



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**

January 4, 2023

### **NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)**

PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for the On-Call Environmental Laboratory Services Program for Geotechnical and Materials Engineering Division (BRC0000354). This program has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual program amount of this service is estimated to be \$3,500,000. The Request for Statement of Qualifications (RFSQ) 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 Ms. Ani Karapetyan at (626) 458-4050 or [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@pw.lacounty.gov) or Ms. Anna Leung at (626) 458-4072 or [aleung@pw.lacounty.gov](mailto: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>.**

#### **"Do Business with Public Works" Website Registration**

All interested proposers for this RFSQ are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFSQ through the website will receive automatic notification when any update to this RFSQ 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 RFSQ documents including, but not limited to:

1. Proposer must have a minimum of 5 years of experience analyzing soil and water samples.
2. Proposer must have an office and a stationary laboratory located in at least one of the five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties. Subcontractors, if any, **do not** need to have an office and stationary laboratory located in one of the five County Areas listed above.
3. Proposer and subcontractors, if any, must submit proof of valid and active accreditation by the California State Water Resources Control Board's Environmental Laboratory Accreditation Program for all laboratories located within the five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties and include the associated Accredited Fields of Testing list. Subcontractor's laboratory and address listed in the Environmental Laboratory Accreditation Program certification **does not** need to be located in one of the five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties.
4. Proposer must submit a copy of the certification for its assigned personnel for this service who have a current and active 24- or 40-hour Hazardous Waste Operations and Emergency Response training certification. **This minimum requirement must be met by the proposer and cannot be met by use of subcontractors.**

**There are no conference and walk-through requirements for this solicitation. The deadline to submit written questions for a response is Wednesday, January 11, 2023, by or before 5:30 p.m.**

**The deadline to submit proposals is Wednesday, January 25, 2023, at 5:30 p.m.**  
Please direct your questions to Ms. Karapetyan or Ms. Leung.

### **IMPORTANT NOTICE**

Submission of proposals **will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters** located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. **Submission of hard copy proposals will not be accepted.**

### **PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:**

#### **Electronic Submission of Proposals**

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on [www.bidexpress.com](http://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 must 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, compact disc, or any other materials to the County via mail.

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

**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, PE  
Director of Public Works

A handwritten signature in blue ink, appearing to read 'Shari Afsari'. The signature is fluid and cursive.

SHARI AFSHARI  
Deputy Director

AK

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Enc.

**LOS ANGELES COUNTY**

**PUBLIC WORKS**

**REQUEST FOR STATEMENT OF  
QUALIFICATIONS**

**FOR**

**ON-CALL ENVIRONMENTAL LABORATORY  
SERVICES PROGRAM FOR GEOTECHNICAL  
AND MATERIALS ENGINEERING DIVISION  
(BRC0000354)**



*Public Works*

LOS ANGELES COUNTY

Approved \_\_\_\_\_ December 12 \_\_\_\_\_, 2022

MARK PESTRELLA, PE  
Director of Public Works

By: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read 'Sharon A. Gannon', written over a horizontal line.

Deputy Director

REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR  
ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR  
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)

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## ATTACHMENTS

1.      County of Los Angeles Policy on Doing Business with Small Business
2.      Listing of Contractors Debarred in Los Angeles County
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## PART II

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#### EXHIBITS

- A. Scope of Work
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[Successful Proposer's Form PW-2, will be incorporated here]
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## PART I

### REQUEST FOR STATEMENT OF QUALIFICATIONS

#### SECTION 1

##### INTRODUCTION

A. Proposers' Conference

No Proposers' Conference will be held 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 Request for Statement of Qualifications (RFSQ) are invited to submit a Statement of Qualifications (SOQ) also referred to as "Proposal", provided they meet the following requirements at the time of SOQ submission:

1. Proposer must have a minimum of 5 years of experience analyzing soil and water samples.
2. Proposer must have an office and a stationary laboratory located in at least one of the five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties. Subcontractors, if any, **do not** need to have an office and stationary laboratory located in one of the five County Areas listed above.
3. Proposer and subcontractors, if any, must submit proof of valid and active accreditation by the California State Water Resources Control Board's Environmental Laboratory Accreditation Program for all laboratories located within the five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties and include the associated Accredited Fields of Testing list. Subcontractor's laboratory and address listed in the Environmental Laboratory Accreditation Program certification does not need to be located in one of the five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties.
4. Proposer must submit a copy of the certification for its assigned personnel for this service who have a current and active 24- or 40-hour Hazardous Waste Operations and Emergency Response training certification. **This minimum requirement must be met by the proposer and cannot be met by use of subcontractors.**

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 RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed to:

Los Angeles County Public Works  
Business Relations and Contracts Division - 8th Floor  
P.O. Box 1460  
Alhambra, CA 91802-1460

Attention Ms. Ani Karapetyan  
E-Mail: [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@pw.lacounty.gov)  
Telephone: (626) 458-4050

Or

Attention Ms. Anna Leung  
E-Mail: [aleung@pw.lacounty.gov](mailto: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 Analysts named in the Notice of RFSQ and above, regarding this solicitation, the County, in its sole determination, may disqualify their Proposal from further consideration.

D. Child Support Compliance Program

Proposers must: 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 RFSQ by written addendum prior to the Proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums will be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and will 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 RFSQ 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 Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.
2. Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or must 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-3). 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 must 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 must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must 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 will not be considered for Contract award. Proposers must certify compliance on Form PW-3, Certification of Compliance for Attestation of Willingness to Consider GAIN/ GROW Participants.

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

On-Call Environmental Lab Services  
(BRC0000354)

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 RFSQ.

K. Jury Service Program

1. The resultant Contract from this RFSQ 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 will 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 Form PW-3, Certification of Compliance for Contractor Employee Jury Service Program Certification Form & Application for Exception and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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 will 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-5, Request for Preference Consideration and submit a letter of certification from the DCBA with their SOQ.
  - 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-5, Request for Preference Consideration 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 i. and ii. above.
  - b. The DCBA will 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-5, Request for Preference Consideration 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 must notify the County of any pending acquisitions/mergers of their company unless otherwise legally prohibited from doing so. If the Proposer/Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer on Form PW-1, Proposer's Organization Questionnaire/Affidavit. 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. Proposer will have a continuing obligation to notify the County and update any changes to its response on Form PW-1, Proposer's Organization Questionnaire/Affidavit during the solicitation.

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 of Compliance form attached as Form PW-3. A completed Form PW-3 is a required part of any agreement with the County.

In Form PW-3, Certification of Compliance for Charitable Contribution Certification, 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-3 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 RFSQ 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 RFSQ.
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 of the Proposers' Conference and 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 must notify its employees, and must 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 must 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 must 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 (SBE) 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 must 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 must 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 Acknowledgement 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-3, Certification of Compliance for Zero Tolerance Policy on Human Trafficking 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 must 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 must 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 will 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, will 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.

Contractors are required to certify that they, and their subcontractors 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 CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority, women, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars will go to certified CBEs. All Proposers must 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

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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 Economic Opportunity (DEO), 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 Economic Opportunity (DEO): [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.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 must be notified of any future additions in CBE participation.
12. Proposer is a certified CBE.
13. The Proposer's CBE participation must be reflected in the CBE Form.

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.

## SECTION 2

### STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

#### A. Statement of Qualifications Format and Content Requirements

The County, utilizing Public Works as the administrative agency, is issuing this Request for Statement of Qualifications (RFSQ) to interested parties for environmental laboratory services. The work to be done under this contract will include analyzing soil and water samples and other substances as authorized by the Board. The responses to this Statement of Qualifications (SOQ) must fully describe the cost and technical operations necessary to analyze soil and water and other substances. SOQ must be presented in the sequence, with the content tabbed and paginated in the format stated below. All information submitted must be completed to County's satisfaction and approved by the County prior to the execution of the Contract. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the SOQ as nonresponsive at the County's sole discretion:

1. Title page

The title page must 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 must list all materials included in the Proposal.

3. Letter of Transmittal

A person legally authorized to enter into Contracts for the Proposer must 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.

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b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement of Information for Limited Liability Company" as filed with the California Secretary of State or state of registration. 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. On-Site Lab Inspections

As part of the Pass/Fail Review, the Contract Manager will conduct on-site inspections of each laboratory facility to review Proposer's quality assurance and quality control, safety protocols, cleanliness, and laboratory functionality and capacity to meet County's needs.

Proposers will be evaluated on the following:

- Safety Protocols: Presence of Safety Plans, Safety Data Sheets (SDS), business plans, Personal Protective Equipment (PPE) availability, first aid kits, eye washes, fire containment, etc.
- Cleanliness: Overall condition of proposer's facility including laboratory, sample storage area, office, structure, and outdoor areas.
- Functionality: Overall functionality and capacity of facility; layout of facility including sample take-in area, sample storage, location of analytical equipment, HVAC system, positive pressure clean rooms, etc.

6. Subcontractors

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

7. Licenses and Certifications

Submit copies of the Proposer's, employees', and/or Subcontractors' licenses and certifications required to perform the work, if any.

8. Insurance

Submit completed Form PW-13, 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 RFSQ if awarded the Contract. In Form PW-13, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request

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for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

9. Forms List

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

Declaration for On-Call Environmental Laboratory Services Program for Geotechnical and Materials Engineering Division (BRC0000354)

PW-1	Proposer's Organization Questionnaire/Affidavit
PW-2	Schedule of Prices
PW-3	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Proposer's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information
PW-11	Transmittal 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	Proposer's Pending Litigations and Judgments
PW-13	Proposer's Insurance Compliance Affirmation
PW-14	COVID-19 Vaccinations of County Contractor Personnel
PW-15	Statement of Equipment Form
PW-16	Compliance with the Minimum Requirements
PW-17	Typical Testing and National Pollutant Discharge Elimination System Permitting Tests Form

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

10. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, must 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	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-7	Proposer's Equal Employment Opportunity Certification
PW-9	Proposer's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information

11. Additional Information

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

B. SOQ Submission

1. Unless the proposals are submitted electronically through [www.bidexpress.com](http://www.bidexpress.com), electronic proposals must be submitted with **two** (2) complete electronic sets of the Proposal that includes all related information in the following formats:

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

**Please note:** Hard copies of proposals will not be accepted.

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

2. Submit electronic Proposals to the Los Angeles County Public Works Cashier's Office, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are only accepted when received and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the Proposal submission deadline. Delays and missed deadlines for submission of Proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.
5. In lieu of submitting electronic proposals to the Cashiers Office, you may submit proposals electronically on [www.bidexpress.com](http://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 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. 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 STATEMENT OF QUALIFICATIONS

#### A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all SOQs 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 RFSQ at any time at its sole discretion. In the event of any such rejection of SOQs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a SOQ.

SOQs 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 SOQ may be rejected as unauthorized and nonresponsive.

No SOQ will be considered unless the Proposer submits a SOQ for all requested items. If the solicitation document requests multiple quotations, no SOQ 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 must not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their SOQ 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 must 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 will also apply to any proposed Subcontractors of Proposer on County Contracts.

E. Disqualification of Proposers

More than one SOQ 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 SOQ for the work contemplated may cause the rejection of all SOQs 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 SOQs or future SOQs 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 must 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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 SOQ, Proposer will be held to have carefully read this RFSQ, all attachments, and exhibits; satisfied themselves before the delivery of their SOQ 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 RFSQ 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 SOQ 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 SOQ in accordance therewith. If Proposer's SOQ 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 RFSQ 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 will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's SOQ 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 SOQ 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 SOQs 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 SOQs that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County will 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 SOQ as confidential will not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective SOQ 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 SOQ submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective SOQ 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 RFSQ. 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 Statement of Qualifications

SOQs 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 will 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 will 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will 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 will 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. Statement of Qualifications 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 SOQ, 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 SOQ 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 SOQ on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

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

P. Term of Statement of Qualifications

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

Q. Truth and Accuracy of Representations

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

R. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the SOQ 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.

S. Contractor Independence

A Proposer or its subsidiary or Subcontractor (Proposer), is prohibited from submitting a bid or SOQ in a County solicitation if the Proposer has provided advice or consultation for the solicitation. A Proposer is also prohibited from submitting a bid or SOQ in a County solicitation if the Proposer has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

T. Conflict of Interest

Proposer must 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 will not contract with, and will reject any bid or SOQ 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.

U. Acceptance of Terms and Conditions

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

V. 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.

W. COVID-19 Vaccinations of County Contractor Personnel

Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed Form PW-14 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

X. Contractor Development and Bonding Program

Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, please contact contract administrator.

## SECTION 4

### EVALUATION OF STATEMENT OF QUALIFICATIONS, AWARD, AND EXECUTION OF CONTRACT

#### A. Award of Contract

The County reserves the right to award contracts to all qualified Proposers. The recommended awardee must sign and return the Agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee(s) must 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 SOQ, the terms of any resultant Contract/agreement, and to determine which SOQ 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 Statement of Qualifications

1. All responses to this RFSQ become the property of the County. Upon receipt of the SOQ as specified and evaluation of SOQs 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 SOQs. 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 SOQs.
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 SOQ or any other disparity, if, as a whole, the Proposal substantially complies with the RFSQ's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

D. Pass/Fail Review

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

1. SOQs were time stamped by the Cashier or BidExpress prior to the deadline for submission of the SOQ. Any SOQ without a Public Works or BidExpress time stamp verifying that the deadline for submission has been met will be rejected.
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 Form PW-16.
3. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
4. Proposer has completed and demonstrated compliance with Form PW-17, Typical Testing and National Pollutant Discharge Elimination System (NDPES) Permitting Tests Form.
5. Proposer and Subcontractors, if any, have completed all appropriate forms.
6. The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFSQ and Contract.
7. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for 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 County.
8. On-Site Lab Inspections

Proposers will be evaluated on the On-Site Lab Inspection as part of Section 2.A.5 (On-Site Lab Inspection). The Contract Manager may give a "No Pass" rating to any Proposer that fails to sufficiently meet any of the items specified in Section 2.A.5 of this RFSQ.

A rating of “No Pass” for any On-Site Lab Inspections category is unacceptable and may result in rejection of the SOQ, in the County's sole discretion.

G. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the SOQ, 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 1.C, Business Size Enterprise Category and 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 SOQ, 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 SOQs 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 SOQ.
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 Solicitation Requirements 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 will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/Proposal due date.

D. Place to Submit Requests for Review

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

E. Disqualification Review

1. A bid/SOQ may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/SOQ is disqualified due to nonresponsiveness, Public Works will 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 will be completed and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where SOQs are evaluated and scored in accordance to Section 4, Evaluation of SOQs, the following provisions will 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 will be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers will 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 SOQ format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the SOQs 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/SOQs, 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 SOQ, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative will 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 will 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 requests 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**

Declaration for On-Call Environmental Laboratory Services Program for  
Geotechnical and Materials Engineering Division (BRC0000354)

PW-1	Proposer's Organization Questionnaire/Affidavit
PW-2	Schedule of Prices
PW-3	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Proposer's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information
PW-11	Transmittal Form to Request a Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Proposer's Pending Litigations and Judgments
PW-13	Proposer's Insurance Compliance Affirmation
PW-14	COVID-19 Vaccinations Certification of Compliance
PW-15	Statement of Equipment Form
PW-16	Compliance with Minimum Requirements
PW-17	Typical Testing and National Pollutant Discharge Elimination System Permitting Tests Form

## **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
4. Los Angeles Regional Contractor Development and Bonding Program
5. Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions
6. BidExpress.com Set-up Guide

**DECLARATION  
FOR  
ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR  
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-17 ARE TRUE AND CORRECT.**

PRINT NAME:	TITLE:
PROPOSER'S NAME:	
SIGNATURE:	DATE:

## PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p><b>Select the option that best defines your firm's business structure:</b></p> <p> <input type="checkbox"/> Corporation  <input type="checkbox"/> Limited Liability Company (LLC)  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Sole Proprietorship  <input type="checkbox"/> Non-Profit  <input type="checkbox"/> Franchise  <input type="checkbox"/> Other (Specify)         </p>	<p><b>If Corporation or Limited Liability Company (LLC):</b>          Legal Name (as stated in Articles of Incorporation):          _____</p> <p>State of Incorporation: _____</p> <p>Year of Incorporation: _____</p> <p><b>If Limited Partnership or a Sole Proprietorship:</b>          Name of proprietor or managing partner:          _____</p> <p><b>If other:</b> Specify business structure name:          _____</p>
2	<p><b>Is your firm doing business under one or more DBA's?</b></p> <p> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	<p>Name: _____</p> <p>Country of Registration: _____</p> <p>Year became DBA: _____</p>
3	<p><b>Is your firm wholly/majority owned by, or a subsidiary of another firm?</b></p> <p> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:          _____</p> <p>State of Incorporation or registration of parent firm:          _____</p>
4	<p><b>Has your firm done business under other names within last five (5) years ?</b></p> <p> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): _____          _____          _____</p> <p>Year(s) of Name Change: _____          _____</p>

5	<b>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</b>	<hr/> <hr/> <hr/> <hr/> <hr/>
6	<b>Is your firm involved in any pending acquisition or mergers?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.  <hr/> <hr/> <hr/> <hr/> <hr/>
7	<b>List all names and contact information of all individuals legally authorized to commit the Proposer.</b>	Name: <hr/> Title: <hr/> Phone: <hr/> Email: <hr/> Name: <hr/> Title: <hr/> Phone: <hr/> Email: <hr/> Name: <hr/> Title: <hr/> Phone: <hr/> Email: <hr/>



## SCHEDULE OF PRICES FOR ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)

The undersigned Proposer offers to perform the work described in the Request for Statement of Qualification (RFSQ) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, sample container, supplies, and laboratory consultation unless stated otherwise in the RFSQ. 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. It is understood that these prices should not be exceeded on an individual project basis. Any test not listed on this Schedule of Prices will be paid at the company's current published prices or competitive bid prices.

By submission of this Statement of Qualifications, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

### CATEGORIES A – E

#### A. TESTS (Soil and Water)

The following tests, performed on 25 samples for soil and 5 samples for water will be the most commonly used on a typical job. Consider the frequency when listing rates for each test, the required detection limit, and a 5-day turnaround time.

No.	Test	Price/Test for Soil (Item A.1)	Method Detection Limit (MDL)	Price/Test for Water (Item A.2)	Method Detection Limit (MDL)
1.	EPA 8015B as Gasoline		100-200µg/kg		50.0 µg/L
2.	EPA 8015B as Diesel		1.0 mg/kg		100.0 µg/L
3.	EPA 1664A for TRPH		10.0 mg/kg		1000.0 µg/L
4.	EPA 8015B/624 Mod. for Methanol		1.0 mg/kg		500.0 µg/L
5.	EPA 8260B/624 Mod. for Ethanol		0.5 mg/kg		250.0 µg/L
6.	EPA 8260B for VOCs + BTEX/MTBE/DIPE/ ETBE/TAME/TBA/ETOH		1 – 20 µg/kg <sup>1</sup>		0.5 – 10.0 µg/L <sup>2</sup>
7.	EPA 8270C for SVOCs		250 µg/kg		1.0 – 10.0 µg/L
8.	EPA 8081A for Pesticides		1.0 – 40.0 µg/kg		0.1 – 1.0 µg/L
9.	EPA 8151A for Herbicides		40.0 – 400.0 µg/kg		0.2 – 2.0 µg/L
10.	EPA 6010B/7471 for Title 22 Metals		30.0 µg/kg to 4.5 mg/kg		0.0003 to 2.0 µg/L
11.	EPA 8082 for PCBs		25 µg/kg		5 µg/L
12.	EPA 8310 for PAHs		0.01 mg/kg		0.1 µg/L
13.	CDHS STLC for Lead		300.0 µg/L	N/A	N/A
14.	EPA 1311 TCLP for Lead		300.0 µg/L	N/A	N/A
15.	EPA 300 for Sulfate (SO <sub>4</sub> )	N/A	N/A		5.0 mg/L
16.	EPA 300 for Nitrate (NO <sub>3</sub> )	N/A	N/A		0.1 mg/L
17.	SM 3500 Fe B for Ferrous Iron (Fe <sup>2+</sup> )	N/A	N/A		0.1 mg/L
18.	EPA 8015M/RSK 175 for Methane	N/A	N/A		5.0 µg/L

	<b>SUBTOTAL PRICE</b>	<b>Item A.1</b> (Sum of Item 1 – 18) \$ _____		<b>Item A.2</b> (Sum of Item 1 – 18) \$ _____	
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TESTS	SUBTOTAL PRICE	NO. OF TESTS	TOTAL PRICE (SUBTOTAL PRICE X NO. OF TESTS)
Test for Soil (Item A.1)	\$ _____	x 25 tests	\$ _____
Test for Water (Item A.2)	\$ _____	x 5 tests	\$ _____
<b>CATEGORY A - TOTAL PROPOSED PRICE FOR TESTS (SOIL AND WATER)</b> (Total Price for Test of Soil (Item A.1) + Total Price for Test for Water (Item A.2) = Total Proposed Price for Tests)			\$ _____

## NOTES:

<sup>1</sup> = specific MDLs for the following constituents: BTEX = 1.0 µg/kg, MTBE/DIPE/ETBE/TAME = 2.0 µg/kg, and TBA = 20 µg/kg

<sup>2</sup> = specific MDLs for the following constituents: BTEX = 0.5 µg/L, MTBE/DIPE/ETBE/TAME = 1.0 µg/L, and TBA = 10.0 µg/L

B. The following suite of tests is to be performed for one water sample:

NPDES Permitting Tests (LARWQCB Requirements) \$ \_\_\_\_\_

See Part II, Exhibit A, Scope of Work, Section A, Work Description, for the NPDES permit testing requirements and respective detection limits. It is not expected that the Proposer be able to perform all of these tests; however, the majority (at least 90 percent) shall be performed in-house by the Proposer.

<b>TOTAL PROPOSED PRICE FOR NPDES PERMITTING TESTS</b>	\$ _____
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LABORATORY SERVICESRATE OR PERCENT

C. Stationary Laboratory Charges  
24-hour turnaround time  
(when applicable to test method)  
surcharge as a percentage of the Total of  
Prices from both Test columns, Category A

$$(100\% + \frac{\text{Mark-up Percentage}}{\text{Total Price from Category A}}) \times \text{Total Price from Category A} = \$ \text{Surcharge Price}$$

<b>TOTAL PROPOSED PRICE FOR STATIONARY LAB CHARGES</b>	\$ _____
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D. Reporting Format and Quality Assurance  
and Quality Control Documentation (QA/QC)  
AB2886 (Geotracker) Electronic Data Format  
surcharge as a percentage of the Total of  
Prices from both Test columns, Category A

$$(100\% + \frac{\text{Mark-up Percentage}}{\text{Total Price from Category A}}) \times \text{Total Price from Category A} = \$ \text{Surcharge Price}$$

<b>TOTAL PROPOSED PRICE FOR REPORTING FORMAT QA/QC, AB2886 (GEOTRACKER) FORMAT</b>	\$ _____
--	----------

- E. EPA 5035 Sampling Method including sample container preparation, sampling devices, and sampling kits as a surcharge per sample.

\$ \_\_\_\_\_

Surcharge per sample

<b>TOTAL PROPOSED PRICE FOR EPA 5035 SAMPLING METHOD</b>	\$ _____/surcharge per sample
--	----------------------------------

**Any testing not quoted on this Form PW-2, Schedule of Prices, shall be billed not exceeding the Contractor's 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, indicating the unit rates not quoted on Form PW-2, Schedule of Prices, for testing, samplings, laboratory services, and/or reports.**

LEGAL NAME OF PROPOSER		
PROPOSER'S ADDRESS:		
E-MAIL		
PHONE	MOBILE	DATE

P:\brcdpub\Service Contracts\CONTRACT\Ani\On-Call Environmental Laboratory Services\01 RFSQ\04.1 FORM PW-2 Sched of Prices 6-15-22.docx

**CERTIFICATION OF COMPLIANCE**

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification  Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)  _____	<u>Board Policy 5.065</u>	<b>Check the Certification below that is applicable to your company.</b>  <input type="checkbox"/> 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.  <b>OR</b>  <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Willing to provide GAIN/GROW participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b> <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b> _____

**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

	2018	2019	2020	2021	2022	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.

## REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

**OR**

<input type="checkbox"/> <b>PREFERENCE REQUESTED (SELECT ALL THAT APPLY)</b>		
<b>Preference Program</b>		<b>Reference</b>
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<b><u>LACC 2.204</u></b>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<b><u>LACC 2.205</u></b>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<b><u>LACC 2.211</u></b>

**Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.**

## 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



## LIST OF SUBCONTRACTORS

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

☐

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

[illegible]

**FORM PW-8**

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning 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).

	<b>Subcontractor Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning</b>
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 CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). 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/DVBE/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

# PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: \_\_\_\_\_

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity		
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_  
 \_\_\_\_\_

### Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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 his/her judgment shall be final.

[illegible]

## 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: \_\_\_\_\_

**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):

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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):

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**ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR  
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)  
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

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Proposer's Name

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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.

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
(the "Contractor"), certify that on County Contract:

Contract Number:	
Contract Name:	

- ☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☐ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors at all tiers.

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**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name:	
Print Name:	Title
Signature:	Date:

TELEPHONE: \_\_\_\_\_

**STATE BELOW THE INFORMATION FOR INSTRUMENTATION/EQUIPMENT THAT WILL BE UTILIZED FOR THIS SERVICE**

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

[illegible]

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ FOR  
ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR  
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)**

**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 a detailed narrative/resume in your SOQ to support the minimum mandatory requirements of this RFSQ, any inconsistencies or inaccuracy in the information provided on this form, and/or your SOQ, may subject your SOQ to disqualification or other actions, at the sole discretion of the County.

**At the time of SOQ Submission, Proposer must meet the following minimum requirements:**

- Proposer must have a minimum of 5 years of experience analyzing soil and water samples.

- ☐ Yes. Proposer meets the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your bid to support this minimum mandatory requirement).

Name of Proposer	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience  Please provide a detailed narrative of Proposer's experience in your RFSQ to validate this minimum mandatory requirement.	Type of Samples Analyzed (Check all that applies)	Page No.*
			<input type="checkbox"/> Water <input type="checkbox"/> Soil <input type="checkbox"/> Other: <hr/>	

\*List the page number in the proposal containing the resume/experience. (Please attach additional pages if needed.)

- ☐ No. Proposer **does not** meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

- Proposer must have an office and a stationary laboratory located in at least one of the Five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties. Subcontractors, if any, **do not** need to have an office and stationary laboratory located in one of the Five County Areas listed above.

- ☐ Yes. Proposer meets the experience requirement stated above.

	<b>List Address</b>
<b>Proposer's Office:</b>	
<b>Proposer's Stationary Laboratory:</b>	

(Please attach additional pages if needed.)

- ☐ No. Proposer **does not** meet the minimum mandatory requirement state above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

3. Proposer and subcontractors, if any, must submit proof of valid and active accreditation by the California State Water Resources Control Board's Environmental Laboratory Accreditation Program (ELAP) for all laboratories located within the Five County Areas and include the associated Accredited Fields of Testing list. Subcontractor's laboratory and address listed in the ELAP certification **does not** need to be located in one of the Five County Areas.

- ☐ Yes. Proposer and subcontractor, if any, meets the minimum mandatory requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.7, Licenses and Certifications, please provide copies in your proposal to support this minimum mandatory requirement).

<b>Proposer: Name of Certificate Holder</b>	<b>ELAP No.</b>	<b>Valid/Active Dates</b>	<b>Page No.*</b>

<b>Subcontractor: Name of Certificate Holder</b>	<b>ELAP No.</b>	<b>Valid/Active Dates</b>	<b>Page No.*</b>

\*List the page number in the proposal containing the copy of certificate(s). (Please attach additional pages if needed.)

- ☐ No. Proposer **does not** meet the minimum mandatory requirement state above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

4. Proposer must submit a copy of the certification for its assigned personnel for this service who have a current and active 24- or 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training certification. **This minimum requirement must be met by the proposing entity and cannot be met by use of subcontractors.**

- ☐ Yes. Proposer meets the minimum mandatory requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.7, Licenses and Certifications, please provide copies in your proposal and provide the names of the staff assigned to this Contract to support this minimum mandatory requirement).

Name of Certificate Holder	Certificate No.	Valid/Active Dates	Page No.*

\*List the page number in the proposal containing the copy of certificate(s). (Please attach additional pages if needed.)

- ☐ No. Proposer **does not** meet the minimum mandatory requirement state above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

## TYPICAL TESTING AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITTING TESTS FORM

### 1. TYPICAL TESTING

Please indicate which Typical Testing will or will not be performed at proposer's stationary laboratory located in at least one of the Five County Areas.

**If Proposer indicate they cannot perform more than three (3) of the Typical Tests numbered below at the Proposer's stationary laboratory located in at least one of the Five County Areas, your proposal may, in the County's sole discretion, be immediately disqualified as nonresponsive. Any checkboxes that are left blank will be considered "No" as a response.**

No.	TYPICAL TESTING	YES	NO
1.	EPA 8015B for Gasoline Range Hydrocarbons (to include sampling by EPA Method 5035, at times)		
2.	EPA 8015B for Aviation Gas Range Hydrocarbons (to include sampling by EPA Method 5035, at times)		
3.	EPA 8015B for Jet Fuel Range Hydrocarbons		
4.	EPA 8015B for Diesel Range Hydrocarbons		
5.	EPA 8015B for Naphtha Range Hydrocarbons		
6.	EPA 8015B for Total Carbon Chain		
7.	EPA 8015B/624 for Ethanol		
8.	EPA 8015B/624 for Methanol		
9.	EPA 166A for Total Recoverable Petroleum Hydrocarbons (TRPH)		
10.	EPA 8021 for Benzene, Toluene, Ethylbenzene, Xylene (BTEX) + Methyl Tertiary Butyl Ether (MTBE)		
11.	EPA 8260B/624 for Volatile Organic Compounds (VOCs) (to include sampling by EPA Method 5035, at times)		
12.	EPA 8260B/624 for Ethanol, Methanol, MTBE, Di-isopropyl Ether (DIPE), Ethyl Tertiary Butyl Ether (ETBE), Tertiary Amyl Methyl Ether (TAME), and Tertiary Butyl Alcohol (TBA) (to include sampling by EPA Method 5035, at times)		
13.	EPA 300 for Sulfate (SO <sub>4</sub> )		
14.	EPA 300 for Nitrate (NO <sub>3</sub> )		
15.	EPA 200 for Ferrous Iron (Fe <sup>2+</sup> )		

No.	TYPICAL TESTING	YES	NO
16.	EPA RSK 175/8015M for Methane		
17.	EPA 8270C/625 for Semi-Volatile Organic Compounds (SVOCs)		
18.	EPA 6010B/6020/7470A/7471A/200.7/200.8 for Title 22 Metals		
19.	DHS WET for Soluble Threshold Limit Concentration (STLC)		
20.	EPA 1311 for Toxicity Characteristic Leaching Procedure (TCLP)		
21.	EPA 7199/218.6 for Hexavalent Chromium		
22.	EPA 314.0 for Perchlorate		
23.	EPA 8082/608 for Polychlorinated Bi-Phenyls (PCBs)		
24.	EPA 8270C/D/SIM Polynuclear Aromatic Hydrocarbons (PAHs)		
25.	EPA 8081A/608 for Organo-Chlorine Pesticides		
26.	EPA 8151A for Organo-Chlorine Herbicides		
27.	EPA 365.4 for Phosphorous		
28.	SM 4500-Cl-B for Chloride		
29.	SM4500-NO2-B for Nitrite (Nitrogen)		
30.	EPA 353.3 for Nitrate (Nitrogen)		
31.	SM9222B or SM9223 for Total Coliform Bacteria		
32.	SM9221 or SM9223 for Fecal Coliform (E. coli) Bacteria		



## 2. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING TESTS

Please indicate which National Pollutant Discharge Elimination System (NPDES) Permitting Testing will or will not be performed at proposer's stationary laboratory located in at least one of the Five County Areas.

**If Proposer indicate they cannot perform more than sixteen (16) of the NPDES permit tests numbered below at the Proposer's stationary laboratory located in at least one of the Five County Areas, your proposal may, in the County's sole discretion, be immediately disqualified as nonresponsive. Any checkboxes that are left blank will be considered "No" as a response.**

NPDES PERMITTING TESTS					
No.	Test	Test Method	LARWQCB Minimum Detection Limit <sup>1</sup>	YES	NO
	<b>Conventional</b>				
1.	pH	SM/EPA 150.1	N/A <sup>2</sup>		
2.	Hardness as CaCO <sub>3</sub>	SM/EPA 130.1	N/A		
3.	Suspended Solids	SM/EPA 160.2	N/A		
4.	Settleable Solids	SM/EPA 160.5	N/A		
5.	Total Dissolved Solids	SM/EPA 160.1	N/A		
6.	Biological Oxygen Demand (BOD) at 20°C	EPA 405.1	N/A		
7.	Oil and Grease	EPA 413.1	N/A		
8.	Turbidity	SM/EPA 180.1	N/A		
9.	Chloride	EPA 300.0	N/A		
10.	Sulfides	EPA 376.2	N/A		
11.	Sulfates	EPA 300.0	N/A		
12.	Nitrate as NO <sub>3</sub>	EPA 300.0	N/A		
13.	Nitrite as N	EPA 300.0	N/A		
14.	Residual Chlorine	SM/EPA 330.5	N/A		
15.	Methylene Blue Active Substances (MBAS)	EPA 425.1	N/A		
16.	Asbestos (in fibers/L, k,s.)	EPA 100.2 TEM	N/A		
	<b>Emergent Chemicals</b>				
17.	Chromium VI (Cr6+) = Hexavalent Chromium	EPA 218.6	0.3 µg/L		
18.	Perchlorate	EPA 314.0	N/A		
19.	1,2,3 – Trichloropropane (123 TCP)	EPA 524.2 SRL/504.1	50.0 µg/L		
20.	1,4 – Dioxane	EPA 8270C Modified	N/A		

NPDES PERMITTING TESTS					
No.	Test	Test Method	LARWQCB Minimum Detection Limit <sup>1</sup>	YES	NO
21.	n-Nitrosodimethylamine (NDMA)	EPA 1625C Modified	5.0 µg/L		
	<b>Metals</b>				
22.	Antimony	EPA 200.8	5.0 µg/L		
23.	Arsenic	EPA 200.8	10.0 µg/L		
24.	Beryllium	EPA 200.8	0.5 µg/L		
25.	Boron	EPA 200.8	N/A		
26.	Cadmium	EPA 200.8	0.5 µg/L		
27.	Chromium III (Cr3+)	EPA 200.8	10.0 µg/L		
28.	Chromium VI (Cr6+)	EPA 200.8	5.0 µg/L		
29.	Copper	EPA 200.8	0.5 µg/L		
30.	Cyanide, Total	SM4500-CN-C, E	5.0 µg/L		
31.	Lead	EPA 200.8	0.5 µg/L		
32.	Mercury	EPA 245.1	0.2 µg/L		
33.	Nickel	EPA 200.8	1.0 µg/L		
34.	Selenium	EPA 200.8	2.0 µg/L		
35.	Silver	EPA 200.8	0.25 µg/L		
36.	Thallium	EPA 200.8	1.0 µg/L		
37.	Zinc	EPA 200.8	20.0 µg/L		
	<b>Petroleum Hydrocarbons</b>				
38.	Total Recoverable Petroleum Hydrocarbons (TRPH)	1664A	100.0 µg/L		
39.	Total Petroleum Hydrocarbons as Gasoline (TPG-g)	EPA 8015B	100.0 µg/L		
40.	Total Petroleum Hydrocarbons as Diesel (TPH-d)	EPA 8015B	100.0 µg/L		
41.	Total Petroleum Hydrocarbons as Total Carbon Chain (TPH-cc)	EPA 8015B	0.5 mg/L		
	<b>Base/Neutral Extractables (Semi-Volatile Organic Compounds)</b>				
42.	Acenaphthene	EPA 625	1.0 ug/L		
43.	Benzidine	EPA 625	5.0 ug/L		
44.	1,2,4-trichlorobenzene	EPA 625	5.0 ug/L		
45.	Hexachlorobenzene	EPA 625	1.0 ug/L		
46.	Hexachloroethane	EPA 625	1.0 ug/L		

NPDES PERMITTING TESTS					
No.	Test	Test Method	LARWQCB Minimum Detection Limit <sup>1</sup>	YES	NO
47.	Bis(2-chloroethyl) ether	EPA 625	1.0 ug/L		
48.	2-chloronaphthalene	EPA 625	10.0 ug/L		
49.	3,3-dichlorobenzidine	EPA 625	5.0 ug/L		
50.	2,4-dinitrotoluene	EPA 625	5.0 ug/L		
51.	2,6-dinitrotoluene	EPA 625	5.0 ug/L		
52.	1,2-diphenylhydrazine (azobenzene)	EPA 625	1.0 ug/L		
53.	Fluoranthene	EPA 625	10.0 ug/L		
54.	4-chlorophenyl phenyl ether	EPA 625	5.0 ug/L		
55.	4-bromophenyl phenyl ether	EPA 625	5.0 ug/L		
56.	Bis(2-chloroisopropyl) ether	EPA 625	10.0 ug/L		
57.	Bis(2-chloroethoxyl) methane	EPA 625	5.0 ug/L		
58.	Hexachlorobutadiene	EPA 625	1.0 ug/L		
59.	Hexachloro-cyclopentadiene	EPA 625	5.0 ug/L		
60.	Isophorone	EPA 625	1.0 ug/L		
61.	Naphthalene	EPA 625	10.0 ug/L		
62.	Nitrobenzene	EPA 625	10.0 ug/L		
63.	N-nitroso-di-n-propylamine	EPA 625	5.0 ug/L		
64.	N-nitrosodiphenylamine	EPA 625	1.0 ug/L		
65.	Bis (2-ethylhexyl) phthalate	EPA 625	5.0 ug/L		
66.	Butyl benzyl phthalate	EPA 625	10.0 ug/L		
67.	Di-n-butyl phthalate	EPA 625	10.0 ug/L		
68.	Di-n-octyl phthalate	EPA 625	10.0 ug/L		
69.	Diethyl phthalate	EPA 625	10.0 ug/L		
70.	Dimethyl phthalate	EPA 625	10.0 ug/L		
71.	Benzo(a) pyrene	EPA 625	2.0 ug/L		
72.	Benzo(a) anthracene	EPA 625	5.0 ug/L		
73.	Benzo(b) fluoranthene	EPA 625	10.0 ug/L		
74.	Benzo(k) fluoranthene	EPA 625	2.0 ug/L		
75.	Chrysene	EPA 625	5.0 ug/L		
76.	Acenaphthylene	EPA 625	10.0 ug/L		
77.	Anthracene	EPA 625	5.0 ug/L		
78.	1,12-benzoperylene = Benzo (g,h,i) perylene	EPA 625	5.0 ug/L		
79.	Fluorene	EPA 625	10.0 ug/L		
80.	Phenanthrene	EPA 625	5.0 ug/l		
81.	1,2,5,6-dibenzanthracene = Dibenzo (a,h) anthracene	EPA 625	0.1 ug/L		
82.	Indeno (1,2,3-cd) pyrene	EPA 625	0.05 ug/L		
83.	Pyrene	EPA 625	10.0 ug/L		

NPDES PERMITTING TESTS					
No.	Test	Test Method	LARWQCB Minimum Detection Limit <sup>1</sup>	YES	NO
84.	TCDD = 2,3,7,8-Tetrachlorodibenzo-p-dioxin	EPA 8280	0.00001 ug/L		
	<b>Acid Extractables</b>				
85.	2,4,6-trichlorophenol	EPA 625	10.0 ug/L		
86.	P-chloro-m-cresol = 3-methyl-4-chlorophenol	EPA 625	1.0 ug/L		
87.	2-chlorophenol	EPA 625	5.0 ug/L		
88.	2,4-dichlorophenol	EPA 625	5.0 ug/L		
89.	2,4-dimethylphenol	EPA 625	2.0 ug/L		
90.	2-nitrophenol	EPA 625	10.0 ug/L		
91.	4-nitrophenol	EPA 625	5.0 ug/L		
92.	2,4-dinitrophenol	EPA 625	5.0 ug/L		
93.	4,6-dinitro-o-cresol = 2-methyl-4,6-dinitrophenol	EPA 625	5.0 ug/L		
94.	Pentachlorophenol	EPA 625	1.0 ug/L		
95.	Phenol	EPA 625	50.0 ug/L		
	<b>Volatile Organic Compounds</b>				
96.	Acetone	EPA 624	N/A		
97.	Acrolein	EPA 624 Modified	5.0 ug/L		
98.	Acrylonitrile	EPA 624 Modified	2.0 ug/L		
99.	Benzene	EPA 624 Modified	0.5 ug/L		
100.	Carbon tetrachloride	EPA 624 Modified	0.5 ug/L		
101.	Chlorobenzene	EPA 624 Modified	2.0 ug/L		
102.	1,2-dichlorobenzene	EPA 624 Modified	0.5 ug/L		
103.	1,2-dichloroethane	EPA 624 Modified	0.5 ug/L		
104.	1,1,1-trichloroethane	EPA 624 Modified	2.0 ug/L		
105.	1,1-dichloroethane	EPA 624 Modified	1.0 ug/L		
106.	1,1,2-trichloroethane	EPA 624 Modified	0.5 ug/L		
107.	1,1,2,2-tetrachloroethane	EPA 624 Modified	0.5 ug/L		
108.	Chloroethane	EPA 624 Modified	2.0 ug/L		
109.	Chloroform	EPA 624 Modified	2.0 ug/L		
110.	1,1-dichloroethylene = 1,1-Dichloroethene	EPA 624	0.5 ug/L		
111.	1,2-trans-dichloroethylene = trans-1,2-dichloroethene	EPA 624	1.0 ug/L		
112.	1,2-dichloropropane	EPA 624 Modified	0.5 ug/L		
113.	1,3-dichloropropylene = cis- & trans-1,3-dichloropropene	EPA 624	0.5 ug/L		
114.	1,3-dichlorobenzene	EPA 624 Modified	2.0 ug/L		
115.	1,4-dichlorobenzene	EPA 624 Modified	0.5 ug/L		

NPDES PERMITTING TESTS					
No.	Test	Test Method	LARWQCB Minimum Detection Limit <sup>1</sup>	YES	NO
116.	Ethylbenzene	EPA 624 Modified	2.0 ug/L		
117.	Methylene chloride = dichloromethane	EPA 624 Modified	0.5 ug/L		
118.	Methyl chloride = Chloromethane	EPA 624	0.5 ug/L		
119.	Methyl bromide = Bromomethane	EPA 624	2.0 ug/L		
120.	Methyl ethyl ketone = MEK	EPA 624	N/A		
121.	Bromoform	EPA 624 Modified	0.5 ug/L		
122.	Dichlorobromomethane = Bromodichloromethane	EPA 624 Modified	0.5 ug/L		
123.	Dibromochloromethane = Chlorodibromomethane	EPA 624	0.5 ug/L		
124.	Tetrachloroethylene = Tetrachloroethene = PCE	EPA 624	0.5 ug/L		
125.	Toluene	EPA 624 Modified	2.0 ug/L		
126.	Trichloroethylene = Trichloroethene = TCE	EPA 624	0.5 ug/L		
127.	Vinyl chloride	EPA 624 Modified	0.5 ug/L		
128.	2-chloroethyl vinyl ether	EPA 624	1.0 ug/L		
129.	Xylene	EPA 624 Modified	N/A		
130.	Ethylene dibromide = 1,2- dibromoethane = EDB	EPA 524.2 SRL/504.1	N/A		
131.	Ethanol	EPA 624 Modified/8260B	1.0 mg/L		
132.	Methanol	EPA 624 Modified/8015M	1.0 mg/L		
133.	Methyl tertiary butyl ether = MTBE	EPA 624 Modified Oxy/8260B	2.0 ug/L		
134.	Di-isopropyl ether = DIPE	EPA 624 Modified Oxy/8260B	2.0 ug/L		
135.	Ethyl tertiary butyl ether = ETBE	EPA 624 Modified Oxy/8260B	2.0 ug/L		
136.	Tertiary amyl methyl ether = TAME	EPA 624 Modified Oxy/8260B	2.0 ug/L		
137.	Tertiary butyl alcohol = TBA	EPA 624 Modified Oxy/8260B	10.0 ug/L		
	<b>Pesticides</b>				
138.	Aldrin	EPA 608	0.005 ug/L		
139.	alpha-BHC = HCH-alpha = a-Hexachloro-cyclohexane	EPA 608	0.01 ug/L		

NPDES PERMITTING TESTS					
No.	Test	Test Method	LARWQCB Minimum Detection Limit <sup>1</sup>	YES	NO
140.	beta-BHC = HCH-beta = b-Hexachloro-cyclohexane	EPA 608	0.005 ug/L		
141.	delta-BHC = HCH-delta = d-Hexachloro-cyclohexane	EPA 608	0.005 ug/L		
142.	gamma-BHC = HCH-gamma = Lindane	EPA 608	0.02 ug/L		
143.	Chlordane	EPA 608	0.1 ug/L		
144.	4,4'-DDD	EPA 608	0.05 ug/L		
145.	4,4'-DDE	EPA 608	0.05 ug/L		
146.	4,4'-DDT	EPA 608	0.01 ug/L		
147.	Dieldrin	EPA 608	0.01 ug/L		
148.	Endosulfan I (alpha)	EPA 608	0.02 ug/L		
149.	Endosulfan II (beta)	EPA 608	0.01 ug/L		
150.	Endosulfan sulfate	EPA 608	0.05 ug/L		
151.	Endrin	EPA 608	0.01 ug/L		
152.	Endrin aldehyde	EPA 608	0.01 ug/L		
153.	Heptachlor	EPA 608	0.01 ug/L		
154.	Heptachlor epoxide	EPA 608	0.01 ug/L		
155.	Toxaphene	EPA 608	0.5 ug/L		
	<b>Polychlorinated Biphenyls (PCBs)</b>				
156.	Aroclor 1016	EPA 608	0.5 ug/L		
157.	Aroclor 1221	EPA 608	0.5 ug/L		
158.	Aroclor 1232	EPA 608	0.5 ug/L		
159.	Aroclor 1242	EPA 608	0.5 ug/L		
160.	Aroclor 1248	EPA 608	0.5 ug/L		
161.	Aroclor 1254	EPA 608	0.5 ug/L		
162.	Aroclor 1260	EPA 608	0.5 ug/L		

## NOTES:

<sup>1</sup> = LARWQCB Minimum Detection Limits have been established in accordance with Board Order No.R4-2013-0095 (CAG994004)<sup>2</sup> = Not Applicable



## **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.

# LOS ANGELES REGIONAL

ATTACHMENT 4

## CONTRACTOR DEVELOPMENT AND BONDING PROGRAM

### THE FOUR PILLARS OF CONTRACTOR DEVELOPMENT

*The Contractor Development and Bonding Program assists contractors with their contracting capacity and business growth.*

PRIME  
CONTRACTOR  
PARTNERSHIPS

EDUCATION,  
TRAINING &  
CONTRACT  
SUPPORT

BONDING,  
CONTRACT  
FINANCING  
& PROJECT  
ASSISTANCE

ASSESSMENT  
& TECHNICAL  
ASSISTANCE

#### Assessment & Technical Assistance

- Enrollment in our Contractor Development and Bonding Program.
- Personal Account Manager to provide a professional assessment of your current capacity and growth needs.
- One-on-one consultation to develop a work plan aligned with your business needs and goals.
- Facilitated referrals to Program Partners and resources.
- Contracting opportunities and industry-related workshops and events sent via our *LA Contractor Weekly* bulletin.
- Referrals to specific project opportunities.

#### Bonding, Contract Financing & Project Assistance

- Assistance with obtaining or increasing bonding.
- Access to collateral support for bid performance and payment bonds for qualified contractors.\*
- Contract review, project assessment, and field support for Program-bonded or financed contracts.
- Assistance with project risk identification and mitigation.
- Access to contract cash flow funding.
- Accounting cost subsidy for CPA-prepared financial statements.

*\*L.A. County has limited capacity.*

#### Education, Training & Contract Support

- Group Classes on public construction best practices led by industry experts.
- Contract-specific support on Regional Bond Program-supported contracts.
- Creation of individualized Contractor Profile to assist with business marketing.

#### Prime Contractor Partnerships

- Strategic alliances with Program Prime contractors including matchmaking and referrals.
- Networking with public agency staff and peer contractors.

#### PROGRAM SPONSORS



#### ADMINISTERED BY



**Merriwether & Williams**  
INSURANCE SERVICES

*... Of Like Minds*

550 S Hope St., Suite 1835 | Los Angeles, CA 90071

Phone: 213-259-3000 | [mwisinfo@imwis.com](mailto:mwisinfo@imwis.com)

[www.imwis.com](http://www.imwis.com)





## Los Angeles County Contractor Development and Bonding Program



### FREQUENTLY ASKED QUESTIONS

*"An inclusionary program to  
build a stronger region"*

#### What services does the County's Contractor Development and Bonding Program (CDABP) provide?

The County's CDABP extends comprehensive capacity building, technical, bonding and contract financing assistance to small and diverse contractors seeking to pursue County construction-related contracts. Starting with a thorough assessment of your current business status, we identify areas of opportunity in order to help you better position your firm to successfully compete for and complete County contracts.

After your assessment, you'll be assigned a dedicated Account Manager who will work closely with you to tailor a technical assistance work plan and financial resources specific to your needs, which may include:

- ✓ One-on-one consultations
- ✓ Training clinics and learning immersion academies
- ✓ Help with prime contractor pre-qualifications
  - » Facilitation of prime or prime-sub contractor introductions
  - » Project/bid matches
- ✓ Assistance obtaining bonding, including bonding collateral support, if needed, and contract financing
- ✓ If you are awarded a County-related contract with bonding support, you will also receive on-going project assistance to help you successfully complete your contract.

**Who is eligible to participate in the CDABP?** Eligible firms include local small and diverse businesses who are certified or eligible for certification within one of the County's business enterprise categories. For detailed information on the County's certification programs, visit their Small Business Certifications webpage ([https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications)).

**Why should small and diverse businesses enroll in the CDABP?** LA County's CDABP provides game-changing resources for small and diverse businesses who want to expand their capacity and improve their opportunities for winning County contracts. For example, the inability to secure or increase bonding often impedes small and diverse contractors from bidding and/or pre-qualifying with prime firms and participating on public works projects. This program helps reduce such barriers, even offering bonding collateral support (standard surety bond premiums and commissions charged are not covered by the CDABP).

Similarly, not having access to the capital needed to fund the cost of doing the contract work that you've been awarded can be a major challenge, and little to no assistance is available through traditional lending sources. Through the CDABP, the County provides for up to \$250,000 of contract-based financing with a low origination fee and very low interest rate, and not tied to your financials or credit.

This is a particularly good time to enroll, because in November 2021, President Joe Biden signed a \$1.2 trillion infrastructure investment plan supporting a range of construction projects in localities across the nation, including Los Angeles County. If you are a small or diverse local business, the CDABP can assist you in competing for upcoming construction contracts!

**My subcontracted work hasn't required bonding in the past, so how would I benefit from participating in the CDABP?** While you may not always need to provide a bond for some subcontracted work, a bond will always be required if you want to bid directly with the County on small prime contracts – and being “bondable” is a significant competitive advantage when bidding on many subcontracting opportunities. Becoming “bondable” demonstrates that your company's capacity to perform work has been assessed and vetted by a third party, which is then reflected in the dollar amount for which you can bond. Even when a bond for subcontract work is not required, it is quite common to be asked to demonstrate that your company is “bondable” in order to meet contract owner or prime requirements. Pre-qualification requirements often include demonstrating your bond underwriting and/or financial capacity to perform work. The CDABP will assist you in meeting advance requirements with primes or prime-sub contractors pursuing or performing County work.

**What is the cost to participate in the CDABP?** The CDABP is sponsored by the County of Los Angeles, so, with one exception, all services are offered at no cost to participating contractors! If needed, the only cost you may incur is for having a Certified Public Accountant (CPA) prepare a financial statement for your company, a requirement for bonding. For those who qualify, the program even provides a one-time subsidy toward this CPA-prepared company financial statement. If the subsidy is provided to you, you will be asked to pay the first \$500 toward the preparation of your financial statement and any costs in excess of what the \$3,200 subsidy covers.

The CDABP is one of the County's tools to effectively support and increase the inclusion and participation of small and diverse contractors on County projects. Because barriers impede access, CDABP is intended to reduce and eliminate barriers wherever possible.

**When should I look to enroll in the County's program? Should I wait until I've identified a County project for which I want to bid?** Don't wait, enroll now! The earlier you enroll and have your company assessed, the sooner you'll be able to receive expert guidance and support in bidding suitable County projects. For example, getting pre-approved for a specific bonding amount will not only boost your company's credentials, but will also help you confidently identify and pursue County contracting opportunities within that range. Your CDABP Account Manager will be helping you every step of the way, including steering you toward opportunities with CDABP program prime partners. By planning ahead, your firm will be better positioned for consideration by the County's prime and larger contractors, who are always seeking qualified and certified firms to meet their project participation goals.

**How long will it take for me to get approved for bonding or contract financing?** The timing of the bonding or contract financing process depends mostly on you. The initial steps of preparing an underwriting package for bonding or prequalifying you for contract financing require gathering information about your company. If you have the necessary documentation and information complete and readily available, then the next steps of the process can move quickly. Your CDABP Account Manager is always on hand to answer questions and help guide you through the process.

**Must I already be working with a bonding broker in order to participate?** You do not already need to be working with a bonding broker. The CDABP will work with any bonding broker with whom you've already established a relationship that you wish to continue. In fact, the program can also work with your current surety agent to increase your existing bonding capacity with them as well. However, if you do not have a current broker, the program can provide for your consideration a list of brokers who work with smaller contractors and with program surety partners.

**We look forward to hearing from you! Reach us at:**

213-258-3000 | [MWISInfo@imwis.com](mailto:MWISInfo@imwis.com) | [www.LAConDev.com](http://www.LAConDev.com)





## Bidexpress.com Set-up Guide

Follow this detailed guide to get set up and start bidding on bidexpress.com today!

### How to register and get your Info Tech Digital ID...

1. To complete the registration process for your company, go to [www.bidexpress.com](http://www.bidexpress.com) and click the blue Register button at the top right of the page.
2. Enter your name in the First Name and Last Name fields. This name will appear on the registration page for your company. Type in your email address.  
  
**NOTE:** *This email address will become your username for the account. It is also where all email notifications from the agencies with which you bid will be received.*
3. Create a secure password for your account. The password must be at least eight characters long and contain at least one capital letter, one lowercase letter, one number, and one symbol.
4. Select a security question and provide your answer. The answer to this question will be requested of you each time you've clicked that you've forgotten your account password and is case sensitive.
5. Next, complete the Business Name and contact information fields. After doing so, agree to the Privacy Policy, Terms of Use, and DMCA Policy at the bottom of the registration page and click the green REGISTER button. The Bid Express service sends a registration confirmation email to the address entered as the username.
6. Click the Activate Account link in the email. Enter the password you used on the registration page in the Password field and click **ACTIVATE**. The Bid Express service displays the HOME tab where you must install the Info Tech Express Sign Tool and Generate an Info Tech Digital ID.
7. Click INSTALL SIGN TOOL. Note that you will have to install the sign tool on every computer you wish to set up for bidding. Once installed, close your internet browser and start it back up.
8. Click the blue **GENERATE DIGITAL ID** link. This will walk you step by step through creating a Digital ID for your company.
9. The blue and gray My Info Tech Digital ID page appears. Click the blue **CREATE** button to continue your ID generation.
10. A United States map pop-up will appear. Select the agency or agencies with which you intend to do business with and click the blue NEXT.

**NOTE:** *If you do not see the agency you plan to bid to, you may need to alternatively subscribe to our second site, [bidx.com](http://bidx.com). You may click the "Try the Bidx.com service" link from the top of this same pop-up to navigate to the correct site.*

11. A Create an Info Tech Digital ID pop-up will appear. Confirm that the name of the person listed in the screen is the authorized signer for your company, your company name matches how you would like to submit bids to the agency(s), and click **SUBMIT**.

**NOTE:** *If the person listed for your company is not the authorized signer, cancel ID generation. The back of this quick start guide will assist you with changing the contact information associated with your login, or inviting the appropriate authorized signer to your company.*

12. The wizard will load and then prompt you to back up your new Digital ID. Click **BACKUP**, then enter a password for the backup file of your Digital ID in the Password and Verify Password fields. This password will be used when importing the Digital ID to another computer for bidding. DO NOT FORGET THIS PASSWORD, as there is no way for the Bid Express team to retrieve or reset it. Click **OK**.

13. Save the Digital ID backup file to a memory stick, CD, company server, or other secure location outside of this computer for safe keeping.
14. Add the signer's name to the file name from Info Tech Express Digital ID.pfx so it will more recognizable when used for importing the backup file, (eg. John\_Smith\_Digital\_ID.pfx). This will ensure you do not confuse your company's other Digital IDs. Once you have entered the Digital ID name and location, click **SAVE**. The Bid Express service returns you to the Bid Express Digital ID Generation window. Click **NEXT**.
15. Click **PRINT** to print a copy of the new registration page to have signed/notarized and mailed to our Customer Support team; the address will be on the page.

**NOTE:** Customer Support must receive this page for processing before the due date of the job you wish to bid. When you have finished printing the document, close the print window and click **FINISH**.

16. When your Digital ID is activated, the red Digital ID field on the home page of your new account will disappear and you will be able to begin purchasing and bidding on solicitations posted by the agencies with which you work.

## How to bid...

---

1. To select a solicitation to bid, click on the drop down menu in the top left corner of the screen and choose Bid Express. From the Bid Express homepage, click the Solicitations tab at the top of the screen. Find the solicitation from the list; if you have a keyword for the job, type it in the search box to the top right.
2. Click on the blue job name. When you've determined you want to bid the job, click the green Select for Bidding button at the top right. You will then be prompted to opt for the Pay As You Go approach or a Monthly Subscription. After completing your purchase, you will be navigated into the project to complete your bid.
3. As you are working, make sure to click Save Draft as you work. When the bid is ready for submission, simply click the green Submit Bid button at the top and then click Submit Bid again to confirm. The job will submit and you will receive an email for your bid submission receipt.

## Change your contact information or invite a user...

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1. Click the drop down menu in the top left corner of the screen and select My Account.
2. If you do not wish to invite additional users to your business but need your Info Tech Digital ID to reflect the name of your authorized signer, click the blue **EDIT** button in the top right corner of the My Account section. Change just the First and Last Name fields and click **UPDATE**. You may now generate a digital ID to reflect this person's name.
3. If you need to invite a new user to your company, scroll down to the Employees field from the My Account screen. Type the email address of the additional user(s) and click Invite Employee.

**NOTE:** You will need to assign the new user a role from this same screen after they've completed their registration, and a role from the Bid Express site. **CLICK** the Help tab at the top of the Bid Express page for an explanation of roles under the My Business section.

4. Click the drop down in the top left corner of your account and select Bid Express to do so. You can manage the additional roles for each user from the My Business tab.

**NOTE:** If you want to create a Joint Venture Digital ID for bidding, follow the steps above from the beginning. You will need to create a separate account for the Joint Venture because our system will see it as a separate company entirely.

## Where to get help...

Customer support hours are **7:00 a.m. to 8:00 p.m. EST**, Monday through Friday (excluding major U.S. holidays). Our toll free number is **(888) 352-BIDX(2439)**, our email is **support@bidexpress.com**.

# Part II

## Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY  
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ON-CALL ENVIRONMENTAL LABORATORY SERVICES  
PROGRAM FOR GEOTECHNICAL AND MATERIALS  
ENGINEERING DIVISION (BRC0000354)

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**EXHIBIT C Internal Revenue Service Notice 1015**

**EXHIBIT D Safely Surrendered Baby Law Posters**

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**EXHIBIT F Performance Requirements Summary**

SAMPLE AGREEMENT FOR  
ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR  
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2023, hereby agrees to provide services as described in this Contract for On-Call Environmental Laboratory Services Program for Geotechnical and Materials Engineering Division.

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; and Exhibit F, Performance Requirements Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Statement of Qualifications 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, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount that exceed \$3,500,000 or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: Work will be assigned based on Exhibit A, Scope of Work, Paragraph F, Assignment of Work. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the County may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term will be for a period of 1 year commencing on \_\_\_\_\_, or upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last through and including [contract term end date]. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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.

SIXTH: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed not exceeding the prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

EIGHTH: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: 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.

TENTH: No cost-of-living adjustment will 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 F, inclusive, the COUNTY'S provisions will control and be binding.

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

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

This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[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:

DAWYN R. HARRISON  
Interim County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type/Print Name

## SCOPE OF WORK

### ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. James Culotta of Geotechnical & Materials Engineering Division who may be contacted at (626) 458-4923 or [jculotta@pw.lacounty.gov](mailto:jculotta@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager or his designee 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

All jobsites and projects are located within the boundaries of the County of Los Angeles.

Contractor is required to currently operate and maintain an office and stationary laboratory in one of the five County areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties (Five County Areas) during the term of this Contract in order to provide the County with needed flexibility in emergency situations and to maintain sample integrity. This flexibility includes the ability for the County to deliver samples to the Contractor's laboratory directly, to pick up sample containers and other supplies from the Contractor's laboratory directly and obtain personal consultation services at the Contractor's laboratory and/or office. The Five County Areas requirement also minimizes the amount of transferring and handling that occurs during sample delivery.

**Unless authorized in advance of the work or indicated in the Bid invitation, all testing conducted under this Contract must be performed at the Contractor's office or stationary laboratory within the Five County Areas except only with the prior written approval from the Contract Manager to Subcontract the work.**

C. Request of Work from Contractor

The County may request contracted service from the Contractor on an on-call and intermittent basis. 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 damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, must be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The work to be done under this Contract will include analyzing soil and water samples and other substances by the following laboratory test protocols established by the following agencies and professional organizations: United States Environmental Protection Agency (EPA), California Department of Health Service (DHS), American Society for Testing and Materials (ASTM), and Standard Methods (SM). Subcontractor(s) may be utilized only with the prior written approval of the Contract Manager and must be approved by the County in accordance with Exhibit B, Section 2.II, Subcontracting.

1. Typical Testing

Includes a standard turnaround time of five business days; however, quicker turnaround times up to 24 hours, may be requested (when applicable to the test method). Substitution testing methods may be acceptable provided the Method Detection Limit is met, only with the prior written approval of the Contract Manager. Some testing may require additional turnaround time and may be acceptable, only with the prior written approval of the Contract Manager.

- EPA 8015B for Gasoline Range Hydrocarbons (to include sampling by EPA Method 5035, at times)
- EPA 8015B for Aviation Gas Range Hydrocarbons (to include sampling by EPA Method 5035, at times)
- EPA 8015B for Jet Fuel Range Hydrocarbons
- EPA 8015B for Diesel Range Hydrocarbons
- EPA 8015B for Naphtha Range Hydrocarbons
- EPA 8015B for Total Carbon Chain
- EPA 8015B for Ethanol
- EPA 8015B for Methanol
- EPA 166A for Total Recoverable Petroleum Hydrocarbons (TRPH)
- EPA 8021 for Benzene, Toluene, Ethylbenzene, Xylene (BTEX) + Methyl Tertiary Butyl Ether (MTBE)
- EPA 8260B/624 for Volatile Organic Compounds (VOCs) (to include sampling by EPA Method 5035, at times)
- EPA 8260B/624 for Ethanol, Methanol, MTBE, Di-isopropyl ether (DIPE), Ethyl Tertiary Butyl Ether (ETBE), Tertiary Amyl Methyl Ether (TAME), and Tertiary Butyl Alcohol (TBA) (to include sampling by EPA Method 5035, at times)
- EPA 300 for Sulfate (SO<sub>4</sub>)



- EPA 300 for Nitrate (NO<sub>3</sub>)
- EPA 200 for Ferrous Iron (Fe<sup>2+</sup>)
- EPA RSK 175/8015M for Methane
- EPA 8270C/625 for Semi-Volatile Organic Compounds (SVOCs)
- EPA 6010B/6020/7470A/7471A/200.7/200.8 for Title 22 Metals
- DHS WET for Soluble Threshold Limit Concentration (STLC)
- EPA 1311 for Toxicity Characteristic Leaching Procedure (TCLP)
- EPA 7199/218.6 for Hexavalent Chromium
- EPA 314.0 for Perchlorate
- EPA 8082/608 for Polychlorinated Bi-Phenyls (PCBs)
- EPA 8270C/D/SIM Polynuclear Aromatic Hydrocarbons (PAHs)
- EPA 8081A/608 for Organo-Chlorine Pesticides
- EPA 8151A for Organo-Chlorine Herbicides
- EPA 365.4 for Phosphorous
- SM 4500-Cl-B for Chloride
- SM4500-NO<sub>2</sub>-B for Nitrite (Nitrogen)
- EPA 353.3 for Nitrate (Nitrogen)
- SM9222B or SM9223 for Total Coliform Bacteria
- SM9221 or SM9223 for Fecal Coliform (E. coli) Bacteria

## 2. National Pollution Discharge Elimination System Testing

The work will also include National Pollution Discharge Elimination System (NPDES) permitting tests satisfying the most recently enacted Los Angeles Regional Water Quality Control Board (LARWQCB) requirements ([https://www.waterboards.ca.gov/losangeles/board\\_decisions/adopted\\_or\\_ders/](https://www.waterboards.ca.gov/losangeles/board_decisions/adopted_or_ders/)). Substitution testing methods may be acceptable provided the Method Detection Limit is met, only with the prior written approval of the Contract Manager. Some testing may require additional turnaround time and may be acceptable, only with the prior written approval of the Contract Manager. See the following table for the required tests, test methods and required LARWQCB minimum detection limits:

NPDES Permitting Tests		
Conventional	Test Method	LARWQCB Minimum Detection Limit <sup>1</sup>
pH	SM/EPA 150.1	N/A <sup>2</sup>
Hardness as CaCO <sub>3</sub>	SM/EPA 130.1	N/A
Suspended Solids	SM/EPA 160.2	N/A
Settleable Solids	SM/EPA 160.5	N/A
Total Dissolved Solids	SM/EPA 160.1	N/A
Biological Oxygen Demand (BOD) at 20°C	EPA 405.1	N/A
Oil and Grease	EPA 413.1	N/A
Turbidity	SM/EPA 180.1	N/A
Chloride	EPA 300.0	N/A
Sulfides	EPA 376.2	N/A
Sulfates	EPA 300.0	N/A
Nitrate as NO <sub>3</sub>	EPA 300.0	N/A

Nitrite as N	EPA 300.0	N/A
Residual Chlorine	SM/EPA 330.5	N/A
Methylene Blue Active Substances (MBAS)	EPA 425.1	N/A
Asbestos (in fibers/L, k.s.)	EPA 100.2 TEM	N/A
<b>Emergent Chemicals</b>		
Chromium VI (Cr6+) = Hexavalent Chromium	EPA 218.6	0.3 µg/L
Perchlorate	EPA 314.0	N/A
1,2,3 – Trichloropropane (123 TCP)	EPA 524.2 SRL/504.1	50.0 µg/L
1,4 – Dioxane	EPA 8270C Modified	N/A
n-Nitrosodimethylamine (NDMA)	EPA 1625C Modified	5.0 µg/L
<b>Metals</b>		
Antimony	EPA 200.8	5.0 µg/L
Arsenic	EPA 200.8	10.0 µg/L
Beryllium	EPA 200.8	0.5 µg/L
Boron	EPA 200.8	N/A
Cadmium	EPA 200.8	0.5 µg/L
Chromium III (Cr3+)	EPA 200.8	10.0 µg/L
Chromium VI (Cr6+)	EPA 200.8	5.0 µg/L
Copper	EPA 200.8	0.5 µg/L
Cyanide, Total	SM4500-CN-C, E	5.0 µg/L
Lead	EPA 200.8	0.5 µg/L
Mercury	EPA 245.1	0.2 µg/L
Nickel	EPA 200.8	1.0 µg/L
Selenium	EPA 200.8	2.0 µg/L
Silver	EPA 200.8	0.25 µg/L
Thallium	EPA 200.8	1.0 µg/L
Zinc	EPA 200.8	20.0 µg/L

<b>Petroleum Hydrocarbons</b>		
Total Recoverable Petroleum Hydrocarbons (TRPH)	1664A	100.0 µg/L
Total Petroleum Hydrocarbons as Gasoline (TPG-g)	EPA 8015B	100.0 µg/L
Total Petroleum Hydrocarbons as Diesel (TPH-d)	EPA 8015B	100.0 µg/L
Total Petroleum Hydrocarbons as Total Carbon Chain (TPH-cc)	EPA 8015B	0.5 mg/L

<b>Base/Neutral Extractables (Semi-Volatile Organic Compounds)</b>		
Acenaphthene	EPA 625	1.0 µg/L
Benzidine	EPA 625	5.0 µg/L
1,2,4-trichlorobenzene	EPA 625	5.0 µg/L
Hexachlorobenzene	EPA 625	1.0 µg/L
Hexachloroethane	EPA 625	1.0 µg/L
Bis(2-chloroethyl) ether	EPA 625	1.0 µg/L
2-chloronaphthalene	EPA 625	10.0 µg/L
3,3-dichlorobenzidine	EPA 625	5.0 µg/L
2,4-dinitrotoluene	EPA 625	5.0 µg/L
2,6-dinitrotoluene	EPA 625	5.0 µg/L
1,2-diphenylhydrazine (azobenzene)	EPA 625	1.0 µg/L
Fluoranthene	EPA 625	10.0 µg/L
4-chlorophenyl phenyl ether	EPA 625	5.0 µg/L
4-bromophenyl phenyl ether	EPA 625	5.0 µg/L

Bis(2-chloroisopropyl) ether	EPA 625	10.0 ug/L
Bis(2-chloroethoxyl) methane	EPA 625	5.0 ug/L
Hexachlorobutadiene	EPA 625	1.0 ug/L
Hexachloro-cyclopentadiene	EPA 625	5.0 ug/L
Isophorone	EPA 625	1.0 ug/L
Naphthalene	EPA 625	10.0 ug/L
Nitrobenzene	EPA 625	10.0 ug/L
N-nitroso-di-n-propylamine	EPA 625	5.0 ug/L
N-nitrosodiphenylamine	EPA 625	1.0 ug/L
Bis (2-ethylhexyl) phthalate	EPA 625	5.0 ug/L
Butyl benzyl phthalate	EPA 625	10.0 ug/L
Di-n-butyl phthalate	EPA 625	10.0 ug/L
Di-n-octyl phthalate	EPA 625	10.0 ug/L
Diethyl phthalate	EPA 625	10.0 ug/L
Dimethyl phthalate	EPA 625	10.0 ug/L
Benzo(a) pyrene	EPA 625	2.0 ug/L
Benzo(a) anthracene	EPA 625	5.0 ug/L
Benzo(b) fluoranthene	EPA 625	10.0 ug/L
Benzo(k) fluoranthene	EPA 625	2.0 ug/L
Chrysene	EPA 625	5.0 ug/L
Acenaphthylene	EPA 625	10.0 ug/L
Anthracene	EPA 625	5.0 ug/L
1,12-benzoperylene = Benzo (g,h,i) perylene	EPA 625	5.0 ug/L
Fluorene	EPA 625	10.0 ug/L
Phenanthrene	EPA 625	5.0 ug/L
1,2,5,6-dibenzanthracene = Dibenzo (a,h) anthracene	EPA 625	0.1 ug/L
Indeno (1,2,3-cd) pyrene	EPA 625	0.05 ug/L
Pyrene	EPA 625	10.0 ug/L
TCDD = 2,3,7,8-Tetrachlorodibenzo-p-dioxin	EPA 8280	0.00001 ug/L

<b>Acid Extractables</b>		
2,4,6-trichlorophenol	EPA 625	10.0 ug/L
P-chloro-m-cresol = 3-methyl-4-chlorophenol	EPA 625	1.0 ug/L
2-chlorophenol	EPA 625	5.0 ug/L
2,4-dichlorophenol	EPA 625	5.0 ug/L
2,4-dimethylphenol	EPA 625	2.0 ug/L
2-nitrophenol	EPA 625	10.0 ug/L
4-nitrophenol	EPA 625	5.0 ug/L
2,4-dinitrophenol	EPA 625	5.0 ug/L
4,6-dinitro-o-cresol = 2-methyl-4,6-dinitrophenol	EPA 625	5.0 ug/L
Pentachlorophenol	EPA 625	1.0 ug/L
Phenol	EPA 625	50.0 ug/L
<b>Volatile Organic Compounds</b>		
Acetone	EPA 624	N/A
Acrolein	EPA 624 Modified	5.0 ug/L
Acrylonitrile	EPA 624 Modified	2.0 ug/L
Benzene	EPA 624 Modified	0.5 ug/L
Carbon tetrachloride	EPA 624 Modified	0.5 ug/L
Chlorobenzene	EPA 624 Modified	2.0 ug/L
1,2-dichlorobenzene	EPA 624 Modified	0.5 ug/L

1,2-dichloroethane	EPA 624 Modified	0.5 ug/L
1,1,1-trichloroethane	EPA 624 Modified	2.0 ug/L
1,1-dichloroethane	EPA 624 Modified	1.0 ug/L
1,1,2-trichloroethane	EPA 624 Modified	0.5 ug/L
1,1,2,2-tetrachloroethane	EPA 624 Modified	0.5 ug/L
Chloroethane	EPA 624 Modified	2.0 ug/L
Chloroform	EPA 624 Modified	2.0 ug/L
1,1-dichloroethylene = 1,1-Dichloroethene	EPA 624	0.5 ug/L
1,2-trans-dichloroethylene = trans-1,2-dichloroethene	EPA 624	1.0 ug/L
1,2-dichloropropane	EPA 624 Modified	0.5 ug/L
1,3-dichloropropylene = cis- & trans-1,3-dichloropropene	EPA 624	0.5 ug/L
1,3-dichlorobenzene	EPA 624 Modified	2.0 ug/L
1,4-dichlorobenzene	EPA 624 Modified	0.5 ug/L
Ethylbenzene	EPA 624 Modified	2.0 ug/L
Methylene chloride = dichloromethane	EPA 624 Modified	0.5 ug/L
Methyl chloride = Chloromethane	EPA 624	0.5 ug/L
Methyl bromide = Bromomethane	EPA 624	2.0 ug/L
Methyl ethyl ketone = MEK	EPA 624	N/A
Bromoform	EPA 624 Modified	0.5 ug/L
Dichlorobromomethane = Bromodichloromethane	EPA 624 Modified	0.5 ug/L
Dibromochloromethane = Chlorodibromomethane	EPA 624	0.5 ug/L
Tetrachloroethylene = Tetrachloroethene = PCE	EPA 624	0.5 ug/L
Toluene	EPA 624 Modified	2.0 ug/L
Trichloroethylene = Trichloroethene = TCE	EPA 624	0.5 ug/L
Vinyl chloride	EPA 624 Modified	0.5 ug/L
2-chloroethyl vinyl ether	EPA 624	1.0 ug/L
Xylene	EPA 624 Modified	N/A
Ethylene dibromide = 1,2-dibromoethane = EDB	EPA 524.2 SRL/504.1	N/A
<b>Volatile Organic Compounds (cont.)</b>		
Ethanol	EPA 624 Modified/8260B	1.0 mg/L
Methanol	EPA 624 Modified/8015M	1.0 mg/L
Methyl tertiary butyl ether = MTBE	EPA 624 Modified Oxy/8260B	2.0 ug/L
Di-isopropyl ether = DIPE	EPA 624 Modified Oxy/8260B	2.0 ug/L
Ethyl tertiary butyl ether = ETBE	EPA 624 Modified Oxy/8260B	2.0 ug/L
Tertiary amyl methyl ether = TAME	EPA 624 Modified Oxy/8260B	2.0 ug/L
Tertiary butyl alcohol = TBA	EPA 624 Modified Oxy/8260B	10.0 ug/L
<b>Pesticides</b>		
Aldrin	EPA 608	0.005 ug/L
alpha-BHC = HCH-alpha = a-Hexachloro-cyclohexane	EPA 608	0.01 ug/L
beta-BHC = HCH-beta = b-Hexachloro-cyclohexane	EPA 608	0.005 ug/L
delta-BHC = HCH-delta = d-Hexachloro-cyclohexane	EPA 608	0.005 ug/L
gamma-BHC = HCH-gamma = Lindane	EPA 608	0.02 ug/L
Chlordane	EPA 608	0.1 ug/L
4,4'-DDD	EPA 608	0.05 ug/L

4,4'-DDE	EPA 608	0.05 ug/L
4,4'-DDT	EPA 608	0.01 ug/L
Dieldrin	EPA 608	0.01 ug/L
Endosulfan I (alpha)	EPA 608	0.02 ug/L
Endosulfan II (beta)	EPA 608	0.01 ug/L
Endosulfan sulfate	EPA 608	0.05 ug/L
Endrin	EPA 608	0.01 ug/L
Endrin aldehyde	EPA 608	0.01 ug/L
Heptachlor	EPA 608	0.01 ug/L
Heptachlor epoxide	EPA 608	0.01 ug/L
Toxaphene	EPA 608	0.5 ug/L
<b>Polychlorinated Biphenyls (PCBs)</b>		
Aroclor 1016	EPA 608	0.5 ug/L
Aroclor 1221	EPA 608	0.5 ug/L
Aroclor 1232	EPA 608	0.5 ug/L
Aroclor 1242	EPA 608	0.5 ug/L
Aroclor 1248	EPA 608	0.5 ug/L
Aroclor 1254	EPA 608	0.5 ug/L
Aroclor 1260	EPA 608	0.5 ug/L

**NOTES:**

<sup>1</sup> = LARWQCB Minimum Detection Limits have been established in accordance with Board Order No. R4-2013-0095 (CAG994004)

<sup>2</sup> = Not Applicable

Detection limits must meet those required by the appropriate regulatory agency including, but not limited to, the EPA, LARWQCB, DHS, California Department of Toxic Substances Control, or any other Federal, State, or local regulatory agency.

When requested, laboratory reports must be produced in AB2886 (Geotracker) laboratory format.

### 3. Mobile Laboratory

Work under this Contract may require the use of a mobile laboratory with the capability of running a minimum of six to ten individual method tests (e.g., 8015B for gasoline, 8015B for diesel, or 8260B for BTEX/MTBE) per day depending on the complexity of the project.

It is understood that the Contractor may utilize a Subcontractor(s) to perform this work only with the prior written approval from the Contract Manager.

### 4. Other Testing

Work under this Contract may require the characterization of other substances and materials including, but not limited to, the following:

- Asbestos/Asbestos Containing Materials
- Lead-Containing Materials, Coatings, and Paints

- Air/Soil-Vapor including Analyses for VOCs and Metals.
- Swipe/Dust Sampling including Analyses for VOCs and Metals.
- Slag Materials
- Treated-wood Waste
- (Methyl)phenols/Total Creosols
- Railroad Ballast Materials
- Forensic Isotope Analysis
- Hydrocarbon Fuel Identification Tests
- Chemical and Analytical Hydrology Tests
- Agronomic Testing including, but not limited to:
  - Agricultural Soil Suitability
  - Growth Study
  - Soil Nutrients/Amendments
  - Fertilizer/Manure/Sludge
  - Plant Tissue/Pathology
  - Irrigation Water

It is understood that the Contractor may utilize a Subcontractor(s) to perform this work only with the prior written approval from the Contract Manager.

5. Updates to Testing Methods

It shall be the responsibility of the Contractor to maintain current knowledge of applicable changes in laboratory requirements including, but not limited to, testing methods, detection limits, quality assurance and quality control procedures, and reporting formats as instituted by the EPA, LARWQCB, DHS, Department of Toxic Substances Control, and any other Federal, State, or local regulatory agency.

6. Technician Sampling Services

Work under this contract may require the Contractor to provide technicians who possess the necessary certifications and technical and health and safety training to perform the sample collection process at County facilities and County construction sites. Sampling duties may include the collection of grab soil samples from soil piles or the collection water samples from designated outfall structure locations.

It is understood that the Contractor may utilize a Subcontractor(s) to perform this work only with the prior written approval from the Contract Manager.

F. Assignment of Work

Once a need for work is identified, all Contractors will be asked to submit a Bid for the project. The Bid invitation will contain a specific work description, price sheets, requested testing parameters, time sensitivity, and may include additional

requirements for the Bid to be considered responsive. Absent prior written notification or approval by the Contract Manager, the work must be performed at the Contractor's office and stationary laboratory within the Five County Areas. The rates submitted in the Bid cannot exceed what is listed under PW-2, Schedule of Prices, but can be lower. If the requested work is not listed in the PW-2, it should not be higher than the Contractor's published rate, but it can be lower. The lowest responsive Bid that meets or exceeds the conditions identified in the project Bid request will be assigned the work. Nevertheless, the County reserves the right to assign work to the responsive bid that provides the most value to and best meets the needs of the County.

Failure of a Contractor to provide a Bid response in the specified manner and time frame required by the County may result in disqualification of the bid. Bid awards will be made according to the criteria identified in the Bid to the lowest cost, responsible, and responsive Contractor. Note that the price submitted in the bid may be adjusted based on any applicable preferences, according to the Local Small Business Enterprise Preference, Disabled Veteran Business Enterprise Preference, and Social Enterprise Preference Programs.

LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the Contractors qualify for the County's Preference Programs stated in Form PW-5, Request for Preference Consideration, the Work Order bid will be adjusted prior to scoring as follows: 15 percent of the lowest averaged price proposed will be calculated, which shall not to exceed \$150,000 and that amount will be deducted from the averaged prices submitted by all LSBE, DVBE, or SE Contractors who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the Contractor's payment, which is based on the Contractor's proposed price in the Bid.

The County will verify the eligibility of Contractor's LSBE, DVBE, and SE status at the time of Work Order submission.

Subject to such adjustment(s), the lowest total Proposed Price quoted in the Bid will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest Total Proposed Price by each other bidder's Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion. The bid with the lowest Total Proposed Price may not necessarily be awarded a Work Order.

**Unless authorized in advance of the work or indicated in the Bid invitation, all testing conducted under this Contract must be performed at the Contractor's office or stationary laboratory within the Five County Areas except only with the prior written approval from the Contract Manager to Subcontract the work.**

G. Hours and Days of Service

Hours of services will be primarily performed within the 8 a.m. to 5 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service must be done before or after such holiday. Under special circumstances, work may be required during holidays, weekends, and evenings. 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	Friday after Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

H. Utilities

The County will not provide utilities.

I. Storage Facilities

The County will not provide storage facilities for the Contractor.

J. Removal of Debris

All debris derived from these services must be removed from County property and become the property of the Contractor. The Contractor must dispose of all debris from these services in a legally established area appropriate for the type of debris being disposed. Disposal must be at the Contractor's expense. The Contractor must 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.

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



K. Special Safety Requirements

1. All Contractor's operators must be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works jobsites.
2. Contractor's operators, including couriers and technicians, must wear hard hats at all times and safety vests at Public Works jobsites and personal protective equipment must include suitable clothing, gloves, and shoes that meet Cal/OSHA requirements.
3. The Contractor must inspect and identify any condition(s) that renders the portion of the County work site that the Contractor has access to unsafe. Contractor must notify the Contractor Manager immediately when a work site condition threatens imminent injury to the public or damage to property. The Contractor must cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Responsibilities of the Contractor

The Contractor must:

1. Have a minimum of five years of experience analyzing soil and water samples.
2. Have an office and a stationary laboratory located in at least one of the five County areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties (Five County Areas). Subcontractors, if any, **do not** need to have an office and stationary laboratory located in one of the Five County Areas listed above.
3. Provide and ensure Subcontractors, if any, provide proof of valid and active accreditation by the California State Water Resources Control Board's Environmental Laboratory Accreditation Program (ELAP) for all laboratories located within the Five County Areas and include the associated Accredited Fields of Testing list. Subcontractor's laboratory and address listed in the ELAP certification does not need to be located in one of the Five County Areas.
4. Provide a copy of the certification for its assigned personnel for this service who have a current and active 24- or 40-hour Hazardous Waste Operations and Emergency Response training certification. Any Subcontractors must hold required certifications or licenses required by any State or Federal agencies to perform the work indicated under this Contract.

5. Ensure any Subcontractor used for this service must have a minimum of five years of experience performing analyses and/or characterizations of soil, water and/or other substances or materials, including, but not limited to, those listed in Exhibit A, Section E. 4, Other Testing.
6. Provide personnel, supervision, materials, and equipment to perform the work identified in this Exhibit A, Scope of Work.
7. Be a California State-Certified Laboratory with a corresponding valid and active Environmental Laboratory Accreditation Program Number. It is understood that some or all of the Subcontracted laboratories performing other testing, such as agronomic testing may not have a State certification requirement. Any Subcontractors must hold required certifications or licenses required by any State or Federal agencies to perform the work indicated under this Contract.
8. Have 24-hour sample turnaround time capability (when test applicable), including weekends and holidays. It is understood that certain tests require longer turnaround times, such as two to three days for metals and 10 to 15 days for some of the individual NPDES tests.
9. Adhere to five business days (Monday through Friday, not including County holidays and weekends) as normal/standard turnaround time. It is understood that certain tests require longer turnaround times, such as 10 to 15 days for some of the individual NPDES tests.
10. Provide daily sample pickup service including weekends and holidays.
11. Provide EPA-approved sample containers to collect samples of soil, groundwater, and other substances and materials.
12. Provide sample container delivery to and sample collection pickup from Public Works requested locations including on weekends and holidays. Laboratory courier vehicle must be company-owned/leased and appropriate for its intended services, such as a van, covered-bed pickup truck.
13. Be available and capable to conduct a minimum of 20 to 40 tests (all types) per day for the County.
14. Process samples collected for Typical Testing and perform a majority (at least 90 percent) of Typical Testing at the Contractor's stationary laboratory located in at least one of the Five County Areas. Typical Testing consists of tests listed on Page A.2 through A.3 of this Exhibit A, Scope of Work.

15. Process samples collected for NPDES permit testing and perform a majority (at least 90 percent) of NPDES permit testing in-house at the Contractor's stationary laboratory located in at least one of the Five County Areas of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties. NPDES permit testing consists of tests listed on pages A.3 through A.7 of this Exhibit A, Scope of Work.
16. Perform all County work in compliance with all Federal, State, and local laws and regulations.
17. Annually submit a comprehensive list of all tests the Contractor's and Subcontractor's laboratories are equipped and qualified to perform, and the published rates.
18. Provide the County with laboratory consultations.
19. Dispose of samples in compliance with all applicable legal requirements.

M. Responsibilities of Public Works

The County will provide the Contractor access to County jobsite(s) for technician sampling events, sample container drop-off and pick up, and other related tasks. The County may require additional inspections of the Contractor's laboratory at the County's discretion. The Contract Manager or other assigned personnel may accompany the Contractor's technicians conducting work and serve as an observer and quality control person at the jobsite.

N. Project Safety Official

The Contractor must designate in writing a Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official must be available at all times to abate any potential safety hazards and must have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official will 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.

O. 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 will 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. The Contractor will pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract or approved by Contract Manager.
4. 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, Liquidated Damages, and the Performance Requirements Summary

(Exhibit F), the higher service level in the judgment of Public Works will prevail.

P. 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 must 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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.

Q. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://www.sam.gov/portal/SAM/>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

**SCHEDULE OF PRICES**  
**(FORM PW-2)**

[TO BE DETERMINED]

## 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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must be interpreted as follows:

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

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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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.

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 will 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 will 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 will 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 will 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 will 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
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, will 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 will 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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses must 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 must 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 will, 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will

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 will 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 will 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 must 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 must 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 must 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 must immediately make full written disclosure of such facts to County. Full written disclosure must 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 are on a County Reemployment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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 must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto: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 will 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 will 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 will 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 must 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 must 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 must be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor must indemnify, 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. Counterparts and Electronic Signatures and 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 will 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 must 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 will 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, will 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 must 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 must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, 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 must 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 will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will 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 must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor must develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor must not, and must 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 will 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 must 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 B, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and must 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 will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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 must 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 must 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will 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, must 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will 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 must 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 will 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 must 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 must 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 must 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 will 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 will 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 must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must 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 will 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 must notify its employees, and must 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 must 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 must 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 must 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 must 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 will 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 will 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 will 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 must 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 must 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 will 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, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

## 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 will 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 will 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 will 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 will 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 must:
  - 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 must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor must 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 must be delivered to County upon request and must 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must 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 will 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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 will 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, must 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 will 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 will 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 must cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor must carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

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

N. Quality of Work

Contractor must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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 must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor must 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 will 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 must 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 must 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 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 must 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 must 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 must 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates must 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 must 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 must match the name of the Contractor identified as the contracting party in this Contract. Certificates must 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), must be construed as a waiver of any of the Required Insurance provisions.

- d. Certificates and copies of any required endorsements must 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 RFSQ Notice)

- e. Contractor also must 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 must 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 must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must 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 must 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 must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must 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 must 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 must 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 Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must 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 must 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 must 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it must 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 must 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 must 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 must 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 must 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 must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must 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 \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three 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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a

tentative proposed decision, which must contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will 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 Contractor Hearing Board.

E. Subcontractors of Contractor

These terms must 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 must 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 will 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 must have and adhere to a written policy that provides that its Employees must 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at [www.babysafela.org](http://www.babysafela.org).

## SECTION 9

### SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

Contractor must 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 must 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 must:

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 will 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 must 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 must 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, must:
  - 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 must 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 must 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 must 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, must:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the 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. Notwithstanding any other remedies in this contract, the above penalties will 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, will 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 will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

## SECTION 13

### COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's



testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  2. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

## SECTION 14

### 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 will 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 will 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 must execute all documents requested by County and must 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 will have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County will 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 must 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 must 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 must affix the following notice to all County Materials: "@ Copyright 2021 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor must affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2021)

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

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#### 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 Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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, 2022.

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](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

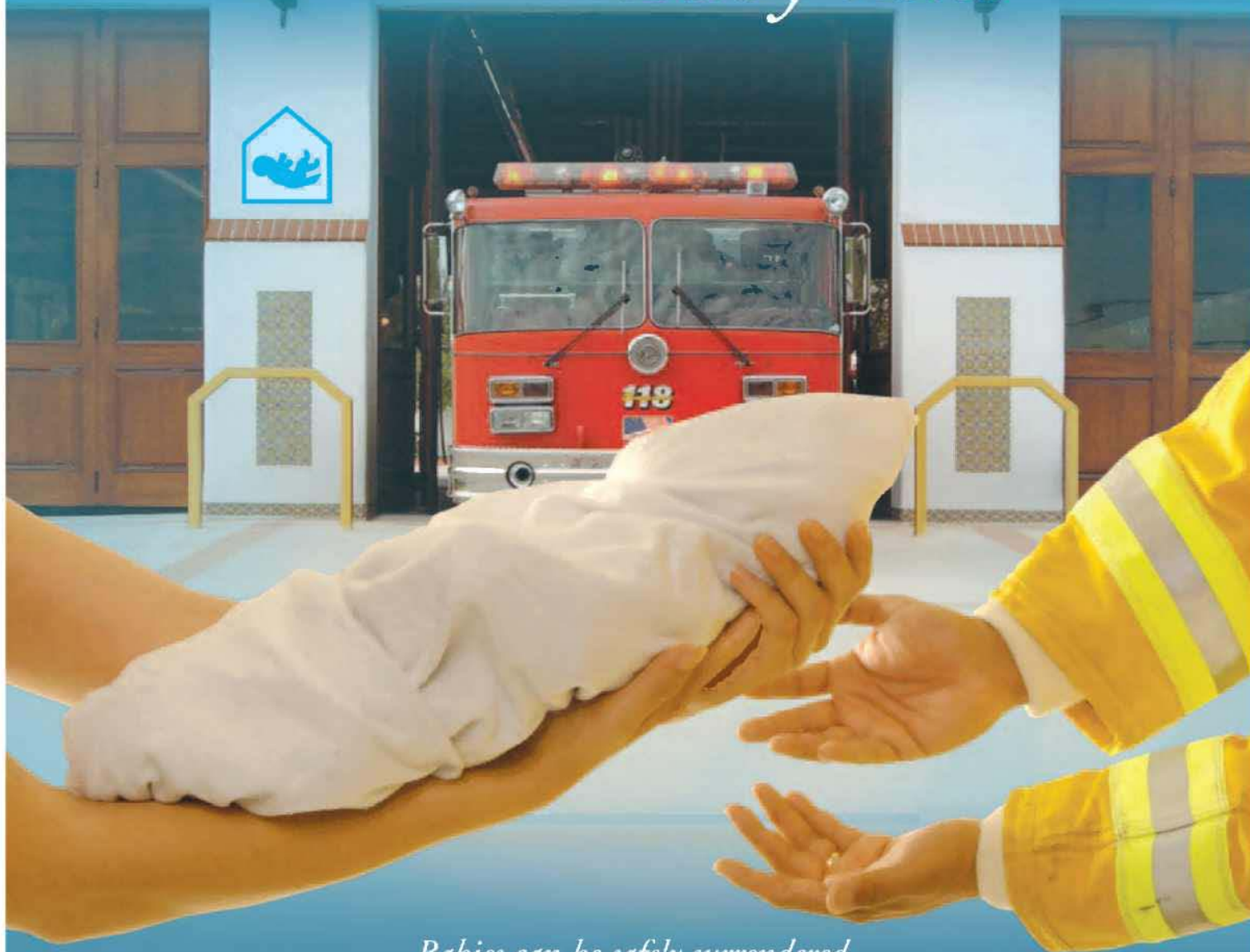
#### How Will My Employees Know if They Can Claim the EIC?

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 Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 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 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://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](http://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 Ángeles. 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 Ángeles 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 F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, 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
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports (If Required)	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports (If Required)	Filed within 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 F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, 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. On-time delivery of draft and final laboratory reports.	Contractor shall meet all submittal deadlines, as contractual or as prearranged for each project.	\$200 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. On-time delivery of sample bottles, containers, labels, and forms.	Contractor shall meet all submittal deadlines, as contractual or as prearranged for each project.	\$200 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. On-time pick-up of samples including same-day delivery and log in to laboratory.	Contractor shall meet all submittal deadlines, as contractual or as prearranged for each project.	\$200 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	As applicable, 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 are 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	

\*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 F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, 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
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Maintain Knowledge of Safety Requirements	Understands the standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
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	
3. Makes Site Inspections	Facility inspected as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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## 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 F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, 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. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$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. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties	\$200 per day the County is not informed of this	<input type="checkbox"/> Yes <input type="checkbox"/> No	

\*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 F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, 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
	under this Contract, or both, whether in whole or in part, without the prior written consent of County.	change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> N/A	
6. 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	

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