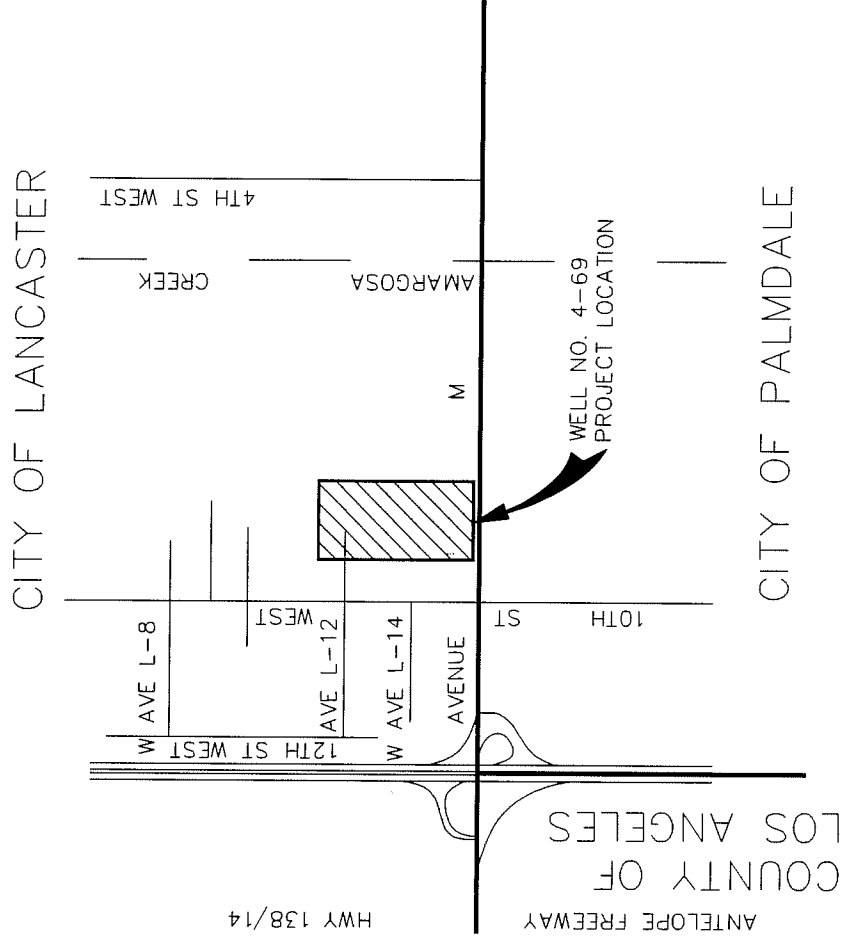
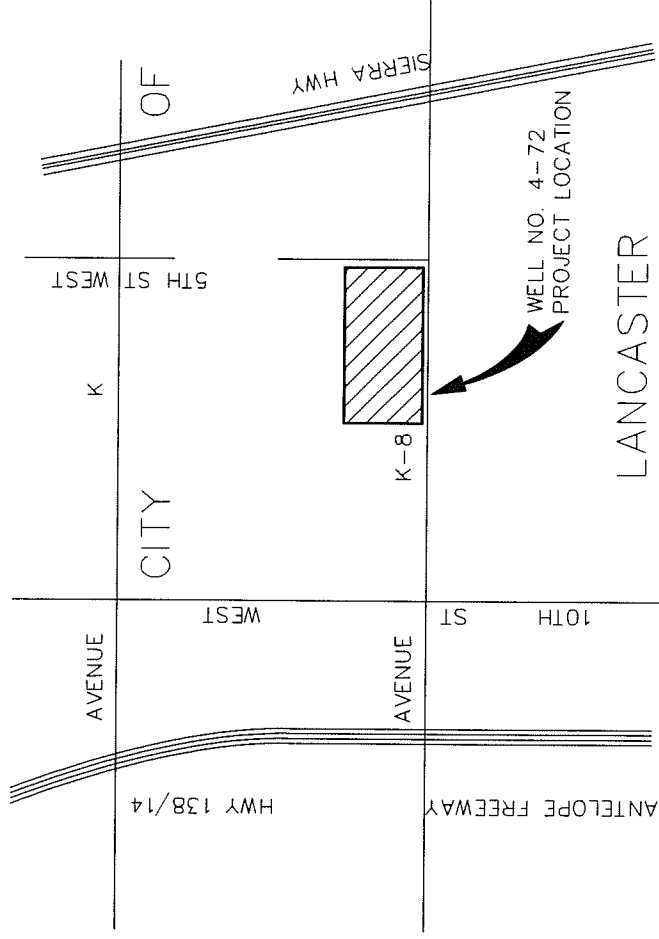


EXHIBIT G

Location Map

EXHIBIT H



LOCATION MAP

N.T.S.

Schematic Map I

EXHIBIT I

NEW WATER MAIN
EXISTING WATER MAIN
EXISTING DRAIN LINE
ELECTRICAL CONDUIT

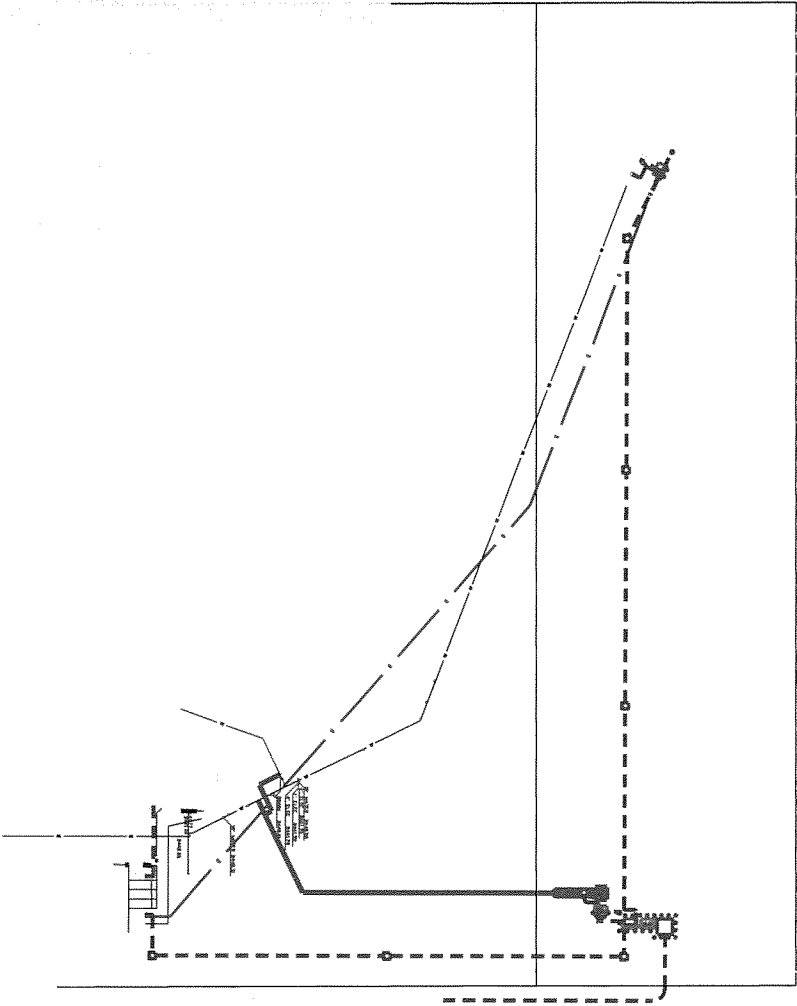
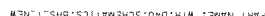
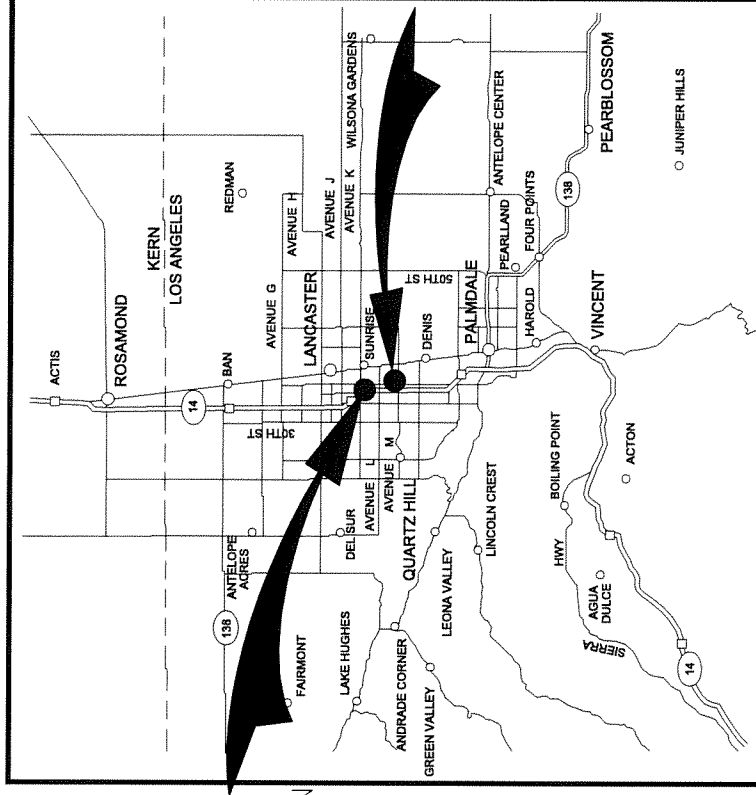


EXHIBIT J



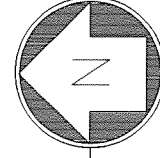
Vicinity Map

EXHIBIT K



WELL NO. 4-72
PROJECT LOCATION
T.G: 4108-H4

WELL NO. 4-69
PROJECT LOCATION
T.G: 4105-G5, G6



VICINITY MAP

N.T.S.

THOMAS GUIDE PAGES.: 4105, 4108

EEP-111 Solar PV System Maintenance Log

County of Los Angeles Department of Public Works, Waterworks District 40
43205 5th Street West, Lancaster, CA 93534

**Maintenance Action Key**

- A. PV Module Washing & Inspection
- B1 Tracker Inspection
- B2 Grease Tracker Gearboxes
- C1 Combiner Box & Re-Combiner Inspection
- C2 Combiner Box & Re-Combiner Inspection & Maintenance String Verification
- D1 Inverter 6-Month Maintenance
- D2 Inverter Annual Maintenance
- D3 Inverter 5-Year Maintenance
- D4 Inverter 10-Year Maintenance
- E Landscape Inspection & Maintenance

Year	Half	Action	Confirming Agent Name (please print)	Date
2013	Jan	A, B1, C1, D1		
	Jul	A, B1, B2, C2, D1, D2, E		
2014	Jan	A, B1, C1, D1		
	Jul	A, B1, C2, D1, D2, E		
2015	Jan	A, B1, C1, D1		
	Jul	A, B1, B2, C2, D1, D2, E		
2016	Jan	A, B1, C1, D1		
	Jul	A, B1, C2, D1, D2, E		
2017	Jan	A, B1, C1, D1		
	Jul	A, B1, B2, C2, D1, D2, D3, E		
2018	Jan	A, B1, C1, D1		
	Jul	A, B1, C2, D1, D2, E		
2019	Jan	A, B1, C1, D1		
	Jul	A, B1, B2, C2, D1, D2, E		
2020	Jan	A, B1, C1, D1		
	Jul	A, B1, C2, D1, D2, E		
2021	Jan	A, B1, C1, D1		
	Jul	A, B1, B2, C2, D1, D2, E		
2022	Jan	A, B1, C1, D1		
	Jul	A, B1, C2, D1, D2, D3, D4, E		
2023	Jan	A, B1, C1, D1		
	Jul	A, B1, B2, C2, D1, D2, E		

EXHIBIT L

Combiner Box CB-1 Inspection Report

Technician Name:		Date:	Time:
Weather:		Temperature:	
Module Manufacturer:	SolarWorld	Module Model:	Sunmodule 255W
Combiner Box Manufacturer:	Bentek	Combiner Box Model:	BTK6-3015-D400-FB

External Inspection & Service		Internal Inspection & Service	
Photographs:		Thermal Images	
Enclosure		Photographs:	
Conduits		Cleanliness:	
Safety Switch:		Corrosion:	
		Equipment Mounts:	
		Wiring:	

Combiner Box String Performance Test				
String #	Irradiance (W/m ²)	Cell Temp. (°C)	Open Circuit Voltage	Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Combiner Box Output	
DC Voltage	
DC Current	

EXHIBIT L

Combiner Box CB-2 Inspection Report

Technician Name:		Date:	Time:
Weather:		Temperature:	
Module Manufacturer:	SolarWorld	Module Model:	Sunmodule 255W
Combiner Box Manufacturer:	Bentek	Combiner Box Model:	BTK6-3015-D400-FB

External Inspection & Service		Internal Inspection & Service	
Photographs:		Thermal Images:	
Enclosure:		Photographs:	
Conduits:		Cleanliness:	
Safety Switch:		Corrosion:	
		Equipment Mounts:	
		Wiring:	

Combiner Box String Performance Test				
String #	Irradiance (W/m ²)	Cell Temp (°C)	Open Circuit Voltage	Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Combiner Box Output	
DC Voltage	
DC Current	

EXHIBIT L

Combiner Box CB-3 Inspection Report

Technician Name:		Date:	Time:
Weather:		Temperature:	
Module Manufacturer:	SolarWorld	Module Model:	Sunmodule 255W
Combiner Box Manufacturer:	Bentek	Combiner Box Model:	BTK6-3015-D400-FB

External Inspection & Service		Internal Inspection & Service	
Photographs:		Thermal Images:	
Enclosure:		Photographs:	
Conduits:		Cleanliness	
Safety Switch:		Corrosion:	
		Equipment Mounts	
		Wiring:	

Combiner Box String Performance Test				
String #	Irradiance (W/m ²)	Cell Temp (°C)	Open Circuit Voltage	Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

Combiner Box Output	
DC Voltage	
DC Current	

EXHIBIT L

Combiner Box CB-4 Inspection Report

Technician Name:		Date:	Time:
Weather:		Temperature:	
Module Manufacturer:	SolarWorld	Module Model:	Sunmodule 255W
Combiner Box Manufacturer:	Bentek	Combiner Box Model:	BTK6-3015-D400-FB

External Inspection & Service		Internal Inspection & Service	
Photographs:		Thermal Images	
Enclosure:		Photographs:	
Conduits:		Cleanliness:	
Safety Switch:		Corrosion:	
		Equipment Mounts:	
		Wiring	

Combiner Box String Performance Test				
String #	Irradiance (W/m ²)	Cell Temp (°C)	Open Circuit Voltage	Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

Combiner Box Output	
DC Voltage	
DC Current	

EXHIBIT L

Bipolar Circuit Breaker Recombiner Report

Technician Name:		Date:	
Recombiner Manufacturer:	Bentek	Recombiner Model:	BTK6-CB-BP-2350

External Inspection & Service		Internal Inspection & Service	
Photographs:		Thermal Images:	
Enclosure:		Photographs:	
Conduits:		Cleanliness:	
Breakers		Corrosion:	
		Equipment Mounts:	
		Wiring:	

EXHIBIT L

Combiner Box CB-1 Inspection Report

Technician Name:	John Smith	Date:	10/22/2012	Time:	13:24
Weather:	Sunny	Temperature:	30.5C		
Module Manufacturer:	SolarWorld 255W	Module Model:	Sunmodule 255W		
Combiner Box Manufacturer:	Bentek	Combiner Box Model:	BTK6-3015-D400-FB		

External Inspection & Service		Internal Inspection & Service	
Photographs	See attached	Thermal Images:	See attached
Enclosure:	Good	Photographs:	See attached
Conduits:	Good	Cleanliness	Good
Safety Switch:	Good	Corrosion	None
		Equipment Mounts:	Good
		Wiring	Good

Combiner Box String Performance Test				
String #	Irradiance (W/m ²)	Cell Temp (°C)	Open Circuit Voltage	Notes
1	873	61.2	453.2	
2	872	61.5	453.0	
3	874	62.0	454.3	
4	871	61.4	453.8	
5	875	61.8	453.5	
6	875	62.2	453.8	
7	878	61.2	454.3	
8	879	61.5	453.0	
9	872	62.0	454.3	
10	873	61.4	453.8	
11	873	61.8	453.5	
12	872	61.8	453.8	
13	874	62.2	454.3	
14	871	61.2	453.0	
15	875	61.5	454.3	
16	875	62.0	453.8	
17	878	61.4	454.3	
18	875	61.8	453.0	
19	878	61.8	454.3	
20	879	62.2	453.8	
21	872	61.2	453.5	
22	873	61.5	453.8	
23	875	62.0	454.3	
24	875	61.4	453.8	
25	878	61.2	454.3	

Combiner Box Output	
DC Voltage	352
DC Current	172



PV COMMISIONING MANUAL

LA County Waterworks District No. 40

Antelope Valley 260 E. Ave K-8 Lancaster, CA 93535

Table of Contents

INTRODUCTION:.....3

COMMISSIONING IN A NUT SHELL:.....3

PV SYSTEMS COMMISSIONING IN DETAIL:3

COMMISSIONING CHECKLIST:.....4

SAFETY IN COMMISSIONING.....4

COMMISSIONING PROCESS5

 Timeline:5

 Who does it?6

 Documentation6

RECOMMISSIONING AND RETRO-COMMISSIONING OF EXISTING SYSTEMS7

 Recommissioning:7

 Retro-commissioning:7

COMMISSIONING TASKS7

EXPECTED PERFORMANCE9

PERFORMANCE MEASUREMENTS.....12

PERFORMANCE VERIFICATION.....13

CASE STUDY: 50 KWP COMMERCIAL SYSTEM, MULTIPLE INVERTERS.....15

ESTABLISH PERFORMANCE BENCHMARKS16

ACCEPTANCE / CERTIFICATION17

TRAINING18

Inverter Commissioning.....19

CONCLUSION:..... 30

INTRODUCTION:

Once the PV System has been installed. Inspected and approved, it can then be commissioned. Commission is the starting and operation of a PV system for the starting and operation of a PV system for the first time. Commissioning is the starting and operating the PV system for the first time. Commissioning is also the time when the installer formally transfers the responsibility for the system to the owner or the operator and marks the end of the installation contract. Any warranties and or service agreements must be finalized at the commissioning.

COMMISSIONING IN A NUT SHELL:

Commissioning is a way to formalize quality control of installed PV systems. The process ensures that systems are safe and high performing. It encourages integrators to be responsible for their installations and facilitates project closeout and prompt payment. Successful commissioning leads to satisfied installers, employers and system owners. Satisfied customers become repeat customers and lead to new clients. Seen in this light, commissioning is essential to the growth of the PV industry and to the overarching goal of installing more renewable energy systems.

PV SYSTEMS COMMISSIONING IN DETAIL:

Typically, system owners have specific goals in mind for their PV system. These might include reducing electric bills by a certain percentage, maximizing the power output from available roof space or maximizing return on their PV investment. These goals are known as the owner's project requirements. The PV system designers then devise a strategy to meet these requirements. This strategy, including documents describing the intended system components and calculated expected performance output, is called the basis of design, which should help guide the PV commissioning process.

At the most basic level, commissioning ensures that the owner's requirements have been met. Most of the PV system commissioning will occur after installation is complete and before project closeout. It should include the following elements:

- Verify that the installation is complete.
- Verify that the installation is safe.
- Verify that the installation is aesthetically acceptable.
- Verify that all components of the installation are robust and permanent.
- Document as-built conditions.
- Verify system performance.
- Verify proper system operation.
- Establish performance benchmarks.

- Complete any required acceptance documentation.
- Train the system owner on basic system operation.

COMMISSIONING CHECKLIST:

Commissioning Checklist

- ☐ Installation conforms to system design documents
- ☐ Conductors are of appropriate types and sizes
- ☐ Wiring is correct, protected, and secure
- ☐ Terminal connections are tight and properly identified
- ☐ Equipment is securely mounted
- ☐ Array mounting system is secure
- ☐ Roof penetrations are properly weather sealed
- ☐ Safety features are installed and operational
- ☐ Applicable warning and operational labels are posted
- ☐ Job site is clean, neat, and orderly
- ☐ Documentation package is complete

SAFETY IN COMMISSIONING

You should take the same safety precautions that you use during PV installation when commissioning the system. Fall protection, ladder safety, electrical safety, personal protective equipment and common sense are all required. When commissioning personnel are not part of the installation crew, they are not familiar with the hazards on a particular job site. They may not be familiar with best practice construction safety procedures. In that case, a qualified installer should be present and responsible for maintaining safe conditions during commissioning. All equipment inspections should be made with both utility and solar electrical sources switched off and locked out.

After inspections, the equipment is energized at commissioning, often for the first time. Proper testing and planned sequencing will ensure that neither equipment nor people are subject to destructive voltage or current. Be alert. If something seems wrong or if unexpected phenomena result when energizing equipment—such as pops, bangs, smoke or sudden darkness—do not rush to try to “fix” the problem. Slow down; determine the cause; make sure no hazard is present; and then determine the best course of action. If a ground fault is indicated or suspected, assume that all conductive surfaces in the system present a shock hazard until testing determines otherwise.

COMMISSIONING PROCESS

Especially for larger projects, during the design phase commissioning should be incorporated into the specifications and bid documents. Include required documentation, checklists, testing procedures, expected performance and basis of design. It is also important to specify requirements for the commissioning timeline and give guidance on what person or entity will be responsible for the commissioning.

Timeline:

Commissioning should be considered throughout the course of a PV installation project. It should be planned for during the design phase, built into the system cost, actively carried out at the end of construction and repeated as desired after project completion. However, most of the commissioning work will occur just after the PV installation is complete and the system is ready to be turned on for the first time.

This initial startup is often called commissioning the system. Ideally, this commissioning event occurs after all permits are signed off; both permanent power and Internet are established at the site; the utility has given permission to operate the system; and the monitoring system, if applicable, is operational. If one or more of these milestones is delayed, you may want to start up and test the system regardless. Final acceptance of the system may still be contingent on passing subsequent milestones, but you can verify system performance in the meantime. One exception to this timeline is for systems that have a “burn in” period, such as thin film amorphous silicon systems. These systems will experience a significant, but expected, drop in production over the first few weeks and months of operation. Therefore, performance measurements made at initial system startup will be artificially high. Recommissioning is required after this burn-in period.

Be sure to schedule the commissioning as soon as possible after PV system construction is complete, but within a suitable window of weather. It does not make sense, for example, to commission when there is irradiance of less than 400 W/m^2 in the array plane. Not only must the weather be good, but the time of day must also be appropriate.

Especially on small projects, the tendency is to try to commission the system at the end of the last day of installation. This strategy is efficient but not effective. Often, the sun is too low in the sky to provide sufficient irradiance for proper performance verification. Shading is also more likely at the end of the day, and any shade on the array makes performance verification difficult. Finally, commissioning demands focus, clear thinking and sufficient time. If the end of the day is near, the crew may be cold, hot, hungry, thirsty or just ready to go home. None of these conditions are likely to produce accurate commissioning results. It is better to clean up, go home and come back another day when the sun is out and minds are fresh.

Who does it?

For commissioning to be most effective, the commissioning party should not be inclined towards a cursory process with a guaranteed positive outcome. The contractor who installed the system will usually have this bias. Ideally, the commissioning party should represent the system owner, not the installer, and should be able to act completely in the owner's interest without conflict. For large systems, the owner should contract with an outside commissioning specialist to oversee the commissioning process.

If the scope of the project is not sufficient to bring in an outside specialist and a direct representative of the owner is not available, commissioning should be performed by an objective party under the original system integration contract. For small commercial projects, for example, an engineer or system designer might be the best choice for the job. Even though the engineer works for the integrator, he or she is at least one level removed from the physical project.

At a bare minimum, a person with sufficient knowledge about PV in general and the system being commissioned in particular must undertake commissioning. This is true even for small residential projects, where the best person to commission might be the crew leader who was in charge of the installation. As someone with a supervisory role, the crew leader can delegate any corrective tasks and focus on effective commissioning, leaving behind a system to be proud of. Regardless of the level of objectivity, whoever carries out the commissioning must have the proper tools and sufficient training.

Documentation:

The commissioning agent must start with all of the available system documentation. Before undertaking commissioning, relevant documentation such as the following must be on hand: drawings, ideally as-built; cut sheets for modules and inverters; specifications, especially as they pertain to commissioning; special requirements or forms for rebate programs or other incentives; and equipment manuals.

The commissioning agent must also understand what deliverables are required at the end of the process. For a municipal or federal PV project, for example, the deliverables are often extensive and detailed in the bid package. For a residential project, the commissioning

documentation may be part of a post-installation punch list that remains in the customer file for internal use.

RECOMMISSIONING AND RETRO-COMMISSIONING OF EXISTING SYSTEMS

Recommissioning:

Repeating the commissioning of a system that was previously commissioned is called recommissioning. Usually, recommissioning should be the last step in any substantial maintenance project, such as after replacing major components, especially inverters; after adding additional modules; after a non-self-clearing alarm is diagnosed and repaired, such as a ground fault; and as part of a system checkup or regular annual maintenance visit.

In addition, if the original commissioning was performed during less than optimal seasonal conditions, like shading or extended poor weather, a recommissioning event may be called for during better conditions or in the summer. Recommissioning results should be closely compared to those from the original commissioning. If the results are inconsistent (after accounting for shading or other changes), the system integrator should track down the source of the inconsistencies. Recommissioning performance results should also be compared to updated expected performance numbers and discrepancies addressed.

Retro-commissioning:

For PV systems that were not properly commissioned in the first place, all hope is not lost. Retro-commissioning can be performed at any point in the system's lifetime. Although commissioning is a good idea for any system and is better done late than never, the additional expense of retro-commissioning may be best justified whenever there is a significant concern that the system is underperforming. Several indications of possible underperformance include:

- Monitoring system reports faults, alarms or low performance.
- Utility bills are higher than expected, after taking into account any new loads.
- One inverter shows significantly less accumulated kWh than others, even though they all have the same size arrays and no difference in shading.
- Total accumulated kWh, read from the inverter, is significantly less than predicted for the relevant time period.

COMMISSIONING TASKS

For a small PV system, commissioning might mean that the installer takes a step back, looks over the installation, tests voltage at a few points, watches as everything turns on successfully and verifies system performance. At the other extreme, for a large PV plant there might be a dedicated commissioning team with a multi-day, multi-faceted commissioning agenda,

including follow-up activities and written reports. Whatever the scale, and whoever does the commissioning, the basic tasks and goals of the process remain the same.

Verify that the installation is complete. Are all components permanently installed? Is everything wired completely? Permanent utility power should be connected at the site. In addition, if Web based monitoring is being used, the Internet connection should be operational. Examine the most recent installation punch list to make sure all items are complete.

Verify that the installation is safe. Has the permit been signed off? Are the mechanical and structural systems adequate and built according to plan? Has any required waterproofing been completed satisfactorily? Has the electrical design been adapted properly?

A few common problem areas are worth checking:

- Make sure working clearances are maintained.
- Verify that all metallic surfaces that might become energized are grounded.
- Ensure that wire and conduit sizes installed in the field are as shown on the plans.
- Verify that the installation is aesthetically acceptable. Check to see that the PV array is only as visible as it was designed to be. Verify that module lines are straight and parallel to roof features, especially where visible from the ground or high traffic areas. Is all other equipment installed plumb, level and with good workmanship?
- Are any required aesthetic treatments complete? If this was part of the contract, for example, inspect whether conduit systems and disconnects are painted to match the walls. Ensure that PV array skirts, where required, are installed and satisfactory. Check that inverter fences or enclosures are built as designed.
- Verify that the installation is robust and permanent. Ensure that all outdoor equipment is designed to withstand the elements and the environment it will be subjected to for the design life of the system, usually 30-plus years for PV systems. Fasteners should be stainless steel, and steel rack elements should be hot-dipped galvanized or better. Dissimilar metals must be isolated to avoid galvanic corrosion. Wiring and raceways must be suitable for their location. Sunlight resistant wire is required under arrays, for example, and electrical metallic tubing (EMT), intermediate metal conduit (IMC) or rigid metal conduit (RMC) is required on the roof. Make sure that NEC required labeling is present and that it is made of appropriate materials, such as engraved metal or plastic.
- Document as-built conditions. During the visual system review, note anything out of the ordinary. Each questionable item should be written down and photographed, with the photo location marked on a roof plan or other appropriate drawing. Take pictures of all arrays, ideally from at least two angles. Also take pictures of conduit runs, combiner boxes, disconnects, inverters and the interconnection.
- Verify that the module layout matches the approved roof plan drawing. Note any discrepancies on the drawing. Verify that the module string layout is as shown on the as-

built string diagram, including consistency of wire and string numbering. Accurate string diagrams are extremely helpful for future maintenance and troubleshooting. For smaller systems, if a string diagram does not exist, identify the string locations and document them on the roof plan. For large systems missing a string layout, identify this as an action item for the integrator.

- Document the model number and quantity of the modules, inverters, combiner boxes, disconnects and monitoring system.

EXPECTED PERFORMANCE

Probably the most difficult and the most important aspect of commissioning a PV system is evaluating whether it is performing as well as it should be. First, the expected performance needs to be determined. Then, the actual performance needs to be measured.

To determine the expected performance of the PV system, refer to the basis of design. Assuming that the system was sized properly in the design phase, it should meet the owner's requirements for energy production. Based on the equipment specified, estimate the monthly, annual and lifetime energy output of the system.

Many software packages and Web based calculators can simplify this task. For example, you can use the free PVWATTS Web based calculator to get a very quick energy harvest estimate by inputting the peak dc rating of the system, the system location and the array orientation; monthly and annual kWh performance estimates are given as an output. The California Solar Initiative (CSI) rebate calculators are also available to the general public, although they are of interest primarily to California utility customers. For example, the CSI Expected Performance-Based Buydown (EPBB) calculator (see Resources) allows for the input of specific module and inverter combinations, monthly shading data, as well as information about the site location and array orientation. It does not, however, allow changing other assumptions such as module mismatch, wire losses and system availability. EPBB uses PVWATTS for its back end.

Many integrators, PPA providers and third-party software developers provide performance calculators. Some products available for purchase, like Clean Power Finance and QuickQuotes from Clean Power Research, include updated electrical rate schedules and other information not only to estimate PV production but also to provide detailed financial analyses. Fortunately, for commissioning purposes, all that you need are the power and energy output of the PV system.

Since all of the energy calculators are based on average historical weather data, a PV system should not be expected to produce exactly the amount predicted by the energy calculator in a given day, week or month. The longer the interval, the better the actual performance should match the predicted performance. While there is significant variation in

weather even from year to year, certainly after 5 or 10 years the system's total accumulated energy production should match the predicted output. Unfortunately, 10 years is too long to wait to make sure the system is working as intended.

At initial system commissioning, very little historical production data is available. Therefore, the single best metric to verify system performance in the short term is the instantaneous power output of the system. The following process is one way to estimate the expected value of the system power output at any moment.

1. **Determine the peak dc power rating of the system:** This value will be the sum of the power outputs of ideal individual modules at STC. Obtaining this number is straightforward, because it is the product of the nameplate module rating (PSTC) and the total quantity of modules.
2. **Calculate the irradiance factor, KI:** First, use a pyranometer to measure the actual irradiance in watts per square meter. This measurement should be taken in the same plane as the modules, with the same azimuth and tilt angle. Divide the measured irradiance by the STC irradiance (1000 W/m²) to obtain the irradiance factor.
3. **Calculate the module cell temperature factor, KT:** Measure the cell temperature TC of the modules in Celsius using a thermocouple, thermistor or infrared (IR) thermometer. Find the module temperature coefficient of power, CT, from the module data sheet or module manufacturer. This coefficient is typically in the range of -0.003/°C to -0.005/°C for crystalline silicon modules. Then, calculate KT as follows:

$$KT = 1 + (CT \times (TC - T_{STC}))$$

The cell temperature factor usually represents a reduction in power from the STC rating of a module due to cell operating temperature well above STC temperature (25°C).

4. **Determine the system derating factor, KS.** This factor is a product of all of the system efficiencies and miscellaneous subfactors, including: module mismatch, inverter efficiency, module soiling, module nameplate tolerance, wiring losses, shading, system availability, tracking efficiency and age. PVWATTS describes many of these factors and provides default values. For instantaneous power measurement at system commissioning, the following values are typical, although module-dependent factors can vary substantially between manufacturers:

Module mismatch = 0.97 This is representative unless the system uses individual module power point tracking devices, such as microinverters or dc-to-dc power optimization devices, in which case the mismatch is eliminated and this subfactor becomes 1.0.

Inverter efficiency = 0.96 A value in the 0.94 to 0.96 range is typical for most modern high efficiency grid-tied inverters.

Module soiling = 1.0 Assuming the system being commissioned is brand-new, there is no need to derate for soiling.

Module nameplate tolerance = 0.99 It is reasonable to use 0.99 or better for most high-quality module manufacturers.

Wiring losses = 0.98 These include dc wiring losses and connection losses up to the inverter, where instantaneous power output measurements are usually made.

Shading = 1.0 If the array is shaded at all, proper verification of performance output is very difficult. Make sure it is not shaded during commissioning.

System availability = 1.0 During commissioning there is no need to derate for availability; the system must be operating (available) when taking power measurements.

Tracking efficiency = 1.0 Trackers should be in perfect working order during commissioning. Since irradiance values are taken in the module plane, this factor is irrelevant regardless.

Age = 1.0 A brand-new system has yet to experience any age related degradation. Typically, the resulting system derating factor, the product of all system derating subfactors, is approximately $K_S = 0.90$.

5. Calculate expected system performance, PE. Each of the factors above—irradiance, cell temperature and system efficiency—adjusts the expected output of the system relative to the controlled STC power rating. The overall expected power output from the combination of these calculated and measured factors is determined as follows:

$$PE = PSTC \times K_I \times K_T \times K_S$$

It is important to maintain perspective on the calculation of this expected power output. For a given set of modules, the irradiance is by far the factor with the most variation. It is imperative to get reliable irradiance measurements to calculate K_I ; otherwise, the power estimate will have so much uncertainty that all of the other factors become meaningless.

Assuming that shading is avoided, the system derating factor, K_S , usually varies by a few percentage points, at most. The cell temperature factor, K_T , is not very sensitive to moderate changes in temperature. Assuming a module with a temperature coefficient of power $CT = -0.004/^\circ\text{C}$, for example, a relatively large cell temperature change of 10°C changes the cell temperature factor by only about 4%. The net effect on the power estimate is only a few percentage points if the IR thermometer used to take cell temperature readings is not highly accurate. The same is true if the cells measured happen to be abnormally high or low by a few degrees, or even if the cell temperature is estimated based on a certain rise above ambient temperature.

The irradiance reading in the module plane, however, can easily vary from 400 W/m^2 to 1200 W/m^2 . From the 800 W/m^2 nominal terrestrial environment base value, irradiance in the plane of the array might change 50% in either direction. The effect of this range of irradiance on the net predicted power output is also $\pm 50\%$. Clearly, it would be unacceptable to look up at the sky and guess “bright,” “overcast” or “hazy,” rather than taking an accurate in-plane

irradiance measurement. On a residential system with as few as three paralleled strings, an entire string could be disconnected and the commissioning test might not catch it if the in-plane irradiance is not measured with precision.

PERFORMANCE MEASUREMENTS

The second half of performance verification is comparing the expected power output to the measured power output. After you have verified that all of the specified equipment was installed, you can measure and document the performance of that equipment and compare it to the expected values. Personal protective equipment is mandatory. Several tests are mandatory prior to inverter start-up. After start-up, you can capture measured power output and compare it to the expected performance.

Insulation test each homerun: Homerun wiring should be tested with a megohm-meter before modules are connected. In fact, depending on the type of racking and accessibility under the modules, often homerun wiring should be insulation tested before the modules are installed. If problems are found, the homerun wiring is completely accessible for examination and replacement. Also, after all of the homerun wiring checks out, both module-to-module connections and module-to-homerun connections can be made as the modules are placed, as long as the inverter ends of the homeruns are safely terminated and locked out. Even though insulation testing is typically carried out before the PV installation is complete and full commissioning can occur, the test results should be documented as they are obtained to avoid the need to repeat testing later.

Measure Voc of each string: Open-circuit voltage can be measured only while the strings are independent of each other and before they are combined. For small string inverters, this may mean measuring Voc on the line side of the dc disconnect, with the dc disconnect open. For larger inverters, it likely means measuring Voc on the line side of the fuseholders in the combiner boxes, with the fuses removed. Once the combiner box fuses are inserted or the dc disconnect is closed in a system with no combiner box, all of the strings are combined in parallel. Therefore, they will all measure the same Voc, which is misleading when trying to verify individual strings. Verifying individual string Voc measurements is the quickest way to ensure that all strings have the same number of modules and the correct polarity. After this is verified, replace the series fuses and close the fuseholders.

Inverter startup sequence: After you have completed all the visual inspections and confirmed the dc open-circuit string voltages, the system can be started up. Always follow the inverter manufacturer's directions for initial startup. Typically, the steps will include the following:

- Verify all connections.
- Verify correct ac voltage at the ac disconnect.
- Verify correct dc voltage and polarity at the dc disconnect(s).

- Close the ac disconnect.
- Verify correct ac voltage at the inverter ac terminals.
- Close the dc disconnect(s).
- Verify dc voltage and polarity at the inverter dc terminals.
- If applicable, switch the inverter “ON.”
- Wait for the inverter to step through its internal startup sequence.
- Once the inverter is running, wait about 15 minutes for internal temperatures and power point tracking to stabilize.
- Measure I_{mp} for each string. Before paying much attention to the total inverter output, verify that each string is producing approximately the same amount of current. At the combiner box or another accessible location, use a dc clamp meter to measure the current in the ungrounded source circuit conductor of each string. If weather conditions are consistent during the testing and all strings are oriented with the same azimuth and tilt angle, the measured current values should be identical, or at least within about 0.1 A of each other. For systems with individual module monitoring, verify that all modules are producing the same power levels.
- If one string has no current at all, check again to make sure both homeruns and all module leads are plugged in. If one string has lower current than the others, double-check to make sure that string is not partially shaded either by a distant tree, a nearby person or the commissioning agent’s notebook resting on one of its modules. If no shading is present, measure the current on the grounded dc string conductor. If the current is different on the grounded conductor and the ungrounded conductor of the same string, a ground fault is likely carrying the difference in current. For larger central inverters, the ground fault current from a fraction of one string may not be enough to trip the detection circuitry or blow the fuse.
- Measure ac power output. If measured current on all strings checks out, it is time to verify the inverter ac power output. Using a clamp meter for current and a multi-meter for voltage, verify that the voltage, current and power displayed on the inverter match the measured values. Ideally, an independent power meter is used for this purpose, since it can also verify power factor and other power quality components. Once you have verified the inverter’s internal meter and display, you can use the power readings displayed on the inverter for all subsequent power measurements and reporting.

PERFORMANCE VERIFICATION

After completing all of the commissioning tasks and performance measurements as described, it is time to measure power performance and compare this to predicted values. Only three measurements are necessary: cell temperature, irradiance and inverter ac output.

Of the three, cell temperature is the most stable, and ac output is less sensitive to changes in temperature than changes in irradiance. Take one set of cell temperature measurements at the beginning and another at the end of the performance measurement period. The easiest tool to use for this purpose is an IR thermometer. Use this instrument to measure a few cell temperatures in different places on a module and in a variety of locations throughout the array. Write down the average cell temperature in degrees Celsius.

Irradiance and inverter ac output must be measured simultaneously. Even on a relatively clear day, high clouds or haze can quickly change irradiance. Remember to look up at the sky periodically during testing. In one case, I was so focused on jumping back and forth between reading the inverter displays and getting the pyranometer lined up with the modules, I was surprised when I looked at the measurements I had written down over a period of about 2 minutes. One irradiance value was much higher than the other two. At first, I thought I must have written it down wrong or held the pyranometer at the wrong angle—pointing directly at the sun, for example—but then I noticed that the inverter output was also much higher. Finally, I looked up at the sky and noticed that what had been a completely clear sky now had a couple of hard-edged cumulous clouds. I had just measured about a 10% increase in irradiance and production from the elusive edge-of-cloud effect.

With a full monitoring system or portable datalogger, 15 minutes' worth of averaged irradiance and ac output provide an excellent simultaneous reading. However, even with a simple \$150 pyranometer and the inverter display, you can obtain good results with the following method:

Find a good location to place the pyranometer so that it has exactly the same azimuth and tilt angle as the modules. Ideally, the instrument has a square edge or bracket and can be clamped or held in place on the corner of a module to ensure alignment. Make sure the pyranometer does not shade the modules. Alternatively, set the pyranometer up on a tripod and carefully align it to match the azimuth and tilt angle of the modules. The tripod method requires a compass and inclinometer, but it is convenient if there is a sunny space to set up the tripod near the inverter.

Make sure that readings on the pyranometer and inverter can be taken within a few seconds of each other: either with two people and phones, radios or shouting; or with one person when inverters are near the pyranometer setup.

Write down the pyranometer reading in W/m^2 .

Write down the inverter power output in W or kW.

Repeat twice more, alternating back and forth between the pyranometer and the inverter, for a total of three alternated readings on each. Alternating three times between the two devices is a good approximation of "simultaneous" for this type of measurement.

If the variation between readings is small, less than 2%, for both inverter and pyranometer, move on to the next inverter and array. If the variation is large, start again and repeat the alternating readings until three consistent values are measured.

Finally, average the three irradiance readings and the three inverter power readings. These are the values to use when verifying performance.

After you have calculated the expected performance and measured the actual performance, a simple comparison helps you determine whether the system has been successfully commissioned. Depending on the certainty of the assumed and measured factors, the actual performance should be within about 5% of the expected performance.

Some of the necessary measuring and reporting can be automated or accomplished more easily by using an installed monitoring system, also known as a data acquisition system (DAS). Often, these systems report inverter ac power, irradiance and module cell temperature. Some even measure and report individual string or module outputs. During initial system commissioning, however, the DAS may not be properly calibrated or the network it relies on may not be set up. Further, the DAS reporting should be verified by the on-site field measurements previously described.

CASE STUDY: 50 KWP COMMERCIAL SYSTEM, MULTIPLE INVERTERS

PV array capacity: 50,310 W STC; 234 SunPower SPR-215-WHT-U modules

Inverters: Six SunPower SPR-7000m and one SunPower SPR-4000m

Array installation: Thirty-six of the modules are on a much steeper roof plane than the others and are dedicated to their own inverter.

The system was originally commissioned, or partially commissioned, just after construction was completed in the middle of the winter. There was some midafternoon shading on parts of the array that resulted in overall system performance of about 5% below the expected, unshaded value. Because of the winter shading, the system was recommissioned 3 months later, when the weather was clear and there was no shade. However, there was slight module soiling after 3 months (module soiling factor set to 0.99). Multiple irradiance and power readings were taken for each inverter, with results summarized in Table 1.

Inverter 1 is the 4,000 W inverter with 18 modules, whereas the other six are 7,000 W inverters with 36 modules each. The 36 modules on Inverter 7 are installed on a steeper roof, which is clearly a great angle for the early March sun, as seen by the higher irradiance in that module plane and higher production on that inverter. In addition, the 36 modules on the steeper roof plane receiving more irradiance were operating at a higher cell temperature (42°C) than the other, lower-angle modules (35°C).

Temperature factor. The temperature factor, K_T , is calculated as follows: $K_T = 1 + (CT \times (TC - T_{STC}))$. In this case, the temperature coefficient of power, CT , is $-0.38 \text{ \%/}^\circ\text{C}$, as supplied by the module manufacturer.

The measured cell temperature, CT , is 35°C for Inverters 1 through 6 and 42°C for Inverter 7. The STC reference temperature, T_{STC} , is 25°C . The temperature factor for Inverters 1 through 6 is therefore:

$$K_T = 1 + (CT \times (TC - T_{STC}))$$

$$K_T = 1 + (-0.38 \text{ \%/}^\circ\text{C} \times (35^\circ\text{C} - 25^\circ\text{C}))$$

$$K_T = 1 + (-0.38 \text{ \%/}^\circ\text{C} \times 10^\circ\text{C})$$

$$K_T = 1 + (-0.038)$$

$$K_T = 0.962$$

Using the same methodology, the temperature factor, K_T , for Inverter 7 is calculated as 0.935.

System derating factor. Table 2 illustrates how this is calculated using the appropriate subfactors. The system derating factor, K_S , for this system is calculated at 0.89.

Irradiance factor. The average recorded irradiance values, divided by the STC reference value of 1000 W/m^2 , provide the system's irradiance factor, K_I . For example, the average irradiance during testing of Inverter 1 is listed in Table 1 as 842 W/m^2 . The irradiance factor for Inverter 1 is therefore 0.842 ($842 \text{ W/m}^2 \div 1,000 \text{ W/m}^2$).

The performance test results for this system are provided in Table 3. Clearly, the system was performing quite well. Ongoing performance verification is simplified since the data acquisition system at the site monitors individual inverter production, as well as irradiance and cell temperature.

ESTABLISH PERFORMANCE BENCHMARKS

Another important function of commissioning is to establish performance benchmarks for the PV system. Carefully measuring and documenting performance at the beginning of the system's lifetime provides a standard to measure against during future maintenance. If the system appears to be performing well, follow-up measurements might not be taken until the next scheduled maintenance. For example, on a residential system without continuous monitoring, the system owner can hang a clipboard next to the inverter and write down the inverter output at noon on the first sunny day of each month or the first sunny weekend day. These numbers will form a pattern over the years, and any drop in performance can be identified and investigated. Of course, the initial numbers must meet expected values. If the benchmark performance is unnecessarily low, the system may never meet its expected performance and no one will notice.

Similarly, after a year passes and system owners receive the first “true-up” bill from the utility to find they owe more than expected, they may point fingers at the integrator. The integrator need only repeat the measurements taken and documented the year before at commissioning. If these match, the system was undersized, or performance was overpromised from the beginning, or the customer has added loads that were not anticipated. Benchmark data is particularly useful in this scenario, especially if the customer formally accepted the results at the initial commissioning.

ACCEPTANCE / CERTIFICATION

Various parties have varying degrees of interest in accepting the PV system. In fact, one of the reasons to perform commissioning is to fulfill acceptance test requirements. Typical acceptance tests include:

Does the PV system operate in normal grid-tie mode when presented with normal operating conditions, such as in the presence of sun and utility power?

Is the ratio of measured system power output to predicted power output of the system at least 0.95?

Most local jurisdictions will not check to make sure the PV system performs as designed. As with the NEC and most building codes, the AHJ’s main concern is that the system is safe. Often, the permit is signed off before the system is ever turned on.

Similarly, most utilities are satisfied if the system design passes the engineering review and the proper disconnects are observed at inspection. Occasionally, the utility will require that automatic shutdown of the inverter upon grid failure be demonstrated. But a utility is rarely concerned with the measured power production values of the system.

The PV integrator installing the system should be the first to pay attention to the initial system production. From installers to system designers to company CEOs, pride in their final product is linked to kilowatt-hour production. The integrator should not internally accept the installation until proper operation and production is verified.

Naturally, the system owner is the party with the most interest in accepting the newly commissioned PV system. The owner will count on the system to produce the expected power for several decades. If the owner is a PPA provider, it usually requires very strict acceptance testing. Funding of the project, and the next project, is highly dependent on the power produced from the system. The original PPA owner may own the system for only 5 years, at which point it must be demonstrably in good working order so that the “fair market value” buyout price remains as high as possible.

TRAINING

As part of the commissioning process, the PV integrator should train the owner on basic system operation. This training should include a physical walkthrough of the entire system, especially noting disconnect locations and procedures. Inverter operation should also be reviewed, including any display screens and status lights. Significant time should be dedicated to studying the monitoring system, if one is installed. The owner should be clear on how to access the monitoring system display. The owner will need the URLs and passwords if the DAS is Web based, and will need to know how to navigate that display, how often to look at it, what to look for and how to interpret alarms.

The integrator and owner should also review all system documentation, including O&M manuals and warranties. If a maintenance contract is included, the scope of the contract should be reviewed and the schedule and first maintenance visit should be agreed upon.

Inverter #1 / Carport A - ABB TRIO-20.0-TL-OUTD-S2-480A

RBT ELECTRIC, INC.

LACWD EEP125R1

9/5/2017

Current Data				Name Plate		
String Number	Test Time	Volts	Watts	Current	Total Panels	String Output
String 1	11:40	541	4,458.00	8.1	13	3965 watts
String 2	11:55	546	5,521.00	5.2	13	3965 watts
String 3	11:40	538	4,461.00	8.2	13	3965 watts
String 4	11:55	551	5,455.00	8	13	3965 watts
String 5					13	3965 watts
String 6					13	3965 watts
Totals		2176	19895	29.5	78	23790

Current Temp. 49.9 degree celcius

Inverter #2 / Carport B - ABB TRIO-20.0-TL-OUTD-S2-480A

Current Data					Name Plate		
String Number	Test Time	Volts (V)	Watts	Current	Total Panels	Panel Watt Rating	String Output
String 1	12:06	572	3264	4.4	18	305	5490 watts
String 2	12:15	583	5379	4.3	18	305	5490 watts
String 3	12:06	571	3194	5.3	18	305	5490 watts
String 4	12:15	548	5299	8.7	18	305	5490 watts
Totals		2274	17136	22.7	72		21960

Temp : 53.1 Degree Centigrade

Inverter #3 / Carport B - ABB TRIO-20.0-TL-OUTD-S2-480A

Current Data					Name Plate		
String Number	Test Time	Volts	Watts	Current	Total Panels	Panel Watt Rating	String Output
String 1	11:30	390	2595	6.8	18	305	5490 watts
String 2	11:37	398	2793	7.2	18	305	5490 watts
String 3	11:50	393	3164	8.2	18	305	5490 watts
String 4	11:30	395	2647	6.9	18	305	5490 watts
String 5	11:37	400	2834	7.2	18	305	5490 watts
String 6	11:50	402	3238	8.2	18	305	5490 watts
Totals		2378	17271	44.5	108		32940

Temp : 43.1 Degree Centigrade

Inverter #4 / Carport C - ABB TRIO-20.0-TL-OUTD-S2-480A

Current Data						Name Plate	
String Number	Test Time	Volts	Watts	Current	Total Panels	Panel Watt Rating	String Output
String 1	1:45	395	3072	6.1	13	305	3965 watts
String 2	1:55	430	2931	8.1	13	305	3965 watts
String 3	2:05	405	2564	5.4	13	305	3965 watts
String 4	1:45	396	3034	7.7	13	305	3965 watts
String 5	1:55	388	2971	6.4	13	305	3965 watts
String 6	3:05	408	2649	7.2	13	305	3965 watts
Totals		2422	17221	40.9	78		23790

Temp: 61.4 degree centigrade

Inverter #5 / Carport C - ABB TRIO-20.0-TL-OUTD-S2-480A

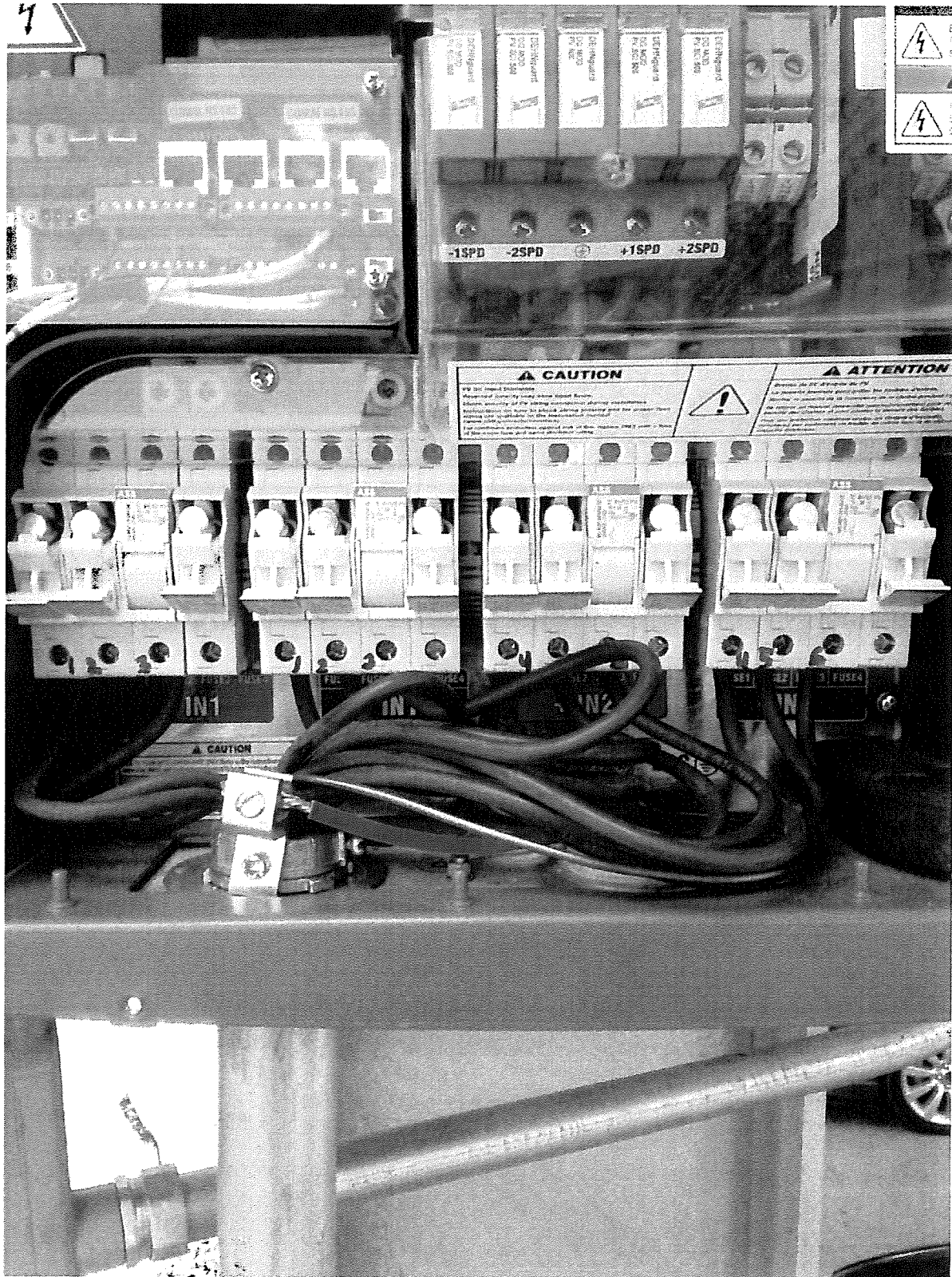
Current Data						Name Plate	
String Number	Test Time	Volts	Watts	Current	Total Panels	Panel Watt Rating	String Output
String 1	12:50	385	3094	8.1	13	305	3965 watts
String 2	1:10	397	3135	7.9	13	305	3965 watts
String 3	1:20	393	2430	6.9	13	305	3965 watts
String 4	12:50	391	3144	8.1	13	305	3965 watts
String 5	1:10	404	3199	8	13	305	3965 watts
String 6	1:20	400	2474	4.9	13	305	3965 watts
Totals		2370	17476	43.9	78		23790

Temp: 60.6 degree centigrade

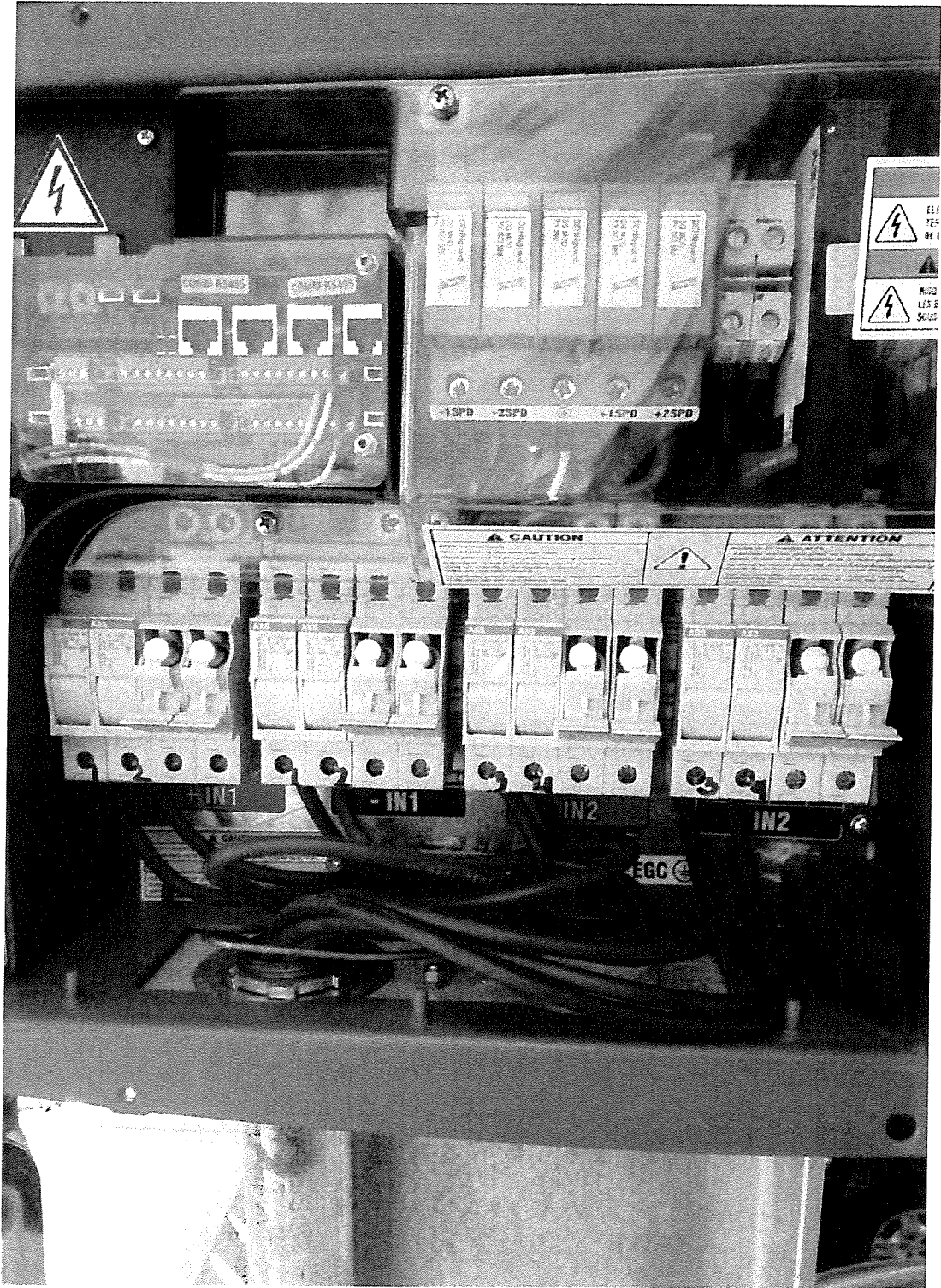
Inverter #6 / Carport D - ABB TRIO-20.0-TL-OUTD-S2-480A

String Number	Current Data				Name Plate		
	Test Time	Volts	Watts	Current	Total Panels	Panel Watt Rating	String Output
String 1	12:50	387	3044	8	13	305	3965 watts
String 2	1:10	399	3270	8.2	13	305	3965 watts
String 3	1:20	382	3068	8.1	13	305	3965 watts
String 4	12:50	392	3129	8.3	13	305	3965 watts
String 5	1:10	392	3267	8.3	13	305	3965 watts
String 6	1:20	395	3297	8.1	13	305	3965 watts
Totals		2347	19075	49	78		23790

Inverter 1



Inverter 2



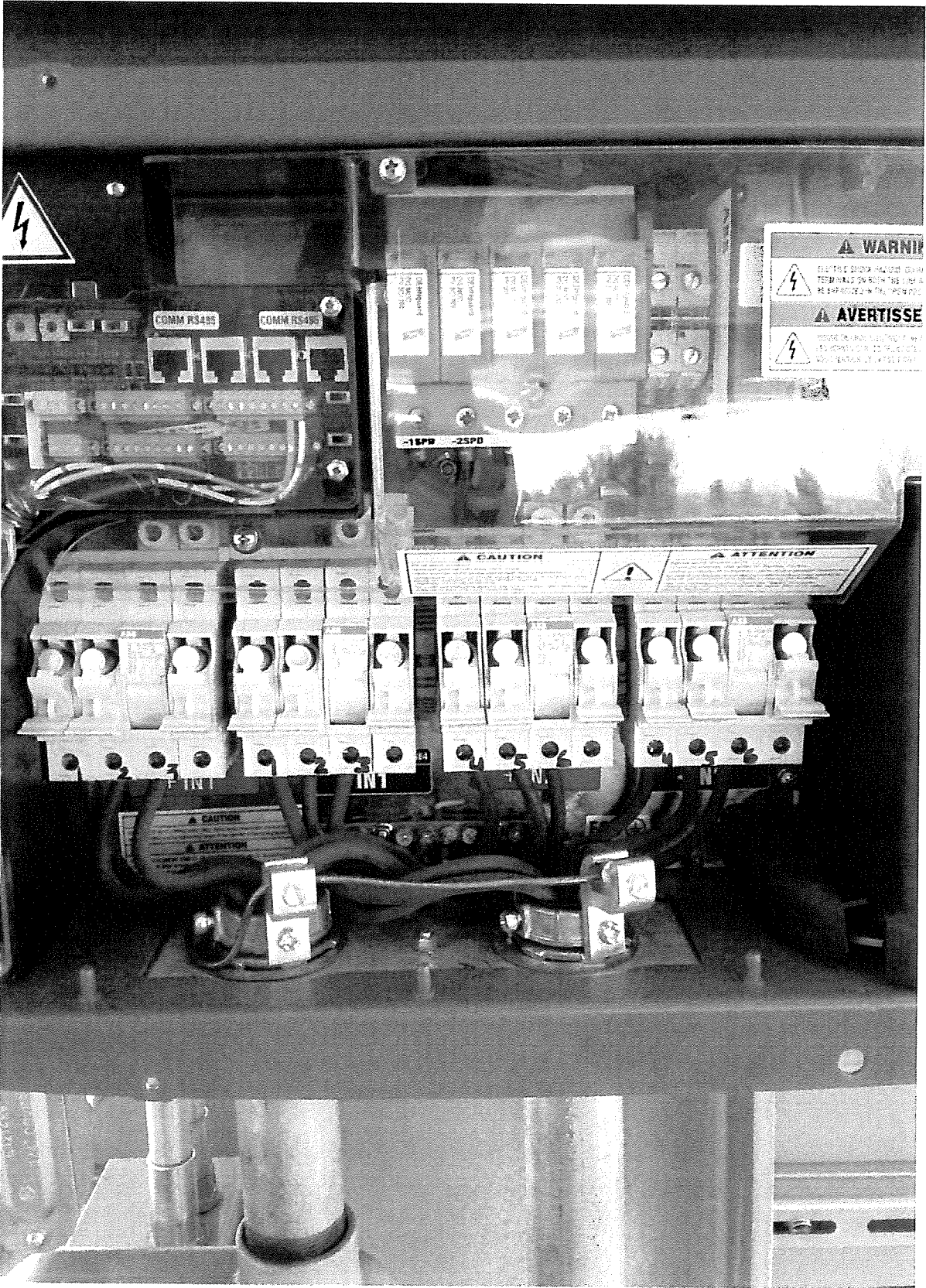
Inverter 3



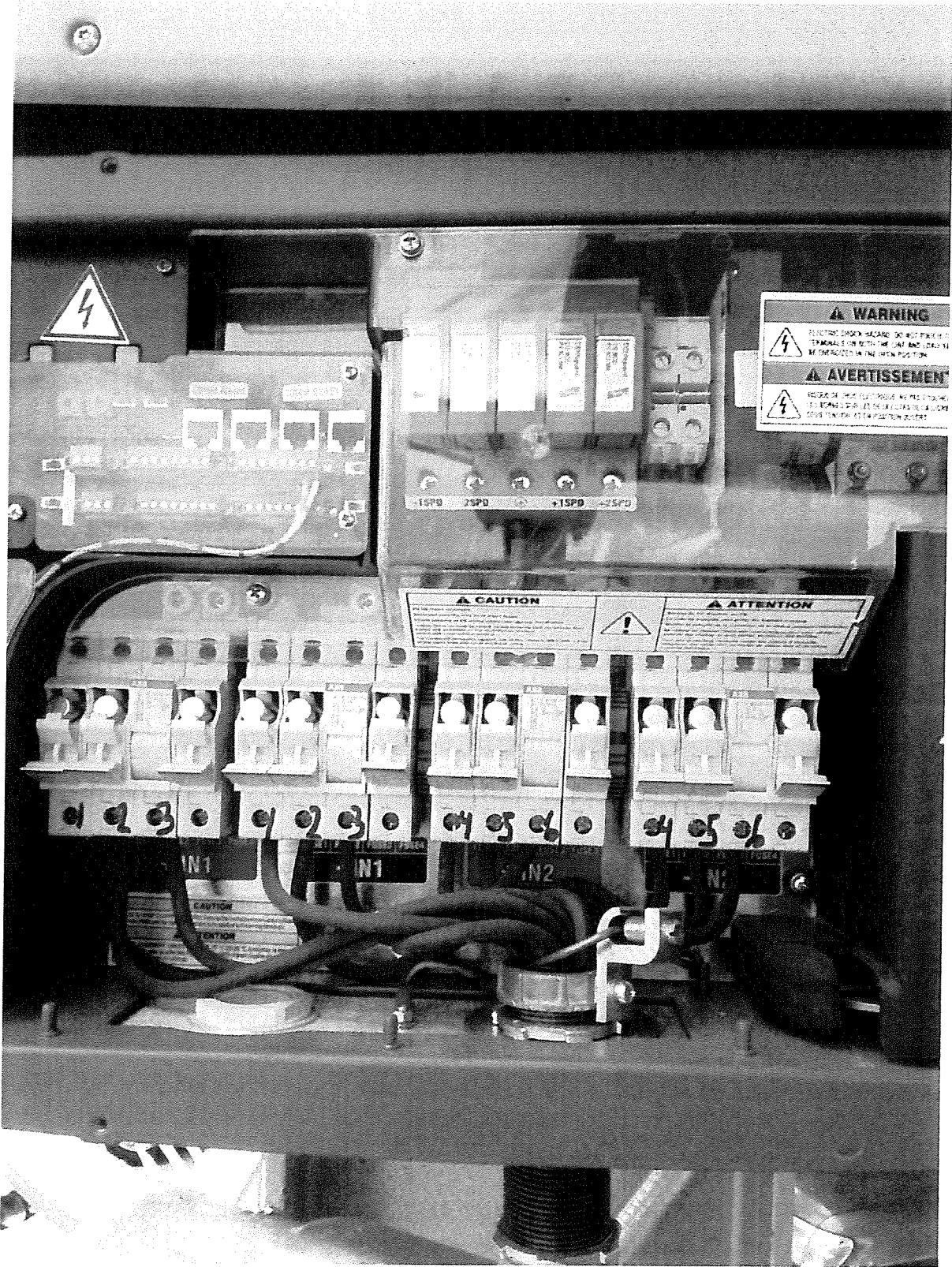
Inverter 4



Inverter 5



Inverter 6



CONCLUSION:

Other benefits to the owner of commissioned PV systems come from acceptance, recognition and financial awards from third parties such as green-building certification organizations and rebate administration agencies. For example, one of the prerequisites for the Energy and Atmosphere credit category for Leadership in Energy and Environmental Design (LEED) certification is the commissioning of all building energy systems, including the PV system. Further, PV system commissioning explicitly requires performance verification. In other words, if the PV system performance is not verified, the building is not eligible for 25% of the total available LEED points. Once performance is verified, the PV system itself can earn up to three credit points towards certification. For many new commercial buildings with PV, LEED certification is a big deal. The PV commissioning agent needs to coordinate with the LEED building commissioning authority to ensure proper documentation.

Although rebate programs vary from state to state and even from city to city, most require an upfront prediction of system performance, upon which rebate dollar amounts are based. In California, the Expected Performance–Based Buydown rebate is based entirely on the expected performance, as the name implies. However, for larger systems—currently systems over 50 kW, but in 2010 everything over 30 kW—the rebate is entirely based on performance. Energy production is metered and rebates are paid based on kWh production. Clearly, the system owner or other entity receiving the rebate money has a large incentive to ensure that the system performs as expected. Similarly, the New Solar Homes Partnership rebate amount is based on expected performance, but actual payment is granted only after formal system acceptance. For acceptance, site temperature and irradiance measurements are required. The inverter- displayed power output must match the expected power output calculated for the measured irradiance and temperature values. In addition, several markets have recently adopted feed-in tariffs to stimulate PV installations.

The overall trend is clear. As performance based incentives and feed-in tariffs become more popular in the US, system owners will demand—and integrators will need to provide—excellent commissioning and performance verification services.



Los Angeles County Waterworks District
Department of Public Works
43205 5th Street West
Lancaster, CA 93534
ISD Work Order No. EEP-111

10-23-2012

COMMISSIONING PLAN OVERVIEW
OPERATION AND MAINTENANCE DATA

1. Instrumentation
 - 1.1 Instrumentation and Tools
 - 1.2 IE Systems Scope of Work
2. Combiner Boxes
3. Racking Structural Installation
4. Data Acquisition System
5. Re-Combiner Boxes
6. Grounding Installation
7. Modules
8. DC Wiring
9. Photovoltaic Interconnect Switchgear
10. Inverter Testing
11. Meteorology Station
12. Transformers
13. Energization
14. Performance Testing
15. Final Report Components

COMMISSIONING PLAN OVERVIEW

- The commissioning plan is part of IE Systems commitment to deliver a quality program addressing all aspects of the photovoltaic system. Quality checks are used throughout the project lifecycle and serve to benchmark document and verify operation of the system.

- The commissioning plan will address the following:
 - Commissioning Review
 - Commissioning Log
 - Pre-functional Checks
 - Functional Tests
 - Performance Tests

747 N Main Street Orange, CA 92868
C-10 #925513
PH. 714-771-9098

7330 Eastgate Rd. Ste. #166
Henderson, NV 8901
PH. 702-719-7574



Los Angeles County Waterworks District
Department of Public Works
43205 5th Street West
Lancaster, CA 93534
ISD Work Order No. EEP-111

- The scope applies to the commissioning of 349.86Kw dc PV power system - 333Kw ac

1. INSTRUMENTATION

Instrumentation required for testing and measuring shall be rated for the application, and in a safe condition and good working order.

1.1. Instrumentation and Tools

- 1.1.1. Voltage measurement & testing with Digital Multi Meter (DMM) Fluke 179 or equivalent DMM from Fluke. The DMM shall be calibrated according to manufacturer's recommendation.
- 1.1.2. Insulation Resistance testing (Megger). The Megger test shall be conducted with Megger tester Megger 15kV – Catalog Number 210415 or equivalent tester. The test shall be conducted at 1000VDC and the resistance measured shall be 5 Megaohms or greater.
- 1.1.3. String level DC Voltage and Current measurement & testing using PV Analyzer PVA-600 or equivalent Equipment. Calibrate equipment in accordance to manufacturer's recommended calibration schedule.
- 1.1.4. Ground resistance testing with Digital Multi Meter (DMM) Fluke 179 or equivalent DMM from Fluke. The DMM shall be calibrated according to manufacturer's recommendation.
- 1.1.5. Torque wrenches
- 1.1.6. Solmetric – PV Analyzer PVA-600 -Calibration Date 1-31-2011
- 1.1.7. Inclinator
- 1.1.8. Thermal Imager Fluke Ti10 IR Fusion Technology or equivalent, shall be used to measure heat at terminals. Thermal Imager shall be calibrated according to manufacturer's recommendation.
- 1.1.9. Arc Flash Personal Protective Equipment
- 1.1.10. Irradiance Meter shall be measured with the daystar meter or equivalent light meter that measures in watts per square meter. Calibrate according to manufacturer's recommendations.

2. Combiner Boxes

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 2.1. Thermal Image
- 2.2. Megger positive and negative feeder home runs
- 2.3. Measure operating voltage for all strings
- 2.4. Measure operating current for all strings
- 2.5. All strings will be tested for Voc (Voltage Open Circuit) at the combiner level.
- 2.6. Verify torque settings for all electrical connections, mark lugs
- 2.7. Verify conductor labeling



Los Angeles County Waterworks District
Department of Public Works
43205 5th Street West
Lancaster, CA 93534
ISD Work Order No. EEP-111

- 2.8. Verify box is clean of metal shavings & knockouts has no burrs
- 2.9. Verify NEMA rating
- 2.10. Verify adequate clearances
 - 2.11. Verify UL Listing
 - 2.12. Verify Grounding connections
 - 2.13. Verify that all +/- conductors from the array are landed correctly
 - 2.14. Verify NEMA rating has not been compromised by cut-outs
 - 2.15. Verify ID labels on door
 - 2.16. Verify all fuse holders labeled
 - 2.17. All cable is secured
 - 2.18. All work is in a neat & workman like manner

3. Racking Structural Installation

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 3.1. Visual Inspection of system & modules
- 3.2. Torque of fasteners
- 3.3. Torque all module clips
- 3.4. Grounding & bonding

4. Data Acquisition System

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 4.1. Inspect meters, current transformers, sensors and communication
- 4.2. Record equipment serial numbers
- 4.3. Record power factor, voltage, amperage & output
- 4.4. Verify performance meter accuracy with Inverter meter data

5. Re-Combiner Boxes

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 5.1. Thermal Image
- 5.2. Torques all electrical connections
- 5.3. All conductors to be tested for Voc (Voltage Open Circuit) at the re-combiner level
- 5.4. Verify conductor labeling
- 5.5. Verify box is clean of metal shavings & knockouts has no burrs
- 5.6. Verify NEMA rating
- 5.7. Verify adequate clearances
- 5.8. Verify UL Listing
- 5.9. Verify Grounding connections
- 5.10. Verify all + / -conductors from array are landed correctly
- 5.11. Verify NEMA rating has not been compromised by cut-outs
- 5.12. Verify ID labeled on door
- 5.13. Verify all fuse holders labeled
- 5.14. Verify all cable is secured



**Los Angeles County Waterworks District
Department of Public Works
43205 5th Street West
Lancaster, CA 93534
ISD Work Order No. EEP-111**

5.15. Verify all work is in a neat & workman like manner

6. Grounding Installation

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 6.1. Inspect connections
- 6.2. Resistance testing
- 6.3. Verify all work is in a neat & workman like manner

7. Modules

The following inspections and were conducted and the all items listed were found to be correct and properly installed

- 7.1. Inspect panels for cracks in glass and damage to frame.
- 7.2. Inspect the panels are aligned and that they are secured attached to mounting brackets

8. DC Wiring

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 8.1. Megger testing
- 8.2. Verify proper sizing & conductor type
- 8.3. Connector testing

9. Photovoltaic Interconnect Switchgear

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 9.1. Inspect added over current protection device and Buss Taps

10. Inverter Testing

Inverter Commissioning was done by Advanced Energy

- 10.1. Commission per Manufactures Recommendations
- 10.2. Record inverter specifications
- 10.3. Check inverter labels
- 10.4. Confirm AC and DC feeder sizes
- 10.5. Mechanical/Electrical inverter checks
- 10.6. Inspect inverter for loose tools, documentation and parts
- 10.7. Torque & record all field connections
- 10.8. Review bonding methods



Los Angeles County Waterworks District
Department of Public Works
43205 5th Street West
Lancaster, CA 93534
ISD Work Order No. EEP-111

11. Meteorology Station

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 11.1. Inspect equipment functionality
- 11.3 Visually inspect panel temperature sensor to ensure that it is attached to the panel
- 11 4 Visually inspect irradiance sensor (pyronometer) for dust and use manufacture's recommendations for cleaning

12. Transformers

The following inspections and tests were conducted and the all items listed were found to be correct and properly installed

- 12.1. Inspect terminations, wire size and type
- 12.2. Grounding
- 12.3. Mounting / Fastening

13. ENERGIZATION

- 13.1. Energization of components will occur when the "Interconnect" is established. All Energization will be carried out under a controlled startup and established procedures. The procedures will address Safety, Lock Out Tag Out, System pre-requisites and Personnel

14. Performance Testing

- 14.1. Perform (3) separate readings at array and inverter
- 14.2. Energy Simulation Report for each inverter
- 14.3. Power Plant Performance Tests: Performance testing will address power plant cycles, integrated functionality and capacity of systems. Commissioning includes, but is not limited to: Voltage & Current of (each phase) / Power measurements / STC requirements (irradiance and cell temperature) / output

15. Final Report Components

- 15.1 Narrative System Description
- 15.2. Reports detailing all system settings and values
- 15.3. Photos

16. Array Tracker

- 16.1 Please refer to array tracker manual for procedure and forms to verify normal tracking modes and mimic stow conditions