



GAIL FARBER, 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: **AS-0**

May 21, 2013

NOTICE OF REQUEST FOR PROPOSALS FOR SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)

PLEASE TAKE NOTICE that Public Works requests Proposals for the contract for Seawater Barriers Maintenance Services for Telemetry System and Appurtenances (2013-IT015). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total annual contract amount of this service is estimated to be \$450,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Benjamin Sandoval at (626) 458-7334 or at bsandoval@dpw.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://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following:

1. Proposer's Project Manager must have at least five years of experience installing and maintaining telemetry control systems or similar injection/pump well telemetry systems. No subcontractor is allowed to meet this requirement in lieu of the Project Manager.
2. Proposer and/or Subcontractor(s), if any, must have a valid and active State of California General Engineering Contractor's License (Class A).

May 21, 2013

Page 2

3. Proposer's supervisors, employees, and/or subcontractor(s), if any, must have a valid and active State of California C-10 Electrical Contractor's License.
4. Proposer's supervisors, employees, and/or subcontractor(s), if any, must have five years of experience working and programming Siemens® S7-200, S7-300, and S7-400 Programmable Logic Controllers for telemetry control systems or similar Programmable Logic Controllers.
5. Proposer's supervisors, employees, and/or subcontractor(s), if any, must have five years of experience providing maintenance for Ingersoll-Rand air compressors.

A Proposers' Conference will be held on **Tuesday, June 4, 2013, at 9 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. A walk-through will be conducted after the conference at the following location:

- Dominguez Yard – 2159 East Sepulveda Boulevard, Carson, CA 90810

ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK-THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Tuesday, June 18, 2013, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number listed on the previous page.

May 21, 2013
Page 3



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) 458-4081, from 7:30 a.m. to 5:00 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AS-0.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read 'Massood Eftekhari', written over a horizontal line.

MASSOOD EFTEKHARI
Deputy Director

BS

P:\aspub\CONTRACT\BEN\SEAWATER BARRIERS\2013\RFP\RFP Documents\01 RFP NOTICE.doc

Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
SEAWATER BARRIERS MAINTENANCE SERVICES
FOR TELEMETRY SYSTEM AND APPURTENANCES
(2013-IT015)



Approved May 15, 2013
Gail Farber
Director of Public Works

By: M. E. H. H.
Deputy Director

REQUEST FOR PROPOSALS
FOR
SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)

TABLE OF CONTENTS

PART I

SECTION 1 – INTRODUCTION

- A. Proposers' Conference
- B. Minimum Mandatory Requirements
- C. Contract Analyst
- D. Child Support Compliance Program
- E. County Rights and Responsibilities
- F. Defaulted Property Tax and Reduction Program
- G. GAIN and GROW Programs
- H. SPARTA Program
- I. Indemnification and Insurance
- J. Injury and Illness Prevention Program
- K. Interpretation of Request for Proposals
- L. Jury Service Program
- M. Local Small Business Enterprise Preference Program
- N. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company
- O. Prompt Payment Program
- P. Proposer's Charitable Contributions Compliance
- Q. Proposal Requirements and Contract Specifications
- R. Security and Background Investigations
- S. Transitional Job Opportunities Preference Program
- T. Vendor Registration
- U. Prevailing Wage

SECTION 2 – PROPOSAL PREPARATION AND SUBMISSION

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

SECTION 3 – GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

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

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

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

SECTION 5 – PROTEST POLICY

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

FORMS

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an RFP Solicitation Requirements Review
PW-12	Charitable Contributions Certification
PW-13	Transitional Job Opportunities Preference Application
PW-14	Proposer's List of Terminated Contracts
PW-15	Proposer's Pending Litigations and Judgments
PW-16	Proposer's Insurance Compliance Affirmation
PW-17	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-18	Statement of Equipment Form
PW-19	Minimum Requirements Affirmation
PW-20	Contractor's Certifications and License Information

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Debarred Vendors Report
3. County of Los Angeles Lobbyist Ordinance

PART II

SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)

EXHIBITS

- A. Scope of Work
- B. Information Technology Service Contract General Requirements
 - Section 1 - Interpretation of Contract
 - Section 2 - Standard Terms and Conditions Pertaining to Contract Administration

- Section 3 - Terminations/Suspensions
- Section 4 - General Conditions of Contract Work
- Section 5 - Indemnification and Insurance Requirements
- Section 6 - Contractor Responsibility and Debarment
- Section 7 - Compliance with County's Jury Service Program
- Section 8 - Safely Surrendered Baby Law Program
- Section 9 - Transitional Job Opportunities Preference Program
- Section 10 - Local Small Business Enterprise Preference Program
- Section 11- Compliance with County's Defaulted Property Tax Reduction Program
- Section 12 - Proprietary Considerations
- Section 13 - Prevailing Wages

- C. Internal Revenue Service Notice 1015
- D. Safely Surrendered Baby Law Posters
- E. Defaulted Property Tax Reduction Program
- F. Alamitos Barrier Project Telemetry System Location Map
- G. Alamitos Barrier Project Programmable Logic Controller Measurement and Control Units Network
- H. Dominguez Gap Barrier Project Extension Project
- I. Dominguez Gap Barrier Project Programmable Logic Controller Network
- J. West Coast Basin Barrier Project Telemetry System Location Map
- K. West Coast Basin Barrier Project Programmable Logic Controller Network
- L. Equipment List
- M. Seawater Barriers Maintenance Services for Telemetry System and Appurtenances Inspection Guidelines
- N. Standard of Functionality
- O. Alamitos Barrier Project Pilot Telemetry System As-Built Drawings
- P. Alamitos Barrier Project Telemetry System Phase II As-Built Drawings
- Q. Alamitos Barrier Project Telemetry System Phase II Wiring Diagrams

- R. Dominguez Gap Barrier Project Extension Project As-Built Drawings
- S. Dominguez Gap Barrier Project Extension Project Wiring Diagrams
- T. West Coast Basin Barrier Project Telemetry System As-Built
- U. Confined Space Manual
- V. Performance Requirements Summary
- W. Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
- X. Information Technology Security Requirements

P:\aspub\CONTRACT\BEN\SEAWATER BARRIERS\2013\RFP\RFP Documents\02 TOC-STANDARD.docx

PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference and walk-through to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE AND WALK-THROUGH.** Proposals received from Proposers not signed in as attending this Conference and walk-through will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP), Contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum and/or informational update, to all who attended the Conference.

B. Minimum Mandatory Requirements

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

1. Proposer's Project Manager must have at least five years of experience installing and maintaining telemetry control systems or similar injection/pump well telemetry systems. No Subcontractor is allowed to meet this requirement in lieu of the Project Manager.
2. Proposer and/or Subcontractor(s), if any, must have a valid and active State of California General Engineering Contractor's License (Class A).
3. Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have a valid and active State of California C-10 Electrical Contractor's License.
4. Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have five years' experience working and programming Siemens® S7-200,

S7-300, and S7-400 Programmable Logic Controllers for telemetry control systems or similar Programmable Logic Controllers.

5. Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have five years' experience providing maintenance for Ingersoll-Rand air compressors.

C. Contract Analyst

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

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Mr. Benjamin Sandoval
P.O. Box 1460
Alhambra, California 91802-1460

E-mail: bsandoval@dpw.lacounty.gov
Telephone: (626) 458-7334
Facsimile: (626) 458-4194

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

D. Child Support Compliance Program

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

E. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the Proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall 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 shall not be bound

2013-IT015

by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful Contractors 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 shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-17). 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 (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN and GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the

County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

I. Indemnification and Insurance

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

J. Injury and Illness Prevention Program

The successful Contractor 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.

K. Interpretation of Request for Proposals

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

L. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a

lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time.

Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months, which if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

M. Local Small Business Enterprise Preference Program

1. To the extent permitted by State and federal law and when the price category is scored, the County will give Local Small Business Enterprise (Local SBE) preference during the solicitation process to businesses that meet the definition of a Local SBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The

2013-IT015

business must be certified by the Los Angeles County Office of Small Business as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

2. To apply for certification as a Local SBE, businesses may register at the Los Angeles County Office of Small Business' website at:

<http://www.laosb.org>

3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form with their Proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
4. 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.dgs.ca.gov/pd/programs/osds.aspx>.

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

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

O. Prompt Payment Program

It is the intent of the County that Certified Local SBEs 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.

P. 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

2013-IT015

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, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

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

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

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

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

Q. Proposal Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFP by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for Proposals are explained in Part I of this RFP.
3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Debarred Vendors Report; 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.

R. Security and Background Investigations

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract including, but not limited to, vehicle operators, supervisors and subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Contractor Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.
2. No Contractor Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Contractor Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.
3. Disqualification of any Contractor Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.
4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Contractor Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

S. Transitional Job Opportunities Preference Program

To the extent permitted by State and federal law in evaluating Proposals and when the price category is scored, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c)(3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their Proposal response to Contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to

2013-IT015

assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

T. Vendor Registration

Proposers must register on-line 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 http://lacounty.info/doing_business/main_db.htm and click on "Vendor Registration Information – Self Registration." Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

U. Prevailing Wage

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

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

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

1. Title page

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

2. Table of Contents

A comprehensive table of contents shall list all material included in the Proposal.

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed

"Statement of Information", which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

- Background;
- Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position); and
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded.
- Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work.
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements, if any.
 - Proposer's Project Manager must have at least five years of experience installing and maintaining telemetry control systems or similar injection/pump well telemetry systems. No Subcontractor is allowed to meet this requirement in lieu of the Project Manager.
 - Proposer and/or Subcontractor(s), if any, must have a valid and active State of California General Engineering Contractor's License (Class A).
 - Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have a valid and active State of California C-10 Electrical Contractor's License.
 - Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have five years experience working and programming Siemens® S7-200, S7-300 and S7-400 Programmable Logic Controllers for telemetry control systems or similar Programmable Logic Controllers.

- Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have five years' experience providing maintenance for Ingersoll-Rand air compressors.

6. Work Plan

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

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

In addition to the above requirements, the work plan must describe in detail each component, each with its own separate heading set forth below, including, but not limited to:

- a. Task No. 1 – Inspection Work
- b. Task No. 2 – As-Needed Rehabilitation Work
- c. Task No. 3 – Rehabilitation Report
- d. Task No. 4 – As-Needed and Routine Maintenance Work
- e. Task No. 5 – Maintenance Report
- f. Task No. 6 – As-Needed Programmable Logic Controller (PLC), Remote Input Output (RIO), and Control Computer Programming
- g. Task No. 7 – PLC, RIO, and Control Computer Programming Report
- h. Names of its personnel, including Subcontractor personnel, assigned to the project that will have Confined Space Entry Program (CSEP) responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.
- i. Technical consultants resumes, references, and relevant job experience.
- j. Experience and background information of Subcontractor specialized in the installation of electronic equipment and in the programming and installation of the specific hardware used.

The staffing plan must designate a qualified quality control inspector (see Quality Assurance, Section 7 below).

7. Quality Assurance Program

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

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

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

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

8. Subcontractors

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

9. Licenses and Certifications

Submit copies of the Proposer's, employees', and/or Subcontractors' valid and active licenses and certifications required to perform the work listed below:

- State of California General Engineering Contractor's License (Class A)
- State of California C-10 Electrical Contractor's License.

10. Insurance

Submit completed and signed Form PW-16, 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 RFP if awarded the Contract. In Form PW-16, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this RFP throughout the entire term of the proposed Contract, without interruption or break in coverage.

11. Forms List

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

- | | |
|-------|--|
| PW-1 | Verification of Proposal |
| PW-2 | Schedule of Prices |
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form |
| PW-4 | Contractor's Industrial Safety Record |
| PW-5 | Conflict of Interest Certification |
| PW-6 | Proposer's Reference List |
| PW-7 | Proposer's Equal Employment Opportunity Certification |
| PW-8 | List of Subcontractors |
| PW-9 | Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification form if requesting SBE preference) |
| PW-10 | GAIN and GROW Employment Commitment |

- PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst)
- PW-12 Charitable Contributions Certifications
- PW-13 Transitional Job Opportunities Preference Application
- PW-14 Proposer's List of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-18 Statement of Equipment Form
- PW-19 Minimum Requirements Affirmation
- PW-20 Contractor's Certifications and License Information

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

12. Subcontractors' Forms List

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

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

- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only)
- PW-10 GAIN and GROW Employment Commitment Form
- PW-12 Charitable Contributions Certifications

13. Additional Information

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

B. Proposal Submission

1. Proposals shall be submitted with **six** complete sets of the Proposal and any related information.
 - One original and three copies
 - Two electronic copies on a CD in PDF format as follows:
 - One **original** electronic copy
 - One **redacted** electronic copy - Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the Proposal such as Social Security numbers.

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 Proposals to the County of Los Angeles Department of Public Works Cashier, 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 received only when accepted 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.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

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

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

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

B. Altering Solicitation Document

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

C. County Responsibility

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

D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible Contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts, including, but not limited to, County Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the

2013-IT015

Proposer against public entities. Labor law violations, which are the fault of Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

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

E. Disqualification of Proposers

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

F. Gratuities

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

G. Knowledge of Work to be Done

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

H. Notice to Proposers Regarding the Public Records Act

1. All responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's Proposal and corresponding Public Works evaluation documents, Public Works completes Contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated Contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, Public Works recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, Proposals submitted in response to this solicitation and corresponding Public Works evaluation documents become a matter of public record, with the exception of those parts of each Proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective Proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of Proposal submission will be accepted. The proposers will not be granted opportunity to make any change or label any portion of their respective Proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the Proposals.
3. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "Trade Secret," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance,"

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

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

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

tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer 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. 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 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.
9. Attachment 2 is a listing of Contractors currently debarred.

L. Proposal Prices and Agreement of Figures

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

M. Proposer's Safety Record

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

N. Qualification of Proposer

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

O. Qualifications of Subcontractors

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

P. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each Subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles

County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

Q. Term of Proposals

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

R. Truth and Accuracy of Representations

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

S. Wages, Materials, and Other Costs

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

T. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission set forth in the Notice for Request for Proposals upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

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

C. Evaluation of Proposals

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

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

D. Pass/Fail Review

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

1. Proposer will comply with the insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements, as evidenced by submitting a completed and signed Form PW-16.
2. Proposer and any Subcontractors, if any, have met the GAIN and GROW Programs requirements (Form PW-10).
3. Proposer and any Subcontractors, if any, have completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Proposer and any Subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establish their entitlement to an exception to the program.
5. Proposer and Subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2, Schedule of Prices.
6. Proposer complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements.
7. Proposer has submitted appropriate state license(s) and certification(s) required to perform the service listed below:
 - a. State of California General Engineering Contractor's License (Class A)
 - b. California C-10 Electrical Contractor's License

Proposers who do not possess and/or have listed Subcontractors who do not possess the required licenses/certifications/permits at the Proposal deadline date will be disqualified as nonresponsive.

8. Proposer is signed in as attending the Proposers' Conference and walk-through.
9. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal. Any Proposal without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.

E. Evaluation Criteria

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

1. Proposed Price (50 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the Transitional Job Opportunities Preference or the Local Small Business Preference or both, as applicable.

- Transitional Job Opportunities Preference. To the extent permitted by State and federal law, should one or more of the Proposers qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be adjusted prior to scoring as follows: Eight percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Proposer's payment, which will be based on the Proposer's bid amount.
- Local Small Business Enterprise (SBE) Preference. To the extent permitted by State and federal law, should one or more of the Proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be adjusted prior to scoring as follows: Eight percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of

this evaluated item. Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a Contract.

2. Performance History/References (10 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services with priority will be given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 10/3 points for each responding reference up to a total of three responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all contracts with the County of Los Angeles during the previous three years and must identify County's contacts for each contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. Additionally, a review of terminated Contract(s) reported on Form PW-14, Proposer's List of Terminated Contracts, will be conducted, which may result in point deductions. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by either the County's Contract Database or CARD by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

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

3. Experience (25 points)

Proposer's Project Manager must have at least five years of experience installing and maintaining telemetry control systems or similar

2013-IT015

injection/pump well telemetry systems. No Subcontractor allowed to meet this requirement in lieu of the Project Manager. In addition, Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have five years of experience working and programming Siemens® S7-200, S7-300, and S7-400 Programmable Logic Controllers for telemetry control system or similar Programmable Logic Controllers and must have five years of experience providing maintenance for Ingersoll-Rand air compressors. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, and Subcontractors, if any, in providing the requested services to organizations. Higher quality of experience will be based on, but not limited to, the type of project, the Proposer's role in the project, and the monetary value of the project. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information, including, but not limited to, pending litigation and judgments. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

4. Work Plan (10 points)

Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum performance expectations.

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

The evaluators may give reduced scores to work plans that omit any of the following:

- a. Task No. 1 – Inspection Work
- b. Task No. 2 – As-Needed Rehabilitation Work

- c. Task No. 3 – Rehabilitation Report
- d. Task No. 4 – As-Needed and Routine Maintenance Work
- e. Task No. 5 – Maintenance Report
- f. Task No. 6 – As-Needed PLC, RIO, and Control Computer Programming
- g. Task No. 7 – PLC, RIO, and Control Computer Programming Report
- h. Names of its personnel, including Subcontractor personnel, assigned to the project that will have Confined Space Entry Program (CSEP) responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.
- i. Technical consultants resumes, references, and relevant job experience.
- j. Experience and background information of Subcontractor specialized in the installation of electronic equipment and in the programming and installation of the specific hardware used.

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

The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents. If an interview or presentation is scheduled, it may also be considered.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a Subcontractor is to perform Quality Assurance, the Program must detail how that Subcontractor will interface with the Proposer and comply with the Program.

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

5. Equipment (5 points)

The evaluators may award up to maximum of 5 points based on their evaluation of the Proposer's equipment to meet or exceed all of the requirements set forth in Exhibit A, Scope of Work.

A review of the Proposer's equipment to be used to perform the work, as listed on the Statement of Equipment Form (Form PW-18), will be made. List vehicles separate from other equipment. Public Works reserves the right to conduct on-site inspections of equipment listed on this form.

The Proposer's equipment may be evaluated based on the following criteria, but is not limited to, the type and quantity of equipment within the organization's fleet, type and quantity of equipment dedicated to the service, date of manufacture/purchase, up-to-date maintenance and service records.

Significant unacceptable weakness in the Proposer's equipment may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

6. Optional Interview/Clarification

The County may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

7. Additional Criteria

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

F. Negotiation

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

Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

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

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

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 for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review 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. 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 shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A bid/Proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/Proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the time frame specified in the written determination.
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 person or entity requesting a Disqualification Review is a Proposer;
 - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/Proposal nonresponsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

F. Debriefing Process

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

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

G. Proposed Contractor Selection Review

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 person or entity requesting a Proposed Contractor Selection Review is a Proposer.

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

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

H. County Independent Review

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by

Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting a County Independent Review is a Proposer.
 - b. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - c. The person or entity requesting a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.
3. Upon completion of the County Independent Review, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

P:\aspub\CONTRACT\BENSEAWATER BARRIERS\2013\RFP\RFP Documents\03 PART I-STANDARD.docx

TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	STATEMENT OF EQUIPMENT FORM
PW-19	MINIMUM REQUIREMENTS AFFIRMATION
PW-20	CONTRACTOR'S CERTIFICATONS AND LICENSE INFORMATION

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: _____, 2013		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: _____			
DECLARANT INFORMATION			
3. Name Of declarant: _____			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: _____			
PROPOSER INFORMATION			
6. Proposer's full legal name: _____		Telephone No.: _____	
Physical Address (NO P.O. BOX): _____		Mobile No.: _____	
e-mail: _____		Fax No.: _____	
County WebVen No.: _____	IRS No.: _____	Business License No.: _____	
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
County(s) of Registration: _____		State: _____	Year(s) became DBA: _____
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: _____		
	Secretary: _____		
<input type="checkbox"/> A general partnership:	Names of partners: _____		
<input type="checkbox"/> A limited partnership:	Name of general partner: _____		
<input type="checkbox"/> A joint venture of:	Names of joint venturers: _____		
<input type="checkbox"/> A limited liability company:	Name of managing member: _____		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____
Type name and title: _____			

**SCHEDULE OF PRICES FOR
SEAWATER BARRIER MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)**

FORM PW-2

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

*Rehabilitation activities shall also include any required PLC configuration and programming. The cost for replacement part(s) shall be reimbursed by Public Works as stated in Exhibit A, Scope of Work, E. Task No. 2 - As-Needed Rehabilitation Work.

TASK	ITEM DESCRIPTION	UNIT	UNIT RATE	ESTIMATED NO. OF UNITS	PROPOSED ANNUAL PRICE (UNIT RATE X NO. OF UNITS)
INSPECTION WORK					
1	Complete inspection of all ABP Telemetry System facilities	EA	\$	1	\$
	Complete inspection of all DGBP Telemetry System facilities	EA	\$	1	\$
	Complete inspection of all WCBBP Telemetry System facilities	EA	\$	1	\$
	Provide Draft and Complete Final Inspection Report	EA	\$	1	\$
AS-NEEDED REHABILITATION WORK					
2	Perform rehabilitation and repair activities on ABP, DGBP, & WCBBP Telemetry System facility equipment and instrumentation	HR	\$	800	\$
REHABILITATION REPORT					
3	Provide Draft and Complete Final Rehabilitation Report	EA	\$	1	\$
AS-NEEDED AND ROUTINE MAINTENANCE WORK					
4	DGBP Air Compressor and Air Dryer quarterly maintenance	EA	\$	4	\$
	DGBP Water level pressure transducer desiccant replacement	EA	\$	33	\$
	As-Needed Maintenance activities on ABP, DGBP, & WCBBP Telemetry System facilities and equipment	HR	\$	100	\$

**SCHEDULE OF PRICES FOR
SEAWATER BARRIER MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)**

FORM PW-2

TASK	ITEM DESCRIPTION	UNIT	UNIT RATE	ESTIMATED NO. OF UNITS	PROPOSED ANNUAL PRICE <small>(UNIT RATE X NO. OF UNITS)</small>
MAINTENANCE REPORT					
5	Provide Draft and Complete Final Maintenance Report	EA	\$	1	\$
AS-NEEDED PLC, RIO, AND CONTROL COMPUTER PROGRAMMING					
6	Provide programming modifications and services for PLCs, RIOs, and workstation control computers	HR	\$	100	\$
PLC, RIO, AND CONTROL COMPUTER PROGRAMMING REPORT					
7	Provide Draft and Complete Final PLC, RIO, and Control Computer Programming Report	EA	\$	1	\$
TOTAL PROPOSED ANNUAL PRICE					\$

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

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

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

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

of _____
 Name of proposer

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

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

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

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

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

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

A. COUNTY OF LOS ANGELES AGENCIES

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

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination 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

Authorized representative	
Signature	Date

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

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

FIRM NAME:
My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
<input type="checkbox"/> Attached is a copy of Local SBE certification issued by the County.

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

- declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title:	Project 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 **10 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 additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
----------------------	------------	-----------

<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and 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.</p>	<p>()</p>	<p>()</p>
--	------------	------------

OR

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

Signature

Date

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

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

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

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

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

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

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

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

A. Pending Litigation Threatened Litigation Judgment (check one)

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

B. Pending Litigation Threatened Litigation Judgment (check one)

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

Signature of Proposer: _____ **Date:** _____

**SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

Proposer's Name

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

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

Signature of Proposer: _____ Date: _____

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

The Proposer certifies that:

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

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

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

-OR-

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

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

Print Name:	Title:
Signature:	Date:

**SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)
MINIMUM REQUIREMENTS AFFIRMATION**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

- Proposer's Project Manager must have at least five years of experience installing and maintaining telemetry control systems or similar injection/pump well telemetry systems. No Subcontractor allowed to meet this requirement in lieu of the Project Manager.

Yes. Proposer's Project Manager does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name	No. of Years	Description

No. Proposer's Project Manager does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

- Proposer's supervisors, employees, and/or subcontractor(s), if any, must have 5 years experience working and programming Siemens® S7-200 & S7-400 Programmable Logic Controllers for ECS facility control or similar Programmable Logic Controllers.

Yes. Proposer's supervisor(s) does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name	No. of Years	Description

OR

- Yes. Proposer's employee(s) does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name	No. of Years	Description

OR

- Yes. Proposer's subcontractor(s) does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name	No. of Years	Description

- No. Proposer's supervisors, employees, and/or subcontractor(s) do not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

3. Proposer's supervisors, employees, and/or Subcontractor(s), if any, must have five years' experience providing maintenance for Ingersoll-Rand air compressors.

- Yes. Proposer's supervisor(s) does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name	No. of Years	Description

OR

- Yes. Proposer's employee(s) does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name	No. of Years	Description

OR

- Yes. Proposer's subcontractor(s) does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name	No. of Years	Description

- No. Proposer's supervisors, employees, and/or subcontractor(s) do not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

Signature	Title
Firm Name	Date

**SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)
CONTRACTOR'S CERTIFICATIONS AND LICENSE INFORMATION**

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license. Failure to demonstrate compliance with the required licenses and/or certifications may result in rejection of the Proposal as nonresponsive.

License/Certification Name	License/Certification Number	Active Date	Expiration Date
a) State of California General Engineering Contractor's License (Class A)			
b) State of California C-10 Electrical Contractor's License			

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.

Proposer's Name:	
Address:	
Authorized representative:	
Signature:	Date:



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four 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 multi-billion 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:

http://lacounty.info/doing_business/DebarmentList.htm

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

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

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

Thank you for your cooperation and attention.

Part II Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)

TABLE OF CONTENTS

SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)

	PAGE
SAMPLE AGREEMENT	1-8
EXHIBIT A Scope of Work	A.1-24
EXHIBIT B Information Technology Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies	B.1
B. Definitions	B.1
C. Headings	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments/Change Orders.....	B.4
B. Assignment and Delegation	B.5
C. Authorization Warranty	B.6
D. Budget Reduction	B.6
E. Complaints	B.6
F. Compliance with Applicable Laws	B.7
G. Compliance with Civil Rights Laws	B.7
H. Confidentiality	B.8
I. Conflict of Interest	B.10
J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List	B.11
K. Consideration of Hiring GAIN and GROW Participants.....	B.11
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.11
M. Contractor's Charitable Activities Compliance	B.11
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.12
O. County's Quality Assurance Plan	B.12
P. Damage to County Facilities, Buildings, or Grounds	B.12
Q. Employment Eligibility Verification	B.13
R. Facsimile Representations	B.13
S. Fair Labor Standards	B.13
T. Force Majeure	B.14
U. Governing Laws, Jurisdiction, and Venue	B.14
V. Most Favored Public Entity	B.15
W. Nondiscrimination and Affirmative Action	B.15
X. Nonexclusivity	B.16
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract	B.16
Z. Notice of Delays	B.16
AA. Dispute Resolution Procedures.....	B.17

	BB.	Notice to Employees Regarding the Federal Earned Income Credit ..	B.19
	CC.	Notices.....	B.19
	DD.	Publicity	B.19
	EE.	Public Records Act	B.20
	FF.	Record Retention and Inspection/Audit Settlement	B.20
	GG.	Recycled-Content Paper Products	B.21
	HH.	Contractor's Employee Criminal Background Investigation.....	B.21
	II.	Subcontracting	B.22
	JJ.	Validity	B.23
	KK.	Waiver.....	B.23
	LL.	Warranty Against Contingent Fees.....	B.24
	MM.	Rights and Remedies	B.24
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	B.25
	B.	Termination/Suspension for Convenience	B.25
	C.	Termination/Suspension for Default	B.26
	D.	Termination/Suspension for Improper Consideration.....	B.28
	E.	Termination/Suspension for Insolvency	B.28
	F.	Termination/Suspension for Nonadherence to County Lobbyists Ordinance	B.29
	G.	Termination/Suspension for Nonappropriation of Funds	B.29
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection	B.30
	B.	Cooperation	B.30
	C.	Cooperation and Collateral Work	B.30
	D.	Equipment, Labor, Supervision, and Materials	B.30
	E.	Gratuitous Work	B.30
	F.	Jobsite Safety	B.30
	G.	Labor	B.31
	H.	Labor Law Compliance	B.31
	I.	Overtime	B.31
	J.	Permits/Licenses	B.31
	K.	Prohibition Against Use of Child Labor	B.32
	L.	Public Convenience	B.32
	M.	Public Safety	B.32
	N.	Quality of Work	B.32
	O.	Quantities of Work	B.33
	P.	Safety Requirements	B.33
	Q.	Storage of Materials and Equipment	B.33
	R.	Transportation	B.33
	S.	Work Area Controls	B.33
	T.	County Contract Database/CARD.....	B.33
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status	B.34
	B.	Indemnification	B.34

	C.	Workplace Safety Indemnification	B.35
	D.	General Insurance Requirements	B.35
	E.	Compensation for County Costs	B.39
	F.	Insurance Coverage Requirements	B.39
Section 6		Contractor Responsibility and Debarment	
	A.	Responsible Contractor	B.41
	B.	Chapter 2.202 of the County Code	B.41
	C.	Nonresponsible Contractor	B.41
	D.	Contractor Hearing Board	B.41
	E.	Subcontractors of Contractor	B.42
Section 7		Compliance with County's Jury Service Program	
	A.	Jury Service Program	B.43
	B.	Written Employee Jury Service Policy	B.43
Section 8		Safely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	B.45
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law ..	B.45
Section 9		Transitional Job Opportunities Preference Program.....	B.46
Section 10		Local Small Business Enterprise (SBE) Preference Program.....	B.47
Section 11		Compliance with County's Defaulted Property Tax Reduction Program.....	B.48
Section 12		Proprietary Considerations	
	A.	Ownership of County Materials.....	B.49
	B.	Transfer to County	B.49
	C.	Indemnity	B.49
	D.	Copyright Notices	B.50
	E.	Acknowledgement/Attribution	B.50
Section 13		Prevailing Wages	
	A.	Prevailing Wages.....	B.51
	B.	Posting of Prevailing Wage Rates.....	B.51
	C.	Work Records.....	B.51
	D.	Certified Payroll Records.....	B.51
	E.	Subcontractor.....	B.52

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Defaulted Property Tax Reduction Program
EXHIBIT F	Alamitos Barrier Project Telemetry System Location Map
EXHIBIT G	Alamitos Barrier Project Programmable Logic Controller – Measurement and Control Units Network
EXHIBIT H	Dominguez Gap Barrier Project Extension Project
EXHIBIT I	Dominguez Gap Barrier Project Programmable Logic Controller Network
EXHIBIT J	West Coast Basin Barrier Project Telemetry System Location Map
EXHIBIT K	West Coast Basin Barrier Project Programmable Logic Controller Network
EXHIBIT L	Equipment List
EXHIBIT M	Seawater Barriers Maintenance Services for Telemetry System and Appurtenances Inspection Guidelines
EXHIBIT N	Standard of Functionality

EXHIBIT O	Alamitos Barrier Project Pilot Telemetry System As-Built Drawings
EXHIBIT P	Alamitos Barrier Project Telemetry System Phase II As-Built Drawings
EXHIBIT Q	Alamitos Barrier Project Telemetry System Phase II Wiring Diagrams
EXHIBIT R	Dominguez Gap Barrier Project Extension Project As-Built Drawings
EXHIBIT S	Dominguez Gap Barrier Project Extension Project Wiring Diagrams
EXHIBIT T	West Coast Basin Barrier Project Telemetry System As-Built
EXHIBIT U	Confined Space Manual
EXHIBIT V	Performance Requirements Summary
EXHIBIT W	Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
EXHIBIT X	Information Technology Security Requirements

SAMPLE AGREEMENT FOR
SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES (2013-IT015)

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, 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 [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY, by and through its Department of Public Works ("Public Works"), desires to employ a CONTRACTOR to provide maintenance services, which includes inspecting, maintaining, installing, upgrading, trouble shooting, and repairing the Telemetry System and Appurtenances at the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project (Seawater Barriers Maintenance Services); and

WHEREAS, the COUNTY has determined that COUNTY personnel are not available to provide the services; and

WHEREAS, California Government Code, Section 31000, permits the COUNTY Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services; and

WHEREAS, in response to the COUNTY'S Request for Proposals issued with respect to the maintenance services, the CONTRACTOR has submitted its proposal to the COUNTY and desires and is prepared to provide the requested maintenance services to COUNTY; and

WHEREAS, the CONTRACTOR possesses the necessary special skills, knowledge, technical competence, and sufficient staffing to provide the maintenance services with respect to all components of the Seawater Barriers Maintenance Services; and

WHEREAS, the CONTRACTOR is willing to accept responsibility for performing the requested services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, the COUNTY and the CONTRACTOR desire to enter into a CONTRACT for Seawater Barriers Maintenance Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

//
//
//

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2013, hereby agrees to provide maintenance services as described in this Contract for Seawater Barriers Maintenance Services.

SECOND: This CONTRACT, together with Exhibit A, Scope of Work; Exhibit B, Information Technology Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Alamitos Barrier Project Telemetry System Location Map; Exhibit G, Alamitos Barrier Project Programmable Logic Controller - Measurement and Control Units Network; Exhibit H, Dominguez Gap Barrier Project Extension Project; Exhibit I, Dominguez Gap Barrier Project Programmable Logic Controller Network; Exhibit J, West Coast Basin Barrier Project Telemetry System Location Map; Exhibit K, West Coast Basin Barrier Project Programmable Logic Controller Network; Exhibit L, Equipment List; Exhibit M, Seawater Barriers Maintenance Services for Telemetry System and Appurtenances Inspection Guidelines; Exhibit N, Standard of Functionality; Exhibit O, Alamitos Barrier Project Pilot Telemetry System As-Built Drawings; Exhibit P, Alamitos Barrier Project Telemetry System Phase II As-Built Drawings; Exhibit Q, Alamitos Barrier Project Telemetry System Phase II Wiring Diagrams; Exhibit R, Dominguez Gap Barrier Project Extension Project As-Built Drawings; Exhibit S, Dominguez Gap Barrier Project Extension Project Wiring Diagrams; Exhibit T, West Coast Basin Barrier Project Telemetry System As-Built Drawings; Exhibit U, Confined Space Manual; Exhibit V, Performance Requirements Summary; Exhibit W, Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights; Exhibit X, Information Technology Security Requirements; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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

FOURTH: 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, an amount not to exceed \$_____ per

year, or such greater amount as the Board may approve (Maximum Contract Sum). In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum authorized by the Board. The Maximum Contract Sum shall include all items set forth in the Form PW-2, Schedule of Prices, including but not limited to, taxes, Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, and optional tasks. CONTRACTOR acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by the COUNTY to CONTRACTOR in exchange for CONTRACTOR delivering to COUNTY, and COUNTY accepting, within the required delivery schedule as set forth by the Contract Manager, maintenance, inspection, repair, installation, trouble shoot, modification, and upgrade services to the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project.

The CONTRACTOR understands and agrees that only the designated 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.

FIFTH: The COUNTY reserves the right to change any portion of the Work required under this CONTRACT, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the manner described in Exhibit B, Section 2.A., Amendments/Change Orders.

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

SEVENTH: The CONTRACTOR shall invoice the COUNTY upon completion of Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work which are specified in this CONTRACT, Exhibit A (Scope of Work), and any Amendments/Change Orders, as applicable, and which have been approved in writing by the COUNTY as set forth in this paragraph. The CONTRACTOR agrees not to submit any invoice for payment until the COUNTY has approved in writing the Work for which payment is claimed. No partial or progress payments towards anticipated or substantial completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work will be made under this CONTRACT.

//
//
//

The COUNTY will endeavor to make payment to the CONTRACTOR within 30 days of receipt and approval of work and properly completed and undisputed invoice. All invoices and supporting documents under this CONTRACT shall be submitted in duplicate to the following address:

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

Each invoice submitted by CONTRACTOR shall include the following:

- a. The Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, or other Work as described in Exhibit A (Scope of Work), any Amendments/Change Order, as applicable, together with any additional supporting documentation reasonably requested by the COUNTY, for the Contract Manager's written approval.
- b. If the invoice is for additional services, the Change Order, approved and executed by the Contract Manager, and any additional supporting documentation reasonably requested by the Contract Manager must be submitted.

The Contract Manager or his designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to the CONTRACTOR within 15 days of receipt of invoice if payment amounts are disputed. The CONTRACTOR shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten days of receipt of the IDR from the Contract Manager or his designee. If the Contract Manager or his designee does not receive a written response within ten days of the COUNTY'S notice to the CONTRACTOR of an IDR, then the COUNTY payment will be made, less the disputed charges.

In addition to any rights of the COUNTY provided in this CONTRACT, or at law or in equity, the COUNTY may, upon notice to the CONTRACTOR, withhold payment for any Work while the CONTRACTOR is in default hereunder, or at any time that the CONTRACTOR has not provided COUNTY approved Work.

The CONTRACTOR acknowledges that notwithstanding anything herein to the contrary it must complete all Work required of this Seawater Barriers Maintenance Services Contract. In no event shall the COUNTY be liable or responsible for payment respecting a particular Task prior to the approval and execution of the Inspection and Rehabilitation Reports by the Contract Manager.

EIGHTH: The CONTRACTOR agrees that all system software upgrades, including any and all updates and custom programming modifications, if applicable, shall be delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by the CONTRACTOR staff who may load the system software and

documentation onto COUNTY'S hardware. CONTRACTOR shall retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the system software and documentation to the COUNTY. The CONTRACTOR, including CONTRACTOR'S subcontractors, shall not deliver or provide any tangible items to the COUNTY, and the COUNTY will not accept delivery of any of the same. Without limiting the generality of the foregoing, CONTRACTOR shall not deliver or provide any system software, documentation, or training materials on magnetic, optical, print or other tangible media under this CONTRACT.

NINTH: The CONTRACTOR shall bill upon completion and acceptance by Contract Manager as specified in the SEVENTH Paragraph of this CONTRACT, for Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work provided by CONTRACTOR, including any additional services, in arrears, for the Work performed during the preceding month. Work performed shall be billed at the unit rates quoted in Form PW-2, Schedule of Prices.

The COUNTY acknowledges that the amounts payable by the COUNTY to the CONTRACTOR under this CONTRACT will not include taxes for products or services provided by the CONTRACTOR hereunder. The COUNTY shall not be liable or responsible for reimbursement of any taxes associated with such procurement except as set forth in Form PW-2, Schedule of Prices. CONTRACTOR will be solely liable and responsible for, and shall pay such tax directly to the state or other taxing authority. In addition, CONTRACTOR shall be solely responsible for all taxes based on CONTRACTOR'S income or gross revenue, or personal property taxes levied or assessed on CONTRACTOR'S personal property to which COUNTY does not hold title.

TENTH: The CONTRACTOR hereby represents, warrants, and covenants to the COUNTY that for the term of this CONTRACT, the CONTRACTOR'S Work shall be fully compatible with and shall fully integrate, perform, and function with the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project System hardware and the operating system software and shall otherwise conform to the specifications set forth in Exhibit A (Scope of Work) and shall meet all the Standards of Functionality.

ELEVENTH: The CONTRACTOR shall provide maintenance, support and warranty services (Warranty Services) to COUNTY for the Alamitos Barrier Project, Dominguez Gap Barrier Project, and the West Coast Basin Barrier Project system in accordance with this CONTRACT, Exhibit A (Scope of Work), and the Standards of Functionality. Warranty Services shall include, but shall not be limited to, the correction of any and all deficiencies caused by Work performed by or on behalf of the CONTRACTOR for the COUNTY pursuant to this CONTRACT. The need for Warranty Services will be determined by Contract Manager, which determination shall be subject to the Dispute Resolution Procedures set forth in Section 2, paragraph AA (Dispute Resolution Procedures), of Exhibit B (Information Technology Service Contract General Requirements). Correction of such deficiencies shall be at no additional cost to the COUNTY. If any component of the Alamitos Barrier Project, Dominguez Gap Barrier Project, or the West Coast Basin Barrier Project system requires corrective services to remedy such deficiencies, the

CONTRACTOR shall endeavor reasonably to provide such services at the COUNTY'S location (which may include the provision of such services remotely by CONTRACTOR).

TWELFTH: Following the completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work as described in Exhibit A (Scope of Work), and any Change Order, as applicable, for which payment is claimed, by the CONTRACTOR and prior to acceptance of Work by the COUNTY, the COUNTY shall have the right to use, in production mode, if applicable, any completed portion of the system software without any additional cost to the COUNTY where the COUNTY determines that it is desirable or necessary for COUNTY operations. Such production use, if applicable, shall not restrict the CONTRACTOR'S performance under this CONTRACT and shall not be deemed to be the CONTRACTOR'S achievement of Task completion.

THIRTEENTH: All notices or demands required or permitted to be given or made under this CONTRACT, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten days prior notice in accordance with the procedures set forth above, to the other party.

To COUNTY:

County of Los Angeles Department of Public Works
Water Resources Division
Attention Mr. Adam Lee
P.O. Box 1460
Alhambra, CA 91803
Telephone: (626) 458-6185
Fax: (626) 979-5309
E-mail: awlee@dpw.lacounty.gov

with a copy to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Contracting Section
P.O. Box 1460
Alhambra, CA 91803

//
//

To CONTRACTOR:

CONTRACTOR Address
with a copy to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Contracting Section
P.O. Box 1460
Alhambra, CA 91803

The Contract Manager shall have the authority to issue all notices or demands, which are required or permitted by COUNTY under this CONTRACT.

FOURTEENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

FIFTEENTH: 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 CONTRACT including, but not limited to, Exhibits A through X, inclusive, the COUNTY'S provisions shall control and be binding.

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

SEVENTEENTH: This CONTRACT is the product of an arm's length negotiation between the CONTRACTOR and the COUNTY. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this CONTRACT is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

EIGHTEENTH: 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. All Paragraphs of this CONTRACT and all the terms and conditions set forth in Exhibit B (Information Technology Service Contract General Requirements) shall survive its expiration or termination for any reason.

//

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:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK**SEAWATER BARRIERS MAINTENANCE SERVICES FOR
TELEMETRY SYSTEM AND APPURTENANCES****A. Public Works Contract Manager**

The County of Los Angeles Department of Public Works (Public Works) Contract Manager is Mr. Adam Lee of Water Resources Division, who may be contacted at (626) 458-6185, or at awlee@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

All County personnel assigned to this contract shall be under the exclusive supervision of the County. The Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County.

B. Background and Functionality

Public Works currently operates three seawater intrusion barriers, which inject freshwater into the aquifer system in order to create a protective pressure ridge and prevent seawater from contaminating a potable source of groundwater supply. The seawater barriers consist of the Alamitos Barrier Project (ABP), the Dominguez Gap Barrier Project (DGBP), and the West Coast Basin Barrier Project (WCBBP).

The injection and observation wells for the seawater barriers were constructed in phases between 1964 and 2002 and are located in underground vaults and removable above ground well houses in city streets, private properties, and along flood control channel levees.

1. Alamitos Barrier Project (ABP)

The ABP is located within the cities of Long Beach and Seal Beach and is jointly owned by the Los Angeles County Flood Control District (LACFCD) and the Orange County Water District (OCWD). The ABP includes 43 injection wells that operate continuously at flow rates ranging from 0.05 to 1.5 cubic feet per second (cfs). In addition, the ABP includes a network of 220 observation wells, which are used to monitor water surface elevations and depth specific chloride levels, and 4 extraction wells, which are currently inactive.

The ABP Telemetry System (See Exhibit F, ABP Telemetry System Location Map) consists of two separate projects: the ABP Pilot Telemetry Project (See Exhibit O, ABP Pilot Telemetry As-Builts) and the ABP Telemetry Project Phase 2 (See Exhibit P, ABP Telemetry Phase 2 As-Builts, and Exhibit Q, ABP Telemetry Phase 2 Wiring Diagrams). The ABP Pilot Telemetry Project has Measurement and Control Units (MCUs) located in the field that collect data from equipment in injection wells, observation wells, extraction wells, and pressure reducing valves. A central MCU located at Alamitos Yard (881 Iroquois Avenue, Long Beach, CA 90815) collects the data via radio transmission and relays the information to a workstation equipped with Geonet Suite software located at Public Works' Headquarters facility in Alhambra (Headquarters). The ABP Telemetry Project Phase 2 utilizes Programmable Logic Controllers (PLC) for data acquisition and monitoring capabilities. A central PLC located at Alamitos Yard collects injection well and observation well data from remote PLCs via radio transmission. The information is transmitted to workstations equipped with Siemens SIMATIC WinCC software at Alamitos Yard and Headquarters. Currently, the ABP Pilot Telemetry Project consists of 14 injection wells, 6 observation wells, 4 extraction wells, and 2 pressure reducing valves. The ABP Telemetry Project Phase 2 consists of 10 injection wells and 6 observation wells.

The ABP Telemetry System includes, but is not limited to, the following components:

- Alamitos Yard central PLC and workstation with Siemens SIMATIC WinCC software.
- Public Works' Headquarters workstation with Geonet Suite software and workstation with Siemens SIMATIC WinCC software.
- Five remote PLCs.
- Alamitos Yard central MCU.
- Five remote MCUs.
- Sensors for water level at observation wells and sensors for water level, casing pressure, and flow rate at injection and extraction wells.
- Nine antenna locations necessary for radio signal communication.
- Five solar panel locations necessary for remote power source.

2. Dominguez Gap Barrier Project (DGBP)

The DGBP is located within the cities of Los Angeles, Carson, and Long Beach. The DGBP includes 61 manually operated injection wells and 33 automated injection wells that operate continuously at flow rates ranging from 0.05 to 1.0 cfs. In addition, the DGBP includes a network of 257 observation wells.

The DGBP Extension Project (See Exhibit H, DGBP Extension Project) extended the original DGBP north along the Dominguez Channel from Sepulveda Boulevard and then east along Spring Street to the Long Beach Freeway. The DGBP Extension Project was completed in 2004 and included the addition of 33 automated injection wells and the associated telemetry control system (See Exhibits R and S, DGBP Extension Project As-Builts and DGBP Extension Project Wiring Diagrams, respectively). The DGBP Telemetry System and appurtenances are centrally controlled from Dominguez Yard (2159 East Sepulveda Boulevard, Carson, CA 90810) and includes a PLC and two workstations equipped with Siemens SIMATIC WinCC software. In addition, data acquisition and control capabilities are provided at Public Works' Headquarters via another workstation with Siemens SIMATIC WinCC software. This is the same workstation that can be used for the ABP and WCBBP Telemetry Systems. The central PLC at Dominguez Yard sends and receives data from the injection well equipment and relays information to the workstations. Operational sequences have been incorporated into the DGBP Telemetry System so that the DGBP Extension Project can inject water into the ground, perform injection well cleaning or redevelopment to restore injection specific capacity, and store/treat wastewater generated during the redevelopment process, all automatically. Each component associated with the DGBP Telemetry System can be operated either locally or remotely from the workstations at Dominguez Yard and Public Works' Headquarters.

The DGBP Telemetry System includes, but is not limited to, the following components:

- Dominguez Yard central PLC and two workstations with Siemens SIMATIC WinCC software.
- Public Works' Headquarters workstation with Siemens SIMATIC WinCC software.
- Thirty-three automated injection wells, each with a local PLC and operating control panel.
- Sensors for water level, pipeline pressure, casing pressure, and injection flow rate at each automated injection well.
- Pneumatic valves to control injection operations and redevelopment activities at each automated injection well.
- Transfer tank and storage tank facility with mixer, sump pumps, local PLC, and operating control panel located at Intermodal Way.
- Two pressure reducing valves with a local PLC located along Alameda Street.
- Pressure relief valve located along Dominguez Channel.
- Two flow meters to monitor flow rate in the main water supply line.
- Air compressor located at Dominguez Yard.

- Microfiltration treatment system, local PLC, and operating control panel located at Dominguez Yard.
- Detention tank with sump pump, local PLC, and operating control panel located at Dominguez Yard.

3. West Coast Basin Barrier Project (WCBBP)

The WCBBP is located within the cities of El Segundo, Manhattan Beach, Hermosa Beach, Redondo Beach, and Torrance. The WCBBP includes 153 injection wells that operate continuously at flow rates ranging from 0.05 to 1.5 cfs. In addition, the WCBBP includes a network of 300 observation wells.

The WCBBP Telemetry System (See Exhibit J, WCBBP Telemetry System Location Map) consists of 87 injection wells, 74 observation wells, and 2 pressure reducing valves. The WCBBP Telemetry Project Phase 2 utilizes PLCs for data acquisition and monitoring capabilities (See Exhibit T, WCBBP Telemetry Phase 2 As-Builts). A central PLC located at Redondo Beach Yard (615 Anita St, Redondo Beach, California 90278) collects injection well and observation well data from remote input/output (RIO) units. The information is transmitted to workstations equipped with Siemens SIMATIC WinCC software at Redondo Beach Yard, El Segundo Yard (2155 El Segundo Blvd, El Segundo, CA 90245), West Basin Municipal Water District (WBMWD) Water Treatment Plant (1935 South Hughes Way, El Segundo, CA 90245), and Public Works' Headquarters. The Public Works' Headquarters workstation is the same workstation that is used for the ABP and DGBP Telemetry Systems.

The WCBBP Telemetry System includes, but is not limited to, the following components:

- Redondo Beach Yard central PLC and workstation with Siemens SIMATIC WinCC software.
- El Segundo Yard PLC and workstation with Siemens SIMATIC WinCC software.
- WBMWD Water Treatment Plant PLC and workstation with Siemens SIMATIC WinCC software.
- Public Works' Headquarters workstation with Siemens SIMATIC WinCC software.
- Forty-six RIOs to collect injection well and observation well data.
- Sensors for water level at observation wells and sensors for water level, casing pressure, and flow rate at injection wells.

C. **Work Descriptions, Deliverables, and Acceptance**

The purpose of this Contract is to provide preventative maintenance for the Seawater Barriers Telemetry System and appurtenant equipment in order to maintain its maximum performance. Work to be accomplished consists of inspecting and maintaining the ABP, DGBP, and WCBBP Telemetry System facilities. In addition, the Contractor may be called upon to perform as-needed troubleshooting services, repairs, or modifications to the Seawater Barriers Telemetry System equipment and associated components. The Contractor shall be required to supply equipment/hardware components to fulfill the required tasks, included in this Contract (Tasks 1 through 7). Public Works reserves the right to directly purchase some or all of the equipment/hardware components for the Seawater Barriers Telemetry System facilities.

The services to be performed by the Contractor shall include, but are not limited to, the following tasks:

D. **Task No. 1 – Inspection Work**

1. Upon receiving a Notice to Proceed (NTP) for the contract year, the Contractor shall provide an inspection schedule presenting a timeline to visit and evaluate the Seawater Barriers Telemetry System facilities, components, and equipment. Per the Contract Manager's discretion, one or more of the barriers may be omitted from the inspection schedule. After receiving approval from the Contract Manager, the Contractor shall proceed with performing the inspection in accordance with Exhibit M, Inspection Guidelines.
2. Upon completion of inspection work of the Seawater Barriers Telemetry System facilities, a Draft Inspection Report shall be submitted to the Contract Manager for review no later than 30 days after receiving the NTP. The Draft Inspection Report shall summarize all of the inspection activities and identify any problems or issues encountered at any of the Seawater Barriers Telemetry System facilities. The Draft Inspection Report shall identify specific equipment or components, which are not operating properly, and also identify any needed maintenance. Additionally, the Draft Inspection Report shall include an operational appraisal, which summarizes the current condition of the Seawater Barriers Telemetry System and recommends improvements. The Draft Inspection Report shall also include recommendations for a spare parts inventory to allow for quick maintenance and repair of critical Seawater Barriers Telemetry System components. The Contractor shall provide recommendations to implement routine maintenance programs on any of the Seawater Barriers Telemetry System facilities, install specific equipment, or install components that may be necessary. An electronic copy of the Draft Inspection Report and three (3) hard copies shall be

submitted to Public Works for review and comment. Public Works shall provide any comments on the Draft Inspection Report within 14 days of receiving the hard copies of the document.

3. The Contractor shall address or incorporate all comments received from Public Works into the Final Inspection Report. The Final Inspection Report shall be submitted within 60 days of receiving the NTP for that contract year. The Contractor shall provide three (3) hard copies and one electronic copy (i.e., CD-ROM in Microsoft Word and Adobe pdf format) of the Final Inspection Report. The Final Inspection Report will be used to identify and quantify needed maintenance and repair work at the Seawater Barriers Telemetry System facilities. Public Works will rely heavily upon the Final Inspection Report to determine how best to allocate limited contract funds.
4. Deliverables for Task No. 1
 - a. Field Inspection of the ABP Telemetry System Facilities
 - b. Field Inspection of the DGBP Telemetry System Facilities
 - c. Field Inspection of the WCBBP Telemetry System Facilities
 - d. Draft Inspection Report
 - e. Final Inspection Report
5. Deliverables for Task No. 1 – Acceptance Criteria

The Final Inspection Report shall demonstrate that individual site inspections were carried out in accordance with Exhibit M. Payment for Task No. 1 items shall not be made until the Final Inspection Report has been reviewed, found acceptable, and approved by the Contract Manager.

E. Task No. 2 – As-Needed Rehabilitation Work

1. The Contract Manager may request the Contractor to perform as-needed rehabilitation and repair work to the Seawater Barriers Telemetry System equipment, associated appurtenances, and instrumentation as listed in, but not limited to, Exhibit L (Equipment List). Exhibit L lists a wide array of parts and equipment such as pressure and flow meters, pneumatic valves, PLCs, electrical components, sump pumps, etc. The costs to perform repair activities (excluding costs for replacement parts and equipment) are indicated in Form PW-2, Schedule of Prices, under Task 2, As-Needed Rehabilitation Work. Public Works shall reimburse the Contractor separately for replacement parts and equipment necessary to complete

the repair activities. Reimbursement may include a markup of no more than 5 percent of the total actual cost of the replacement part(s). At its sole and absolute discretion, County reserves the right to purchase parts and materials directly and upon County purchasing such parts and materials, the Contractor is to perform the repair activities.

2. The Contract Manager shall review the information presented in the Final Inspection Report in order to identify and prioritize any necessary repairs to the Seawater Barriers Telemetry System facilities. The Contract Manager may also identify necessary repairs to the Seawater Barriers Telemetry System facilities which were not included in the Final Inspection Report. The Contract Manager shall provide a written request to the Contractor for a repair plan, cost estimate, and completion schedule for specific repairs based on the hourly rates identified in the Form PW-2, Schedule of Prices. Any and all parts that must be replaced shall be done so in accordance with the equipment list included as Exhibit L, or Public Works approved equal. Upon receiving the written request, the Contractor shall respond to the Contract Manager within 24 hours via e-mail or phone acknowledging that the written request was received. Within 72 hours of receiving written request the Contractor shall provide a proposed repair plan, cost estimate of the labor, repair parts, and equipment, and a completion schedule, which the Contract Manager shall review and approve. After receiving written approval from the Contract Manager, the Contractor shall proceed with making the repairs identified by the Contract Manager in the written request. All work requiring a valid and active California Contractor's License shall be completed by qualified personnel and/or Subcontractors as indicated under Paragraph V, Contractor's Responsibilities, Subparagraph 8, Contractor's Staffing. After the Contractor has completed the work, the Contract Manager shall verify the repairs were completed properly by visiting each respective facility, utilizing the remote capabilities of the Seawater Barriers Telemetry System, or both. The Contractor shall also provide the County with receipts of purchased parts, including cost, source of purchase, and parts warranty. The cost for the parts and equipment will be reimbursed by the County only after the Contract Manager has reviewed and approved a properly submitted invoice.
3. Deliverables for Task No. 2
 - a. For each requested repair, the Contractor shall submit a repair plan, cost estimate of the labor, repair parts and equipment, and completion schedule.
 - b. Repairs, receipts, and parts warranty.

- c. Written Post-Repair summary including finalized labor costs and proof work was completed by properly licensed or certified personnel and/or Subcontractor(s).

4. Task No. 2 – Acceptance Criteria

Rehabilitation work shall be considered acceptable once the Contractor has completed the repairs and the Contract Manager has verified that the components and equipment are working properly and repair plan procedures have been followed. Payment for Task No. 2 shall not be made until the repairs have been confirmed by the Contract Manager and the required purchased parts information has been reviewed and approved.

F. Task No. 3 – Rehabilitation Report

1. A Draft Rehabilitation Report describing and summarizing all rehabilitation and repair activities performed under Task No. 2 shall be submitted to the Contract Manager for review no later than 45 days prior to the end of the service contract year. The Draft Rehabilitation Report shall identify all the equipment and components repaired or replaced at each of the Seawater Barriers Telemetry System facilities. Explanations and photographs of the completed repairs shall be included as part of the report. An electronic copy of the Draft Rehabilitation Report and three (3) hard copies shall be submitted to Public Works for review and comment. Public Works shall provide any comments on the Draft Rehabilitation Report within 14 days of receiving the hard copies of the document.
2. The Contractor shall address or incorporate all comments received from Public Works into the Final Rehabilitation Report. The Final Rehabilitation Report shall be submitted to the Contract Manager within 14 days of receiving comments. The Contractor shall provide three (3) hard copies and one electronic copy (i.e., CD-ROM in Microsoft Word and Adobe pdf format) of the Final Rehabilitation Report.
3. Deliverables for Task No. 3
 - a. Draft Rehabilitation Report
 - b. Final Rehabilitation Report
4. Task No. 3 – Acceptance Criteria

The Final Rehabilitation Report shall describe and summarize all the repair activities performed during the contract year. Payment for Deliverable No. 3 shall not be made until the Final Rehabilitation Report

has been reviewed, found acceptable, and approved by the Contract Manager.

G. Task No. 4 – As-Needed and Routine Maintenance Work

1. The Contractor shall perform routine maintenance of Seawater Barriers Telemetry System equipment that requires quarterly and/or annual maintenance inspections. Listed below are some of the Seawater Barriers Telemetry System equipment that requires routine maintenance.
 - a. DGBP Air Compressor and Air Dryer inspection - quarterly basis. The Contractor's employees, supervisors, and/or Subcontractors performing the inspection must have five years of experience providing maintenance for Ingersoll-Rand air compressors.
 - b. DGBP Water level pressure transducer desiccant replacement - annual basis.
2. The Contract Manager shall review the information presented in the Final Inspection Report to identify and prioritize any as-needed additional necessary maintenance activities at the Seawater Barriers Telemetry System facilities. The Contract Manager shall provide a written request to the Contractor for a maintenance plan, cost estimate, and schedule to carry out specific maintenance activities based on the unit rates identified in the Form PW-2, Schedule of Prices. The Contract Manager may also identify maintenance activities that were not included in the Final Inspection Report. Upon receiving the written request from the Contract manager, the Contractor shall respond within 24 hours via e-mail or phone acknowledging that the written request was received. Within 72 hours of receiving written request the Contractor shall provide a maintenance plan, a cost estimate based on the unit rate identified in the Form PW-2, Schedule of Prices (if applicable), and a schedule presenting a timeline for performing the maintenance. After receiving written approval from the Contract Manager, the Contractor shall proceed with the maintenance activities included in the written request. After the Contractor has completed the work, the Contract Manager shall verify the maintenance activities were completed properly by visiting each respective facility, utilizing the remote capabilities of the Seawater Barriers Telemetry System, or both. Public Works shall reimburse the Contractor separately for replacement parts and equipment necessary to complete the maintenance activities. Reimbursement may include a markup of no more than 5 percent of the total actual cost of the replacement part(s). At its sole and absolute discretion, County reserves the right to purchase parts and materials directly and upon County purchasing such parts and materials, the Contractor is to perform the maintenance activities.

3. Deliverables for Task No. 4

- a. Maintenance plan, cost estimate, and completion schedule for quarterly DGBP Air Compressor and Air Dryer inspection.
- b. Maintenance plan, cost estimate, and completion schedule for annual DGBP water level pressure transducer desiccant replacement.
- c. Maintenance plan, cost estimate, and completion schedule for any as-needed additional maintenance activities, if authorized.
- d. Written Post-Maintenance summary including finalized labor costs and proof work was completed by properly licensed or certified personnel and/or Subcontractor(s).

4. Task No. 4 – Acceptance Criteria

The Contractor shall perform Seawater Barriers Telemetry System as-needed and routine maintenance activities. Payment for Task No. 4 shall not be made until the as-needed and routine maintenance activities have been reviewed, confirmed, and approved by the Contract Manager.

H. Task No. 5 – Maintenance Report

1. A Draft Maintenance Report describing and summarizing all maintenance activities shall be submitted to the Contract Manager for review no later than 45 days prior to the end of the contract year. Explanations and photographs of maintenance activities shall be included as part of the report. An electronic copy of the Draft Maintenance Report and three (3) hard copies shall be submitted to Public Works for review and comment. Public Works shall provide any comments on the Draft Maintenance Report within 14 days of receiving the hard copies of the document.
2. The Contractor shall address or incorporate all comments received from Public Works into the Final Maintenance Report. The Final Maintenance Report shall be submitted to the Contract Manager within 14 days of receiving comments. The Contractor shall provide three (3) hard copies and one electronic copy (i.e., CD-ROM in Microsoft Word and Adobe pdf format) of the Final Maintenance Report.
3. Deliverables for Task No. 5
 - a. Draft Maintenance Report
 - b. Final Maintenance Report

4. Task No. 5 – Acceptance Criteria

The Final Maintenance Report shall describe and summarize all the maintenance activities performed during the contract year. Payment for Task No. 5 shall not be made until the Final Maintenance Report has been reviewed, found acceptable, and approved by the Contract Manager.

I. **Task No. 6 – As-Needed PLC, RIO, and Control Computer Programming**

1. The Contract Manager may request the Contractor to perform programming modifications and services to the Seawater Barriers Telemetry System PLCs, RIOs, and control computers. As-needed PLC, RIO, and control computer programming modifications and services may be accomplished at the field locations or at the Public Works' Headquarters control room in accordance with Exhibit N, Standard of Functionality. The PLCs, RIOs, and control computers covered under the programming services include, but are not limited to, the following items (see Exhibit G, ABP PLC-MCU Network, Exhibit I, DGBP PLC Network, and Exhibit K, WCBBP PLC Network):

- a. Alamitos Yard central PLC and workstation
- b. Dominguez Yard central PLC and two workstations
- c. Public Works' Headquarters workstation
- d. Injection well PLCs
- e. Injection well and Observation well RIOs
- f. Pressure reducing valve PLC
- g. Storage Tank Pump and Mixer System PLC
- h. Microfiltration System and Air Compressor PLC
- i. Detention Tank Pump System PLC
- j. Redondo Beach Yard central PLC and workstation
- k. El Segundo Yard PLC and workstation
- l. WBMWD Water Treatment Plant PLC and workstation

The Seawater Barriers Telemetry System uses the following types of PLCs and RIOs:

- m. Siemens S7-200
- n. Siemens S7-300
- o. Siemens S7-400
- p. Siemens ET-200S
- q. Allen Bradley SLC 500
- r. Mitsubishi FX2N-32MT-ESS/UL

The Seawater Barriers Telemetry System uses the following software:

- s. Siemens SIMATIC WinCC V6.0, V6.2, and V7.0
- t. Siemens SIMATIC STEP 7-Micro\Win 32 V3.2 to program S7-200 PLC
- u. Siemens SIMATIC STEP 7 V5.2 to program S7-300 & S7-400 PLCs
- v. Siemens SIMATIC ProTool V6.0 used to program injection well control panel touch screens
- w. MDS TransNET 900 to program ABP radios
- x. Geonet Suite for ABP Pilot Telemetry Project
- y. Win911 SCADA alarm management

Workstation specifications:

- z. Alamitos Yard CPU / West Basin Municipal Water District CPU (2) – Dell Precision 390 – Microsoft XP Professional Version operating system
 - aa. Dominguez Yard CPUs (2) – Dell Dimension 8300 – Intel Pentium 4 – 2.80GHz, 1GB of RAM. Microsoft Windows XP Professional Version 2002 operating system
 - bb. El Segundo Yard CPU / Redondo Yard CPU / Public Works Headquarters CPU (3) – HP Compaq 8000 - Intel Core 2 Quad Q9550, 2.83GHz, 4 GB RAM. Microsoft Windows 7 Professional Version 2009 operating system
2. The Contract Manager shall provide a written request for the Contractor to perform specific work associated with PLC and control computer programming modifications and services based on the hourly rates identified in the Form PW-2, Schedule of Prices. Upon receiving the written request, the Contractor shall respond to the Contract Manager within 24 hours via e-mail or phone acknowledging that the written request was received. Within 72 hours of receiving written request the Contractor shall provide a cost estimate based on the estimated number of hours and the unit rates identified in the Form PW-2, Schedule of Prices, and a schedule to perform the work. After receiving written approval from the Contract Manager on the proposed schedule, the Contractor shall proceed with the work identified in the written request. After the Contractor has completed the work, the Contract Manager shall verify the PLC and control computer programming modifications were completed by visiting the facility, utilizing the remote capabilities of the Seawater Barriers Telemetry System, or both.

3. Deliverables for Task No. 6

- a. Provide a cost estimate and schedule for performing the work identified in the written request provided by the Contract Manager.
- b. Upon approval of the schedule, perform the work authorized by the Contract Manager.
- c. Written Post-Repair summary including finalized labor costs and proof work was completed by properly licensed or certified personnel and/or Subcontractor(s).

4. Task No. 6 – Acceptance Criteria

The Contractor shall complete and document the PLC, RIO, and control computer programming modifications and services (See Exhibit N, Standard of Functionality). Payment for Task No. 6 shall not be made until the PLC, RIO, and control computer programming modifications have been reviewed, verified to be working properly, and approved by the Contract Manager.

J. **Task No. 7 – PLC, RIO, and Control Computer Programming Report**

1. A Draft PLC, RIO, and Control Computer Programming Report describing and summarizing all work performed shall be submitted to the Contract Manager for review no later than 45 days prior to the end of the contract year. PLC ladder logic and source code created for this project shall have complete documentation and be included as part of the report. An electronic copy of the source code, if any, shall be submitted to Public Works and become the property of Public Works. An electronic copy of the Draft PLC, RIO, and Control Computer Programming Report and three (3) hard copies shall be submitted to Public Works for review and comment. Public Works shall provide any comments on the Draft PLC, RIO, and Control Computer Programming Report within 14 days of receiving the hard copies of the document.
2. The Contractor shall address or incorporate all comments received from Public Works into the Final PLC, RIO, and Control Computer Programming Report. The Final PLC, RIO, and Control Computer Programming Report shall be submitted to the Contract Manager within 14 days of receiving comments.

The Contractor shall provide three (3) hard copies and one electronic copy (i.e., CD-ROM in Microsoft Word and Adobe pdf format) of the Final PLC, RIO, and Control Computer Programming Report.

3. Deliverables for Task No. 7
 - a. Draft PLC, RIO, and Control Computer Programming Report
 - b. Final PLC, RIO, and Control Computer Programming Report

4. Task No. 7 – Acceptance Criteria

The Final PLC, RIO, and Control Computer Programming Report shall describe and summarize all the repair activities performed during the contract year. Payment for Task No. 7 shall not be made until the Final PLC, RIO, and Control Computer Programming Report has been reviewed, found acceptable, and approved by the Contract Manager.

K. General Task Requirements

1. All documentation prepared by Contractor pursuant to this Scope of Work becomes the property of Public Works.
2. Public Works reserves the right to determine if any work is or will be needed and/or requested under this contract at Public Works' sole and absolute discretion. The Contractor waives all claims against Public Works for consequential damages resulting from Public Works' failure to use the Contractor's services including, but not limited to, lost profit.

L. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, third-party negligence or any unanticipated or unforeseen need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written

estimate to the Contract Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid for additional work/locations at the rates in Form PW-2, Schedule of Prices. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.
5. Work by Subcontractor

When all or any part of the additional work is performed by a Subcontractor, the markup established in this section shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the additional work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the additional work may be added by the Contractor. The actual Subcontractor cost plus these markups shall constitute the entire payment for the Contractor on work performed by the Subcontractor. No markup shall be applied for all other work performed by the Subcontractor under this Contract.

M. **Changes In Work**

The Contractor shall execute work to completion regardless of changes in required materials, equipment, personnel, other pertinent resources, and in field and working conditions throughout the duration of this contract. The Contractor shall implement sound construction and engineering judgment in meeting the project objectives. Public Works expects the judicious execution of the work to meet those objectives.

Where unforeseeable changes occur during the execution of work the Contractor shall, before proceeding with work, provide all relevant evidence that such changes are required to practically meet the objective of this Scope of Work for written approval by the Contract Manager. If and only when the Contract Manager approves the unforeseeable change in work, Public Works shall reimburse the Contractor in such amounts as it deems appropriate for the work that has been changed based on the rates quoted in Form PW-2, Schedule of

Prices. The Contractor shall provide the Contract Manager with receipts, bills, invoices, and the like for proper justification of said reimbursement.

N. **Product Delivery, Storage, and Handling**

The Contractor shall provide all required equipment, transportation, and lodging for all of the Contractor's personnel use in conducting the entire contract work. The Contractor shall provide transportation, protection, and storage for all of the equipment used in conducting the entire maintenance contract unless stored at a County location as listed below with approval by the Contract Manager.

Contractor shall protect equipment during transportation and installation, provide proper coverage to prevent damage due to weather conditions, store at a secure site to mitigate against theft or vandalism, and replace damaged materials.

All materials intended for use on this project are subject to inspection. Contractor shall make all materials available for inspection by authorized Public Works representatives.

The Contractor may store new and replacement parts, equipment, materials, and pertinent components for the system at the following locations with approval of the Contract Manager:

- 1) Alamos Yard
881 Iroquois Avenue
Long Beach, CA 90815
- 2) Dominguez Yard
2159 East Sepulveda Boulevard
Carson, CA 90810
- 3) Redondo Beach Yard
615 Anita Street
Redondo Beach, CA 90278

The Contractor shall coordinate any and all use of these facilities with the Contract Manager and the appropriate field superintendent. County is not responsible for damage or loss to Contractor's equipment that is stored or left at any County facilities.

If additional storage is required for the project, the Contractor shall ensure that such facilities are secured prior to commencement of work.

O. **Duration, Days, and Hours of Service**

This is an annual maintenance contract. Hours of services shall be primarily performed within the 7 a.m. to 5 p.m. time period, Monday through Friday, each

week, except County Observed holidays, at which time the service shall be done before or after such holiday. Work periods and hours may be altered, when necessary, with the approval of Public Works.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

P. **Execution of Work**

To minimize public inconvenience, possible hazards, and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently execute the work to completion. If the Contract Manager determines that the Contractor is failing to execute the work to the proper extent, the Contractor shall, upon orders from the Contract Manager, immediately take steps to remedy the situation.

Q. **Utilities**

The County will provide basic utilities where possible, through connecting to existing electrical outlets, telephone lines, and/or water lines where available. The Contractor shall assure that any connections are done in a safe manner and that none of the equipment interferes with the operational ability of other existing equipment.

R. **Access to Public Works' Facilities**

Public Works shall provide access to existing facilities under its jurisdiction during normal working hours for Seawater Barriers Telemetry System reconnaissance, inspection, maintenance, and repair purposes. Keys used by Public Works personnel to access facilities shall not be issued to the Contractor. Special coordination shall be required for after-hour availability of Public Works staff. The Contractor shall not physically alter any County facilities without prior written approval of the Contract Manager.

S. **Removal of Equipment and Instrumentation and Hazardous Material**

All removed equipment and instrumentation derived from these services shall remain Public Works property and be returned to Public Works.

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 shall immediately notify the Contract Manager. The Contractor shall not attempt to remove any hazardous waste or 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 shall exercise extreme caution in the event unknown waste is encountered.

T. **Safety Requirements**

The Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working at the Seawater Barriers Telemetry System sites in accordance with the requirements of the State of California Occupational Safety and Health Administration (Cal/OSHA) regulations.

For safety purposes, 24-hour notification shall be given to Public Works prior to entering any Public Works facility. Flammable articles and liquids shall be kept out of the control room. Manhole covers and floor hatches shall be kept covered at all times unless maintenance is being performed. Confined space entry practices shall be followed where appropriate. Proper safety practices shall be followed around high voltage equipment.

Where ponded water is present, proper precautions shall be taken to assure that no person, equipment, or construction site are impacted by Seawater Barriers Telemetry System maintenance or repair activities.

When work is being performed, proper precautions shall be taken to assure the safety of the public:

1. The Contractor shall only access facilities from gated entry points. Gates shall be locked whenever maintenance work is not being performed.
2. Vehicles used for maintenance purposes shall be equipped with flashing lights for public alerting purposes. Proper safe driving techniques shall be followed.
3. During major repairs, warning and precaution signs shall be posted. Any trails or paths shall be kept open at all times.

U. **Maps and Plans**

1. Exhibit F – ABP Telemetry System Location Map
2. Exhibit G – ABP PLC-MCU Network
3. Exhibit H – DGBP Extension Project

4. Exhibit I – DGBP PLC Network
5. Exhibit J – WCBBP Telemetry System Location Map
6. Exhibit K – WCBBP PLC Network
7. Exhibit O – ABP Pilot Telemetry As-Builts
8. Exhibit P – ABP Telemetry Phase 2 As-Builts
9. Exhibit Q – ABP Telemetry Phase 2 Wiring Diagrams
10. Exhibit R – DGBP Extension Project As-Builts
11. Exhibit S – DGBP Extension Project Wiring Diagrams
12. Exhibit T – WCBBP Telemetry System As-Builts
13. Exhibit U – Confined Space Manual

V. **Contractor's Responsibilities**

1. Contractor shall provide new components that shall be in working order at time of installation and testing.
2. Contractor shall warranty all parts, materials, and workmanship for a period of one year. The Contractor shall, at its expense, rectify any defects and/or failures and provide, at no expense to Public Works, all labor, material, and equipment required to repair, replace, and make adjustments for all necessary work required to the satisfaction of Public Works.
3. Contractor shall perform testing to ensure that the ABP, DGBP, and WCBBP Telemetry Systems function as per this Scope of Work.
4. Contractor shall provide software and hardware that is compatible with Public Works existing Siemens SIMATIC WinCC software application.
5. Contractor shall install and configure all deployed hardware and software in a manner consistent with good security practices to mitigate unauthorized access to any installed component or system. This includes but may not be limited to ethernet wireless radios, ethernet switches, PLC devices, Win911 SCADA alarm management software, etc.
6. The Contractor and/or the Subcontractor shall maintain and possess a valid and active General Engineering Contractor's License (Class A) issued by the State of California Contractor's State License Board throughout the duration of this Contract. The Contractor and/or the

Subcontractor shall maintain and possess a valid and active C-10 Electrical Contractor's License issued by the State of California Contractor's State License Board throughout the duration of this Contract.

7. Confined Space Entry Program

The Contractor shall be responsible for implementing, administering, and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157, and 5158, Title 8, of the California Code of Regulations (CCR).

Public Works protects its employees working in storm drain facilities, subdrain vaults, or any confined space area by following the procedures in the Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual (Exhibit T). The Contractor shall follow Flood Maintenance Division's Confined Space Manual.

Entry into permit-required confined spaces as defined in CCR, Title 8, Section 5157, may be required as a part of the work. All injection well vaults, manholes, tanks, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise.

The Contractor shall implement a permit space program prior to performing any manned entry work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and the Contract Manager at the worksite.

Prior to performing any work in a confined space, the Contractor shall prepare and submit its comprehensive CSEP to the Contract Manager. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces including, but not limited to, the following:

- a. Training of personnel.
- b. Purging and cleaning the space of materials and residue.
- c. Potential isolation and control of energy and material inflow.
- d. Controlled access to the space.
- e. Atmospheric testing of the space.
- f. Ventilation of the space.

- g. Special hazards consideration.
- h. Personal protective equipment.
- i. Rescue plan provision.

The Contractor shall provide to the Contract Manager the names of its personnel, including Subcontractor personnel assigned to the project that will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

8. Injury Illness Prevention

Before beginning work, the Contractor shall provide Public Works with a copy of the Contractor's Injury Illness Prevention Program, proof of training for Confined Space Entry and Fall Protection and Rescue Plan. The receipt of these documents by Public Works does not constitute an approval of the Contractor's program. The Contractor shall obtain approval of their Injury Illness Prevention Program from Public Works' Contract Manager prior to beginning work on this Contract.

9. Contractor's Staffing

- a. The Contractor shall designate a Project Manager for this service who must have a minimum of five years of experience installing and maintaining telemetry control systems or similar injection/pump well telemetry systems throughout the duration of this Contract. The Contractor shall notify the County by telephone and in writing at least one day in advance of any change in the Project Manager to allow time for the County to approve or deny such change.
- b. The Contractor shall identify the employees or Subcontractors or Consultants performing the requested services. Any supervisors, employees, or Subcontractors that work on the PLC and/or workstations and perform any proposed electrical maintenance or repair work shall maintain and possess a valid and active C-10 Electrical Contractor's License issued by the State of California Contractors State License Board. In addition, the proposed personnel or Subcontractor must have a minimum of five years of experience working and programming Siemens® S7-200, S7-300, and S7-400 PLCs for telemetry control system throughout the duration of this Contract.
- c. Only staff approved in writing by the Contract Manager shall carry out maintenance or repair of the Seawater Barriers Telemetry System. At the request of the Contract Manager, alternative

qualified personnel or Subcontractor shall be obtained to complete any portion of the Seawater Barriers Telemetry System maintenance and repair. Notwithstanding the foregoing, the Contract Manager may require removal of any Contractor's supervisor, employee, Subcontractor, Consultant, or Project Manager.

10. Cooperation and Collateral Work

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. Public Works, its workers and Contractors and others, shall have the right to operate within or adjacent to the jobsite during the performance of such work.

Public Works, the Contractor, and each of such workers, contractors and others shall coordinate their operations and cooperate to minimize interference.

The Contractor shall be responsible for all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from Public Works for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the work.

11. Project Site Maintenance

Throughout all phases of installation, including suspension of work, and until final acceptance, the Contractor shall keep the jobsite clean and free from rubbish and debris.

Materials and equipment shall be removed from the jobsite as soon as they are no longer necessary. Before the final inspection, the jobsite shall be cleared of equipment, unused material, and rubbish so as to present a satisfactory clean and neat appearance. Contractor shall be responsible for all cleanup costs.

12. Public Convenience and Safety

The Contractor shall comply with all applicable State, County, and city requirements for the closure of streets. The Contractor shall provide flag persons and watch persons as required to control traffic and advise the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during the course of work.

The Contractor shall provide any necessary traffic control plans, in accordance with the Manual of Uniform Traffic Control Devices. In addition, the Contractor shall operate all traffic control devices as specified in the Caltrans "Manual of Traffic Controls – For Construction and Maintenance Work Zones."

13. The Contractor shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance Requirements during the entire term of this Contract and notify the Contract Manager if there is a lapse in insurance coverage at any time during the term of this Contract.

W. **Responsibilities of Public Works**

1. Public Works will coordinate with the Contractor and provide program support in the following manner:
 - a. Provide facility as-built drawings, maintenance manuals, and documentation directly pertinent to facility maintenance and repair where readily available.
 - b. Provide operational coordination necessary to prepare the facility for maintenance and repair.

X. **Project Safety Official**

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

Y. **Liquidated Damages**

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

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract.
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work shall 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 shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
4. In addition to the above, Public Works may use Exhibit V, Performance Requirements Summary to evaluate Contractor's performance and impose deductions as stated therein.

**INFORMATION TECHNOLOGY SERVICE
CONTRACT GENERAL REQUIREMENTS**

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

Change Order. Has the meaning set forth in Section 2, Item A.4, of this Exhibit B.

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

Day. Calendar day(s) unless otherwise specified.

Deliverable. An item identified as a numbered Deliverable in Exhibit A (Scope of Work, Section C).

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

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

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

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. County of Los Angeles Department of 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.

Standards of Functionality. Telemetry Standards of Functionality provided as criteria to verify that the Contract components upgraded or replaced successfully operate within the existing Alamitos Barrier Project and Dominguez Gap Barrier Project.

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.

Tasks. Means one or more major areas or Work to be performed under this Contract and identified as a numbered Task in Exhibit A (Scope of Work).

Term. Has the meaning set forth in the THIRD paragraph of the Agreement.

Work. Any and all Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, and optional Tasks performed or delivered, by or on behalf of Contractor in order to provide maintenance services of the Alamitos Barrier Project and Dominguez Gap Barrier Project, including the Work required pursuant to this Contract, Scope of Work, and all the Exhibits, Change Orders and amendments hereto.

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/Change Orders

1. For any change, which affects the scope of work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a Change Order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.
5. Any Change Order proposed or executed by the parties shall include, unless waived in writing by County Contract Manager:
 - a. A quotation of a "not-to-exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures (including labor expenses calculated using the Hourly Labor Rates for personnel time).

- b. An accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order.
- c. Contractor staff level recommended for completion of the applicable Work.
- d. An estimated personnel hours for completion of the requested Work.
- e. To the extent Custom Programming Modifications are requested, functional System Software Specifications;. Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable.
- f. If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (*i.e.*, other than the Work requested under the Change Order).
- g. A description of and Contractor's cost of any applicable hardware, third-party software, or other materials required to complete the requested Work.

B. Assignment and Delegation

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

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

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities") harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.
3. Contractor shall have up to 15 calendar days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County, including written copies of such applicable rules, regulations, ordinances, guidelines, and directives.

G. Compliance with Civil Rights Laws

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

2013-IT015

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. General. Contractor shall maintain the confidentiality of all County Materials, records and/or information to which Contractor has obtained from the County and/or otherwise has access under this Agreement, events and/or circumstances, which occur during the course of Contractor's performance under the Agreement (collectively, "Confidential Information"), in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall use whatever security measures are necessary to protect all Confidential Information from loss or damage by any cause, including fire and theft. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of the Agreement. During the term of this Agreement and for five years thereafter, Contractor shall also maintain and provide security for all Contractor's working papers prepared under this Agreement.
2. Agent Agreements. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit W to the Agreement) for each of its employees, Subcontractors or other agents performing Work under the Agreement, prior to the date on which such employees, Subcontractors or other agents commence performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.
3. Disclosure of Information. With respect to any Confidential Information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization

that the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

Without limiting the generality of the foregoing, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Contract Manager. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

4. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and Subcontractors from publishing their respective roles under the Agreement within the following conditions:
 - a. Contractor shall develop all publicity material in a professional manner.
 - b. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Contract Manager, which shall not be unreasonably withheld or delayed.
 - c. Contractor may, without the prior written consent of County, indicate in its Proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this paragraph (Use of County Name) (other than paragraph 4.b (Use of County Name)) shall apply.
 - d. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.
5. Injunctive Relief. Contractor acknowledges that a breach by Contractor of paragraph H (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under the Agreement and at law and in

equity, County shall have the right to injunctive relief to enforce the provisions of paragraph H.

6. Information Technology Security Requirements. Contractor must comply with all County and Public Works information security policies and standards where applicable. Where Contractor is providing managed, offsite infrastructure or processing services, Contractor's data center and network operations must be compliant with generally accepted best security practices and regulatory requirements where applicable (e.g., PCI, HIPAA, etc.). If requested by Public Works, Contractor shall provide evidence of certifications such as SAS70, SAE16, ISO 27000, PCI compliance, etc., or submit to an assessment of Contractor's information security policies and controls by the Public Works Department Information Security Officer (DISO). Any questions or need for clarification regarding Public Works security policies and/or regulations should be addressed to the DISO. The Contract Manager and Contractor must obtain sign-off on the *IT Security Requirements* (Exhibit X) from the DISO.

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, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors, which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor, which receives or raises charitable contributions without complying with its

obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202)

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. The Contractor shall notify the County immediately if any action is needed.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of

Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities") from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

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

AA. Dispute Resolution Procedures

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

1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this paragraph (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.
2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work that County, in its discretion, determines should be delayed as a result of such dispute.
3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
4. If County fails to continue without delay to perform its responsibilities under the Agreement, which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Contract/Project Managers for the purpose of endeavoring to resolve such dispute.

6. If the Contract/Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five working days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
7. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five working days from the date of submission of the dispute, then the matter shall be immediately submitted to the County Assistant Deputy Director of the Water Resources Division and Contractor's Vice President. These persons shall have five working days to attempt to resolve the dispute.
8. If the County Assistant Deputy Director of the Water Resources Division and the Contractor's Vice President are unable to resolve the dispute within a reasonable time not to exceed five working days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the Director, or her designee. These persons shall have five working days to attempt to resolve the dispute.
9. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
10. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all four levels described in this paragraph Y (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
11. Notwithstanding any other provision of the Agreement, County's right to seek injunctive relief under Section 2.H.5 (Injunctive Relief) of this Exhibit, or the County's right to terminate this Agreement pursuant to Section 3.B (Termination for Convenience), Section 3.C (Termination/Suspension for Default), Section 3.D (Termination/Suspension for Improper Consideration), or Section 3.E (Termination/Suspension for Insolvency) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements,

press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of

this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under

this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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 any portion of its performance, obligations or responsibilities under the Agreement, Contractor shall provide the following information promptly at County's request to the Public Works Contract Manager.
 - a. A description of the work to be performed by the Subcontractor and the reason for the proposed subcontract.
 - b. A draft copy of the proposed subcontract, which is subject to County approval.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents,

2013-IT015

and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any Work hereunder.
8. Employee Leasing is prohibited.
9. County will review Contractor's request to subcontract and determine, in its discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this paragraph 1.2, on or immediately after the effective date of such subcontract but in no event later than the date any Work is performed under such subcontract.
10. In the event that County consents to any subcontracting, Contractor shall cause the Subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by Subcontractor hereunder.

JJ. Validity

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

If any provision of the Contract is adjudged void or invalid for any reason whatsoever but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Rights and Remedies

The rights and remedies of County provided in any given paragraph, as well as throughout the Agreement, including throughout this Exhibit, are nonexclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

2013-IT015

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

5. Upon request of Director, Contractor shall surrender and deliver to Director within seven calendar days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to Alamitos Barrier Project and Dominguez Gap Barrier Project as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County or for which an agreement for partial payment has been negotiated.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, Deliverable, service, or other Work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or Contractual capacity, acts of the

Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.
7. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to Section 3.C (Termination/Suspension for Default), County may, in lieu of such termination/suspension, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits, and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this paragraph (Completion of Work), any work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of the BRDS Telemetry Component under the THIRTEENTH paragraph (Warranty Services) of the body of the Agreement, and Warranty Services shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County

shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

- d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement including the right to continued use of the Alamitos Barrier Project and Dominguez Gap Barrier Project and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and Subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates, which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

Contractor shall provide the County high and consistent quality Work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All Work shall be executed by experienced and well-trained workers. All Work shall be under supervision of a well-qualified

supervisor. Contractor also agrees that Work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors, which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the Work being performed by Contractor under this Contract.

D. General Insurance Requirements

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

required Contractor and/or Subcontractor insurance policies at any time.

- b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the Contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Mr. Benjamin Sandoval, Contract Analyst
- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors, which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf

of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the

Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers ("County Indemnitees"), and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies, which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention

groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of

2013-IT015

cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) 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 County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

2013-IT015

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 12

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

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

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

B. Transfer to County

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

C. Indemnity

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

the County Materials that are not the original Work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

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

D. Copyright Notices

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

E. Acknowledgement/Attribution

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

SECTION 13
PREVAILING WAGES

A. Prevailing Wages

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

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

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

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages

paid to each journeyman, apprentice, worker, or other employee the Contractor employs in connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

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

P:\aspub\CONTRACT\BEN\SEAWATER BARRIERS\2013\RFP\RFP Documents\08 Exhibit B_ IT Gen Terms Conds.doc



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

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

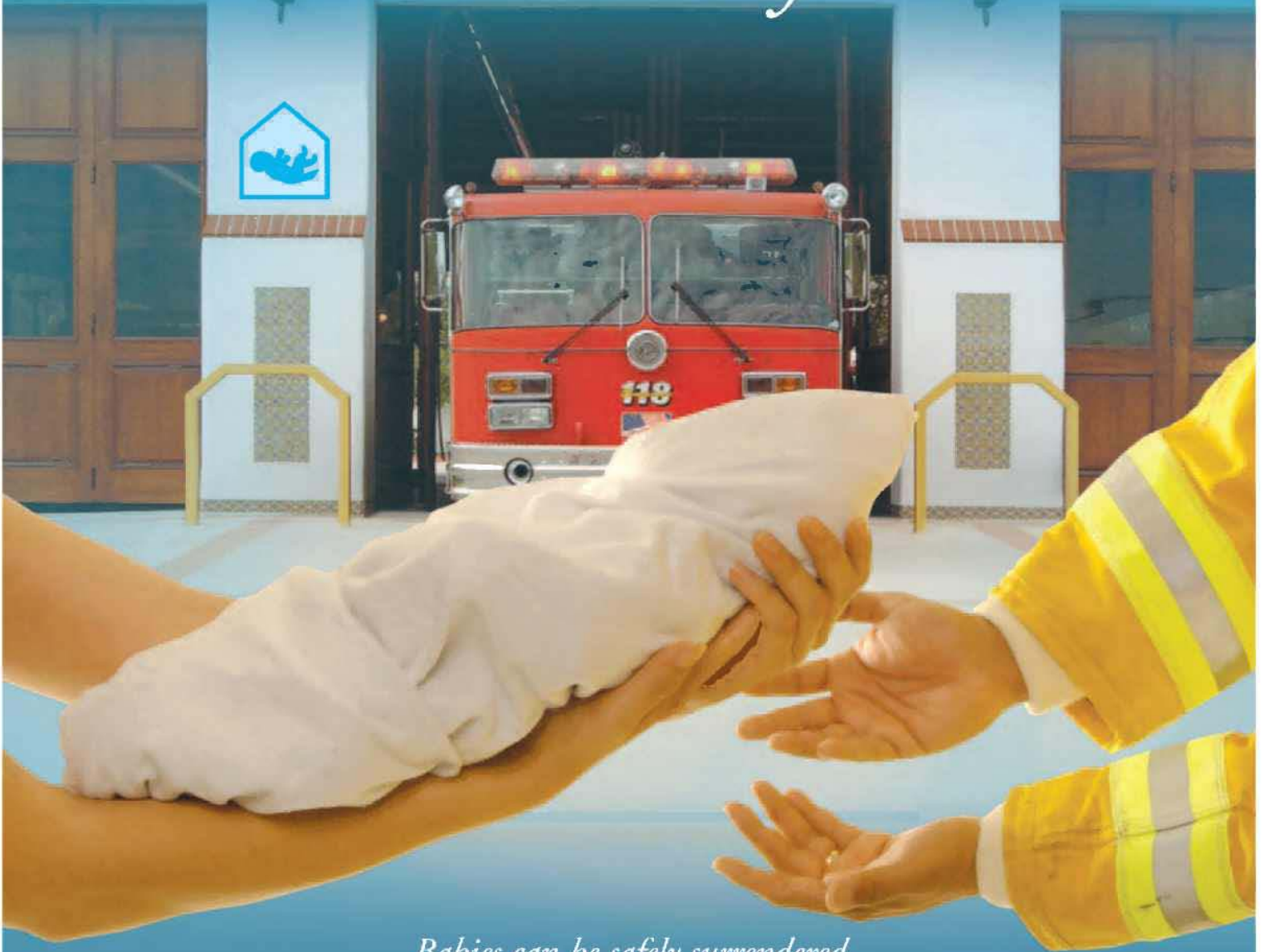
How Will My Employees Know If They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 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



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

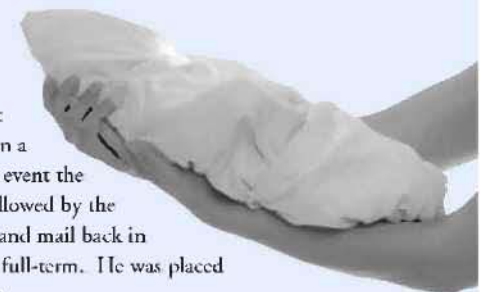
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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.

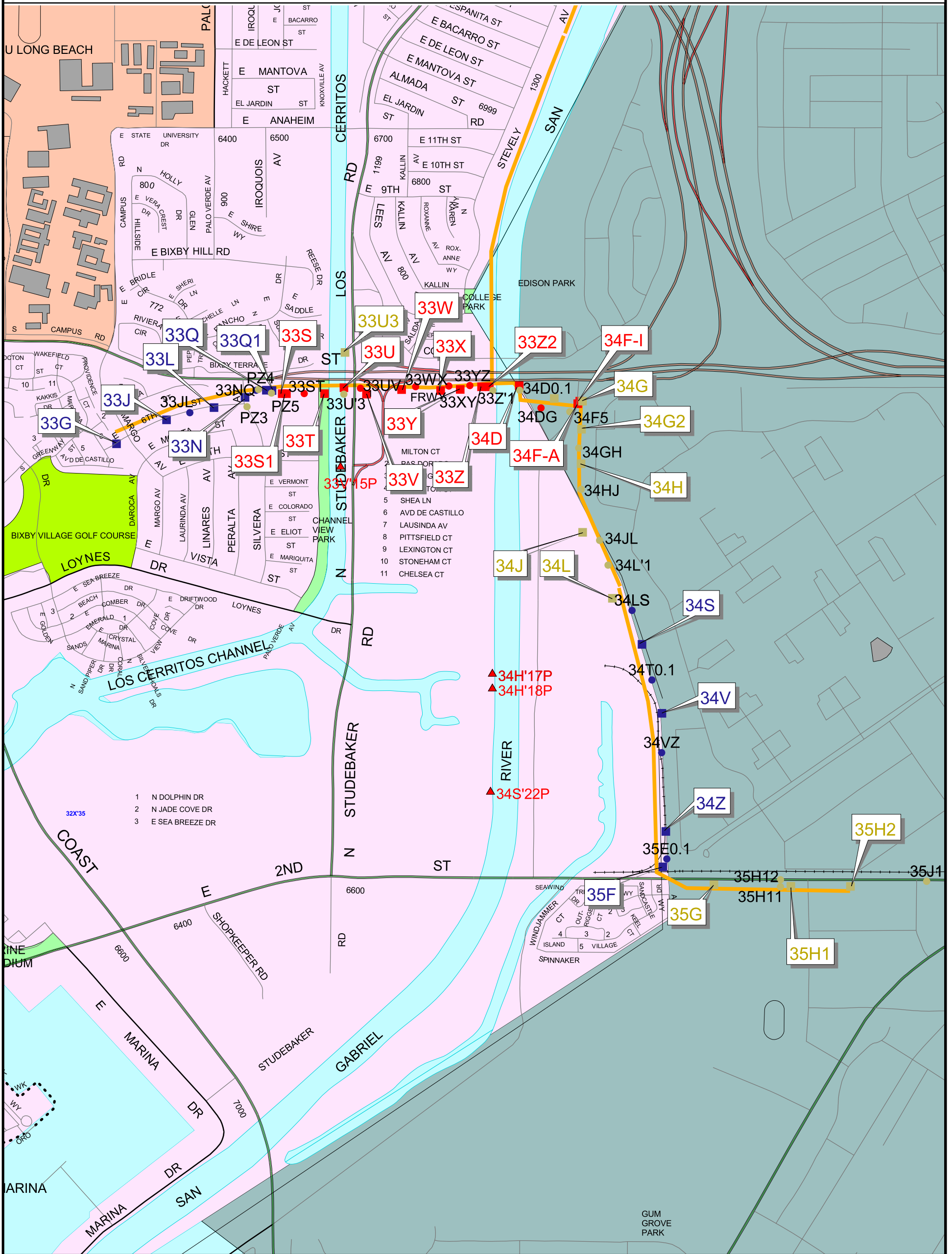
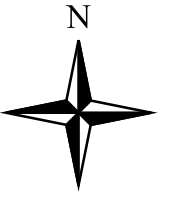
- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County 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.

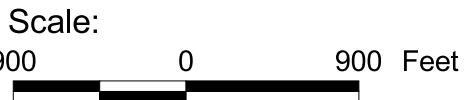
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



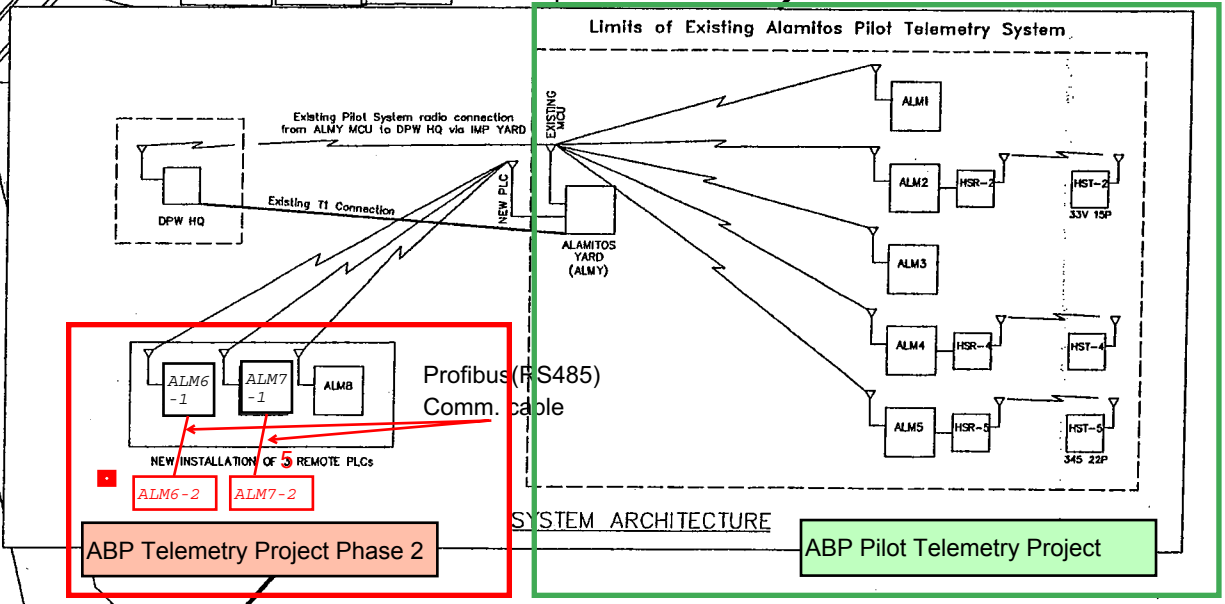
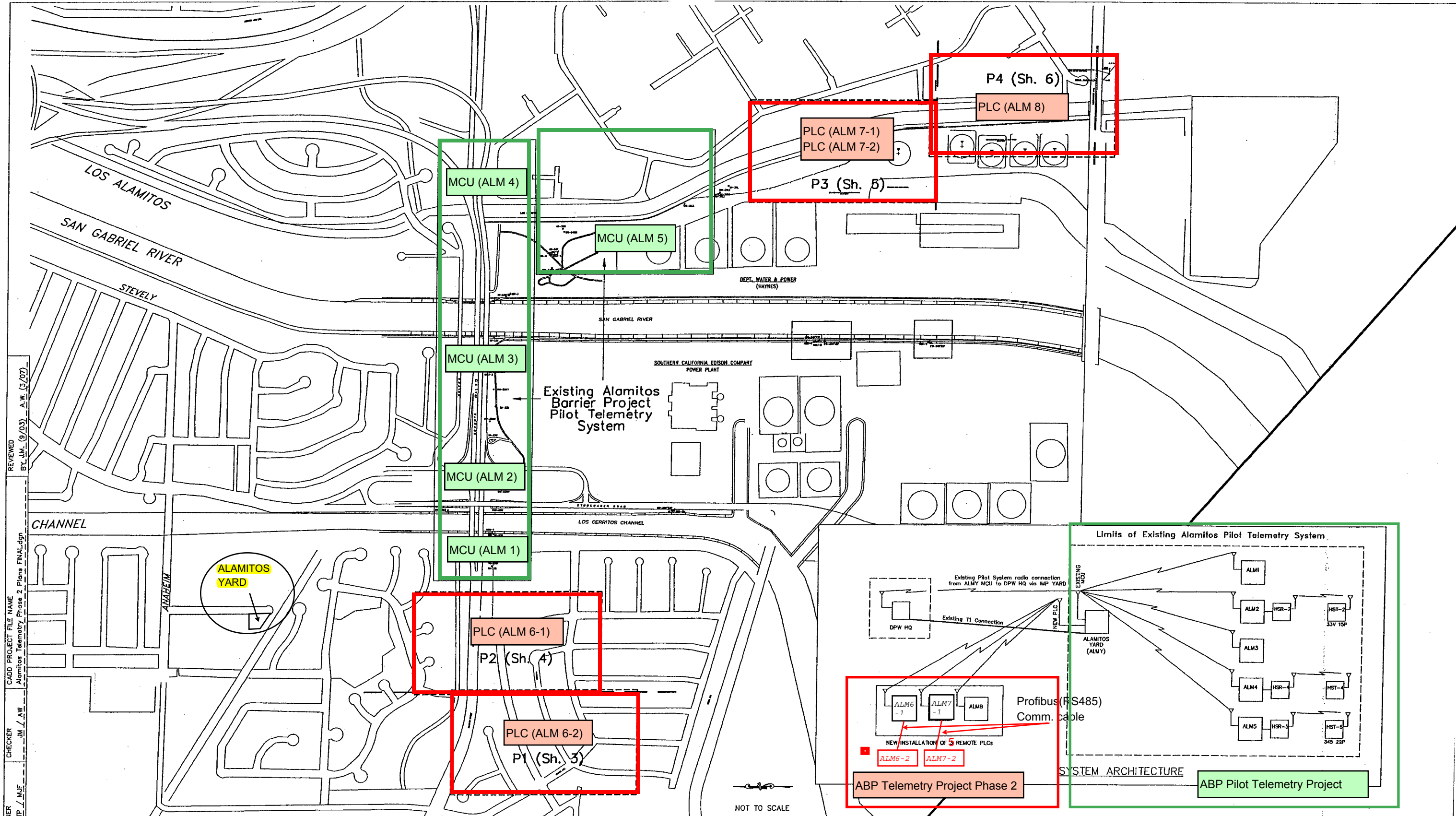
ALAMITOS BARRIER PROJECT Telemetry System Location Map



Data contained in this map is produced in whole or part from the Thomas Bros. Maps® digital database. This map is copyrighted, and reproduced with permission granted, by Thomas Bros. Maps®. All rights reserved.

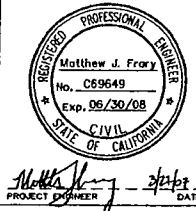


LEGEND	
▲	Extraction Well (2002 Pilot)
●	Observation Well (2002 Pilot)
■	Injection Well (2002 Pilot)
●	Observation Well (No Telemetry)
—	ABP Water Supply Line
●	Observation Well (2008 Phase 2)
■	Injection Well (2008 Phase 2)
■	Injection Well (No Telemetry)



DRAFTER ACY / M.J.F.
 DESIGNER TP / M.J.F.
 CHECKER JM / A.W.
 CADD PROJECT FILE NAME Alamos Telemetry Phase 2 Plans FINAL.dgn
 REVIEWED BY JM (9/03) A.W. (3/07)

DATE	BY	DESCRIPTION
5/08		AS BUILT
3/07	M.J.F.	LACDPW FINAL DESIGN PLANS
5/03	JDC	URS FINAL DESIGN PLANS
12/02	TP	URS DRAFT DESIGN PLANS
DATE	BY	DESCRIPTION
		REVISIONS



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**ALAMITOS BARRIER PROJECT
TELEMETRY SYSTEM PHASE 2**

SITE PLAN

FCC0000966 JOB X5009507 DWG. 346-D33.2 SHEET 2 OF 11

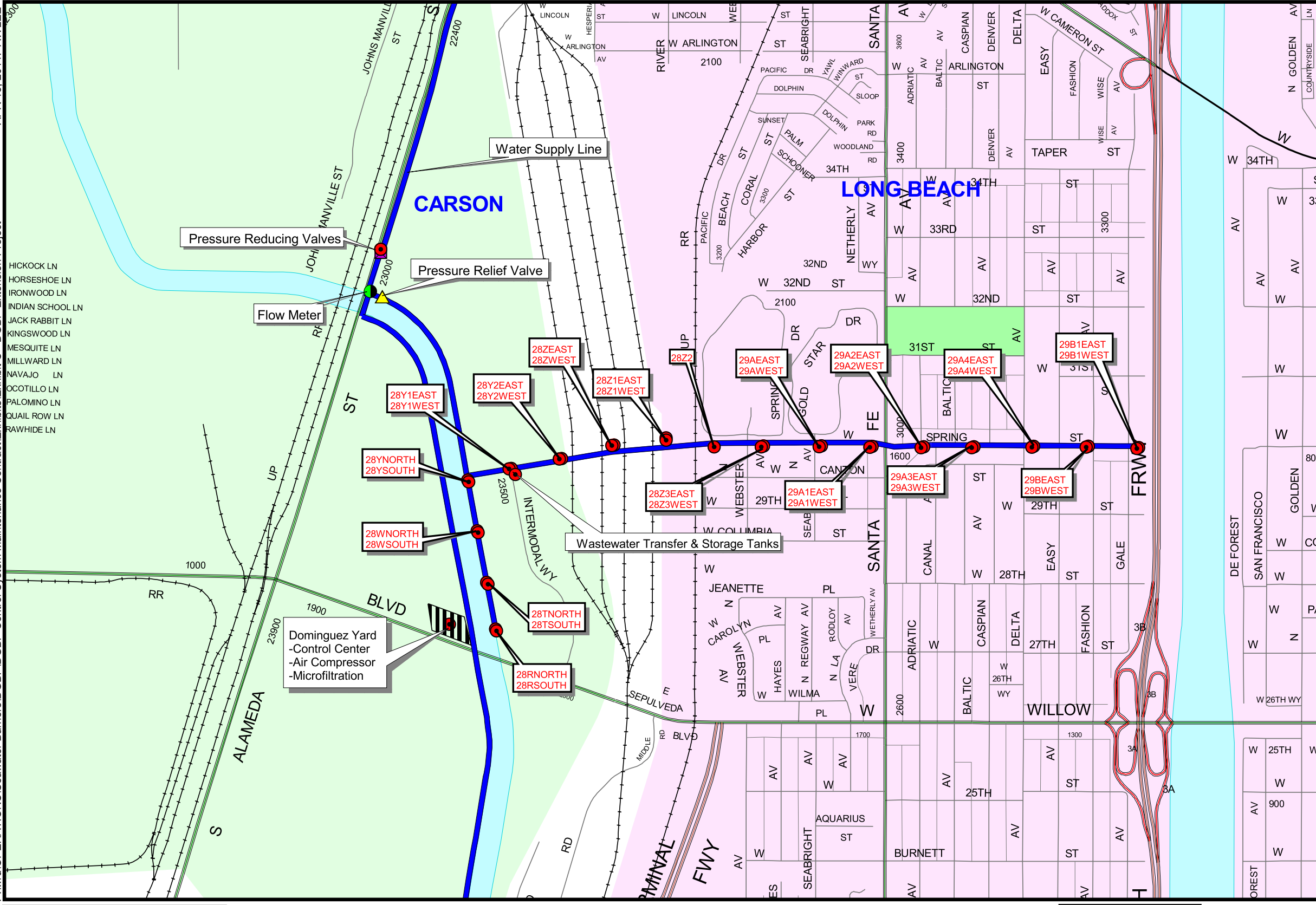
Alamos Barrier Project
Programmable Logic Controller - Measurement and Control Unit
Network Map



Dominguez Gap Barrier Project Extension Project



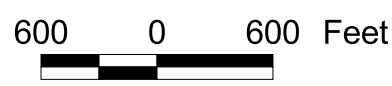
P:\wrd\OPERATIONS\Seawater Barriers\DGBPIDGBP Control System Maintenance Contract\Exhibits\Exhibit C - DGBP Extension Project
APR 13, 2011. AWLEE

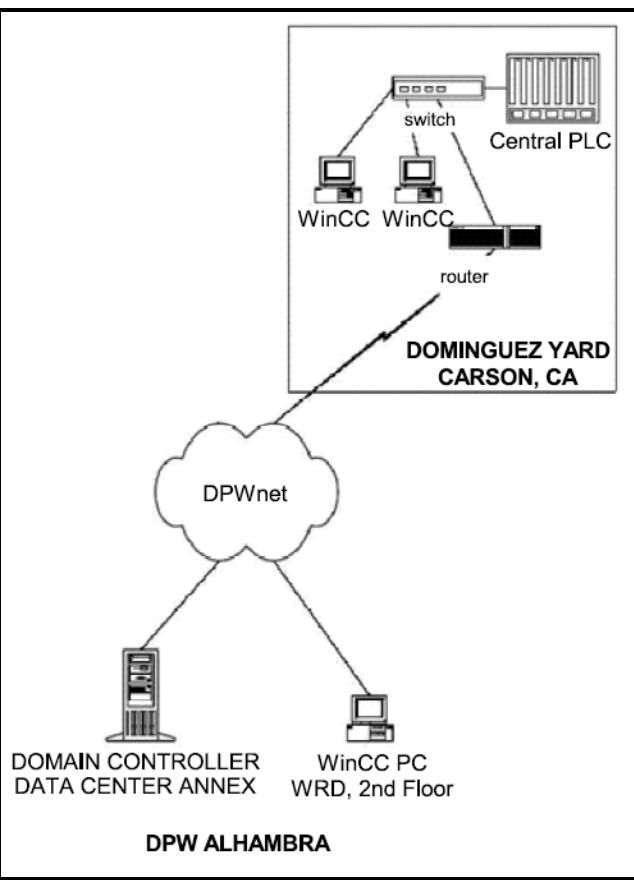
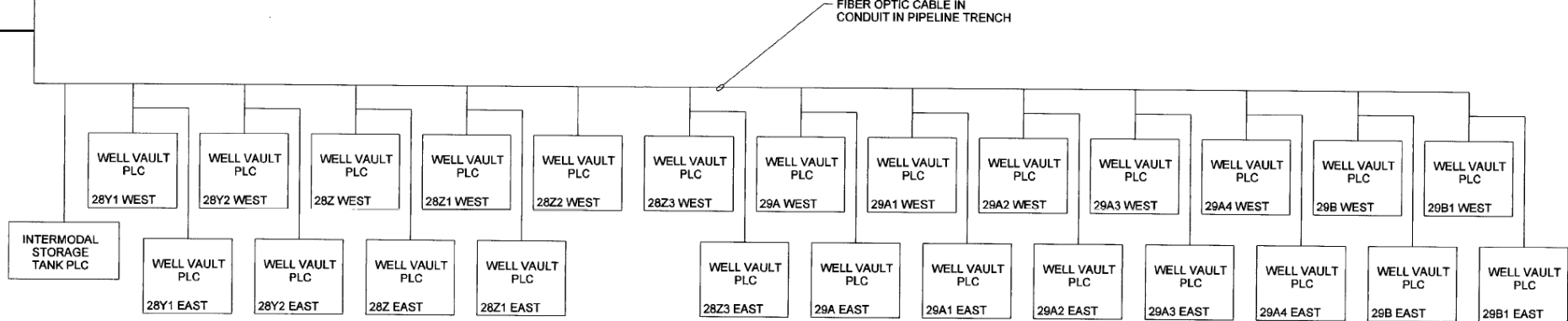
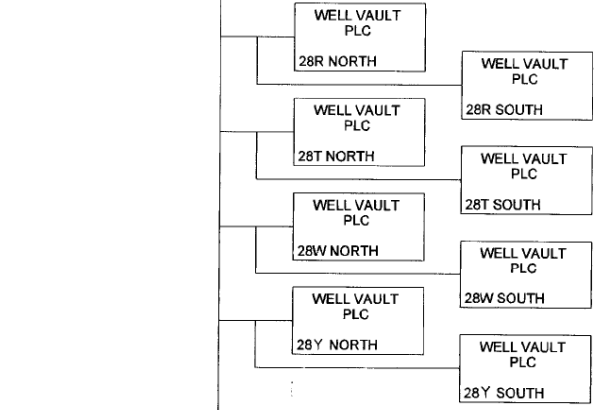
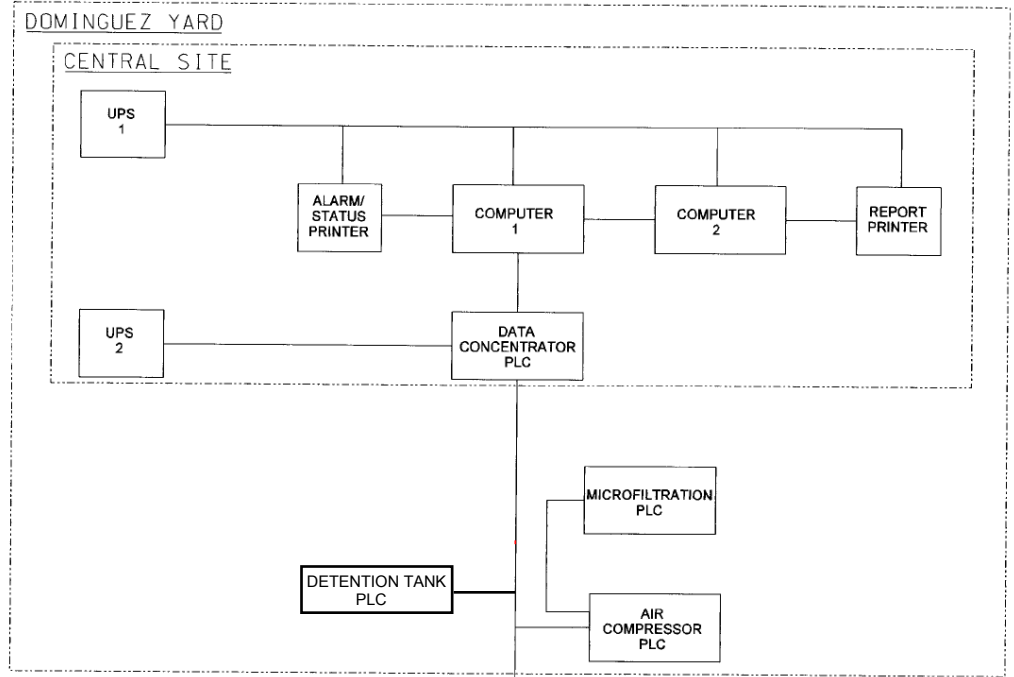


Data contained in this map is produced in whole or part from the Thomas Bros. Maps® digital database. This map is copyrighted, and reproduced with permission granted, by Thomas Bros. Maps®. All rights reserved.

LEGEND

- Injection Wells
- Flowmeter
- Pressure Reducing Valve
- ▲ Pressure Relief Valve

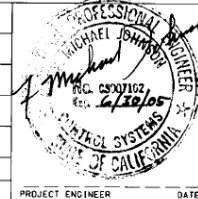




DATE _____
 REVIEWED BY _____
 CADD PROJECT FILE NAME _____
 CHECKER _____
 DESIGNER _____
 DRAFTER _____



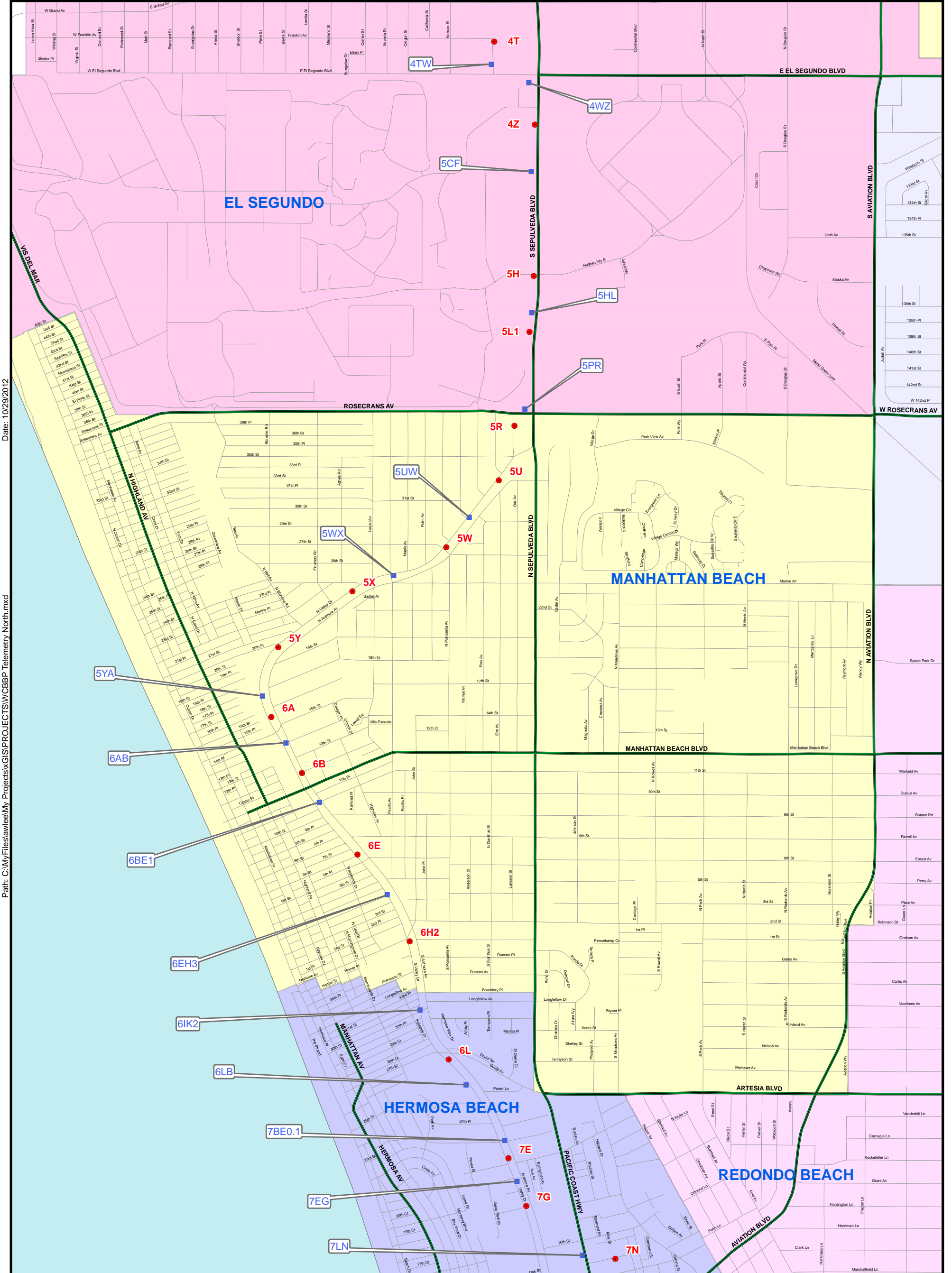
DATE	MK	DESCRIPTION



REVISION 1
 COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
DOMINGUEZ GAP BARRIER PROJECT
 UNIT 7B, PHASE 4A, PART 2B
PROGRAMMABLE LOGIC CONTROLLER NETWORK
 PROJECT ENGINEER DATE
 JOB X5009291 DWG 375-D54.62 SHEET 62 OF 62



West Coast Basin Barrier Project Telemetry System Location Map (North)



Date: 10/29/2012

Path: C:\MyFiles\lawlee\My Projects\GIS\PROJECTS\WCBBP Telemetry North.mxd



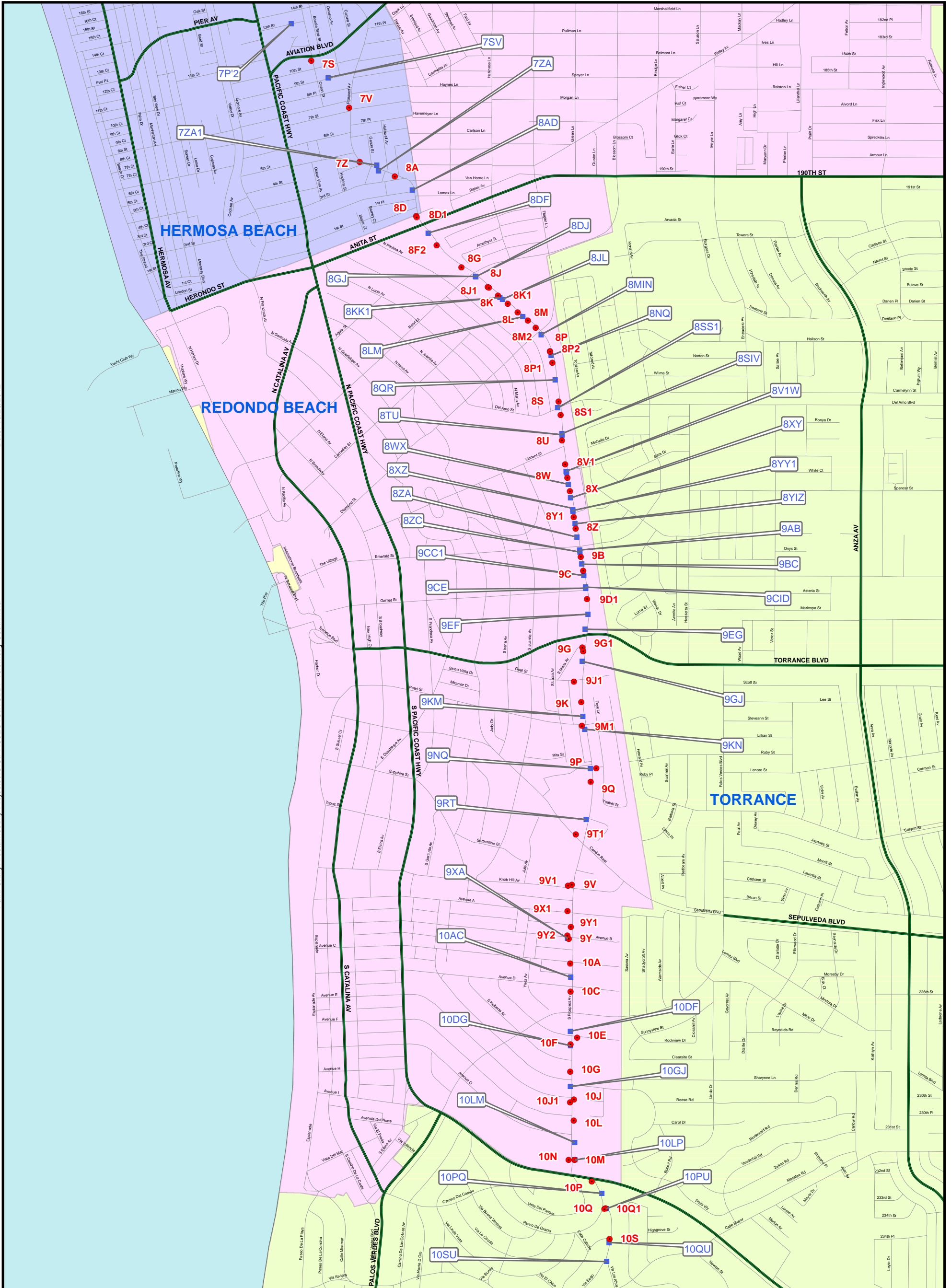
Legend

- Injection Wells
- Observation Wells

Date: 10/29/2012 Path: C:\MyFiles\lawlee\My Projects\GIS\PROJECTS\WCBBP Telemetry North.mxd

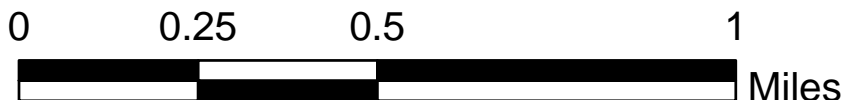


West Coast Basin Barrier Project Telemetry System Location Map (South)



Date: 10/29/2012

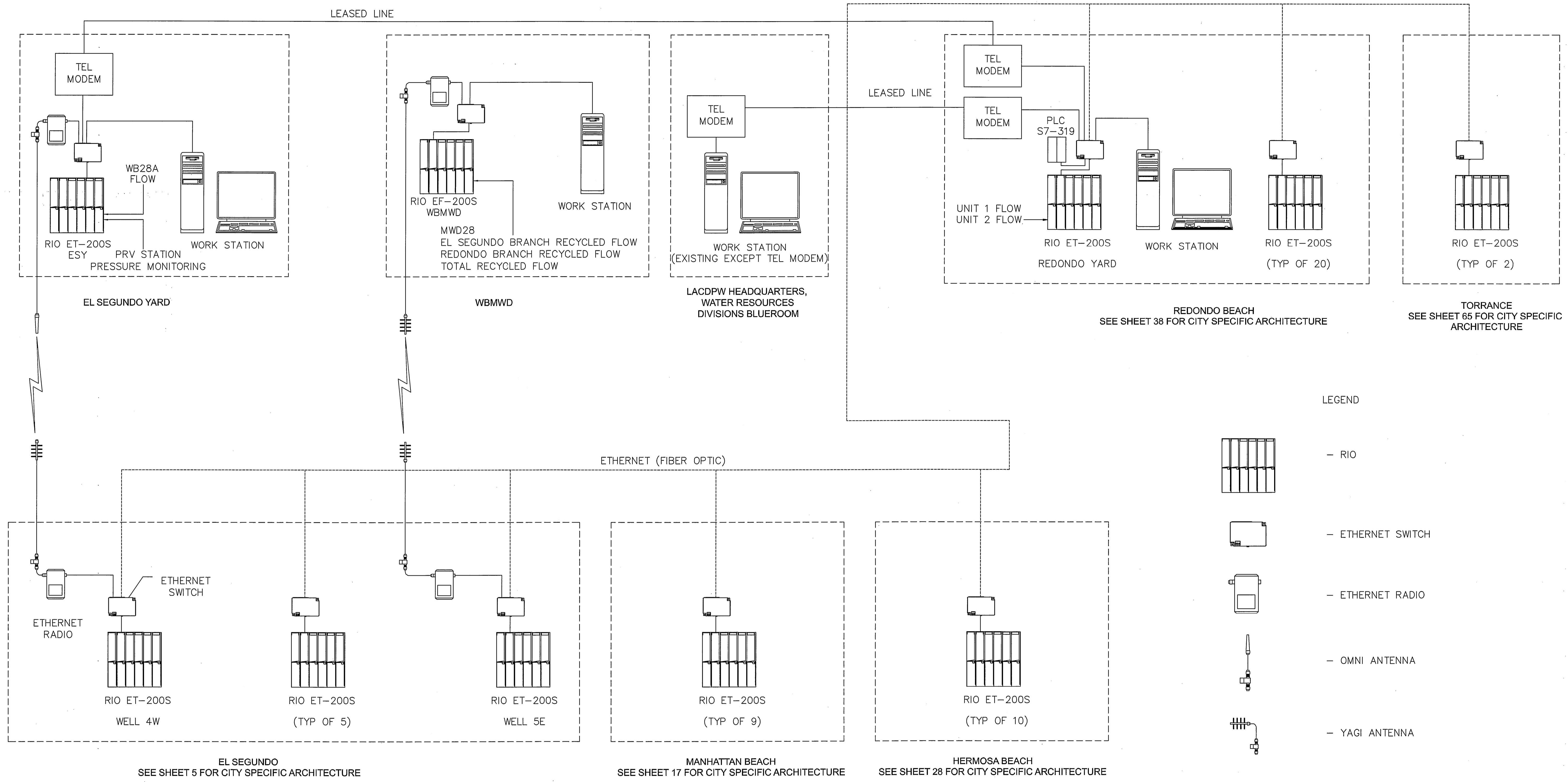
Path: C:\MyFiles\lawlee\My Projects\GIS\PROJECTS\WCBBP Telemetry South.mxd



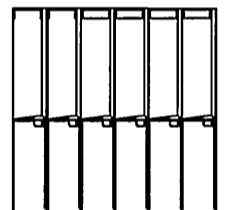
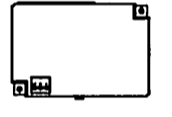
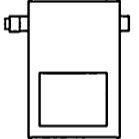
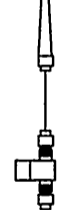
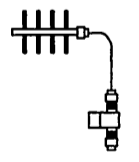
Legend

- Injection Wells
- Observation Wells

DRAFTER: nicholas cordova
 DESIGNER: R. SERIGSTAD
 CHECKER: J. PARK
 CADD PART NUMBER: m:\proj\487\design\elect\176-D149.3.dgn
 REVIEWED BY: 12/22/2009



LEGEND

-  - RIO
-  - ETHERNET SWITCH
-  - ETHERNET RADIO
-  - OMNI ANTENNA
-  - YAGI ANTENNA

NOTES:

1. TOTAL NUMBER OF RIO'S SHOWN HERE INCLUDES OPTIONAL RIO'S. SEE SYSTEM ARCHITECTURE DIAGRAMS OF EACH CITY FOR EXACT NUMBER OF RIO'S IN SCOPE.
2. CONTRACTOR SHALL PROVIDE FILED WIRING BETWEEN RIO AND FIELD MOUNTED INSTRUMENTS AS INDICATED ON THE ONE LINE DIAGRAMS, PLANS AND INSTRUMENTATION SCHEDULES.
3. CONTRACTOR SHALL PROVIDE ALL FIELD FITTINGS AND TUBING.
4. CONTRACTOR SHALL PROVIDE ALL FIELD INSTRUMENTS PER INSTRUMENTATION SCHEDULE.

DATE	BY	DESCRIPTION



**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
ABP	Injection Well Pressure Transmitter	DRUCK	PTX510
		DRUCK	PTX 520-8701
ABP	Injection/Observation Well Water Level Pressure Transducer	DRUCK	PTX 1830
		SIEMENS	7MF1570-1PA01
ABP	Water level float sensor	GEMS	LS-270
ABP	Differential Pressure Transmitter	DRUCK	PTX 120/WL
		DRUCK	PTX 317-8702
ABP	Injection Well PLC: S7-200 CPU 224	SIEMENS	6ES7 214-2AD23-0XB0
ABP	Injection Well Analog Module	SIEMENS	6ES7 231-0HC22-0XA0
ABP	Alamitos Yard control panel PLC: S7-300 CPU	SIEMENS	6ES7 314-1AG13-0AB0
ABP	Alamitos Yard control panel communications processor: Industrial Ethernet CP343	SIEMENS	6GK7 343-1CX10-0XE0
ABP	Alamitos Yard control panel communications module: RS422/485 S7300	SIEMENS	6ES7 341-1CH01-0AE1
ABP	Alamitos Yard CPU	DELL	390
ABP	Radio Transceiver	MDS	MDS TransNET 900

**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
ABP	Omnidirectional Antenna	KATHREIN	OGB6-915N
ABP	Yagi Antenna	KATHREIN	TY-900
ABP	Surge Protector	POLYPHASER	IS-50NX-C2
ABP	Solar System: Solar Panel	SOLAR WORLD	SW 165/175 mono P
ABP	Solar System: Multi Stage Charger Controller	XANTREX	C40
ABP	Solar System: 12V 243 Amp 20 HR rate sealed lead-acid Batteries	AGM	8A8DLTP
ABP	Solar System: DC Lightning Arrestor	DELTA	LA302DC
ABP	Pilot Telemetry: Measurement and Control Unit (MCU)	GEOMATION	2380
ABP	Pilot Telemetry: MCU Battery	PANASONIC	LC-R127R2P
ABP	Pilot Telemetry: Spread Spectrum Radio/Modem Receiver	OMNEX HOPLink	REX-900
ABP	Pilot Telemetry: Spread Spectrum Radio/Modem Transmitter	OMNEX HOPLink	TEX-900
ABP	Pilot Telemetry: Spread Spectrum Radio/Modem Battery	POWER-SONIC	PS-12330
ABP	Pilot Telemetry: Extraction Well Flow Meter	McCROMETER	MW804
ABP	Pilot Telemetry: Extraction Well Analog Transmitter	McCROMETER	E7000
ABP	Pilot Telemetry: Barometric Pressure Sensor	MET ONE	090D

**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
ABP	Pilot Telemetry: Omnidirectional Antenna	SCALA	OG6-450
		SCALA	UBO-450
		PUCK	PCNLP
ABP	Pilot Telemetry: Radio Yagi Antenna	SCALA	CA5-460
ABP	Pilot Telemetry Solar System: Solar Panel	UNISOLAR	US32
		UNISOLAR	US64
ABP	Pilot Telemetry Solar System: Charger Controller	FLEXCHARGE	PV7
DGBP	Injection Well Pressure Transmitter	ROSEMOUNT	3051-TG3A2B21AB4E5M5
DGBP	Injection Well Analog Pressure Gauge	ASHCROFT	1009
DGBP	Injection Well Flow Meter	ROSEMOUNT	8712CT12M4N0
DGBP	Injection/Observation Well Water Level Pressure Transducer	KELLER AMERICA	0507.01102.0501232.60
DGBP	Injection well Air Pressure Regulator	NORGREN	B73G-4AK-AD3-RMG
DGBP	Pneumatic valves at injection well sites & stormwater bypass system: 1-1/2" ball valve	TYCO	F803
DGBP	Pneumatic valves at injection well sites & stormwater bypass system: 2" ball valve	TYCO	F803
DGBP	Pneumatic valves at injection well sites & stormwater bypass system: 110V 3-Way Solenoid	TYCO	791

**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
DGBP	Pneumatic valves at injection well sites & stormwater bypass system: Limit Switch	TYCO	792K
DGBP	Pneumatic valves at injection well sites & stormwater bypass system: Pneumatic Actuator, size 006S	KEYSTONE	79U
DGBP	Injection well control valve: 4" single V-Ball control valve	KTM	20401, CL150
DGBP	Injection well control valve: Pneumatic Actuator	MORIN	B-036U-D000
DGBP	Injection well control valve: Pneumatic Positioner	PMV	EP5F5HPNU30K01PV9DA4Z
DGBP	Injection well control valve: Positioner Feedback Module	PMV	F5NU-MEC420-00-Z
DGBP	Injection well waste discharge valve: 4" ballcentric plug valve	PRATT	n/a
DGBP	Injection well waste discharge valve: Pneumatic Actuator	MORIN	B-135U-S080
DGBP	Injection well waste discharge valve: Limit Switch	TYCO	792K
DGBP	Injection well air blowoff valve	KUNKEL	917BFEB01ANE
DGBP	Injection well & PRV control panel PLC: S7-200 CPU 224	SIEMENS	6ES7 214-1AD22-0XB0
DGBP	Injection well & PRV control panel expansion module: EM235	SIEMENS	6ES7 235-0KD22-0XA0
DGBP	Injection well & PRV control panel communications processor: Industrial Ethernet CP 243-1 Communications Processor	SIEMENS	6GK7 243-1EX00-0XE0
DGBP	Injection well & PRV control panel ethernet switch: Industrial ethernet switch OSM, ITP62-LD	SIEMENS	6GK1 105-2AC10
DGBP	Injection well control panel touch screen: TP 270-10 HMI panel with 10.4" LCD display	SIEMENS	6AV6 545-0CC10-0XA0

**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
DGBP	Injection well control panel power supply unit: Power supply unit with 120/230 VAC power, 24VDC output, 10A	SIEMENS	6EP1 334-3BA00
DGBP	Injection well & Pressure Reducing Valve control panel circuit breakers: Circuit breaker, 15A	SIEMENS	5SX2118-7
DGBP	PRV control panel power supply unit: Power supply unit with 120/230 VAC power, 24VDC output, 2A	SIEMENS	6EP1 331-2BA00
DGBP	PRV control panel output expansion module: EM-232 Analog 2 output module	SIEMENS	6ES7 232-0HB20-0XA0
DGBP	Uninterruptible Power Supply Units: Smart UPS XL, 750 VA/600W Input/Output 120VAC single phase	APC	SUA750XL
DGBP	Dominguez Yard control panel PLC: S7-400 CPU 416-2	SIEMENS	6ES7 416 2XK02-0AB0
DGBP	Dominguez Yard control panel communications processor: Industrial Ethernet CP 443-1	SIEMENS	6GK2 443-1EX11-0XE0
DGBP	Dominguez Yard control panel power supply unit: Power supply 407, 120VAC Input, 24VDC output, 4A	SIEMENS	6ES7 407-0DA00-0AA0
DGBP	Dominguez Yard control panel air compressor communications processor: Industrial Ethernet CP 441-2 Communications Processor	SIEMENS	6ES7 441-2AA03-0AE0
DGBP	Dominguez Yard CPU	DELL	8300
DGBP	Detention Tank discharge line flow meter: FLO-DAR Sensor with Flo-Station	MARSH McBIRNEY	n/a
DGBP	Detention Tank discharge line flow meter: 4" Recordall Turbo Series Meter	Badger Meter	n/a
DGBP	Detention Tank sump pump: Submersible non-clog wastewater pump, 2.4HP, 230/460v, 3 Phase, 82gpm @ 15ft head	FLYGT	DP-3068.180
DGBP	Transfer Tank sump pump: Submersible non-clog wastewater pump, 5HP, 230/460V, 3 phase, 229gpm @ 34ft head	FLYGT	FS-3102.181
DGBP	Storage Tank sump pump: Heavy duty submersible grinder pump, 11HP, 230/460V, 3 phase, 80gpm @ 140ft head	FLYGT	MF 3127.170

**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
DGBP	Storage Tank mixer system: Air filter	PULSAIR	E-10-16-01
DGBP	Storage Tank mixer system: Air pressure regulator	PULSAIR	E-21-16-01
DGBP	Storage Tank mixer system: Injection control panel, size 1-1/2"	PULSAIR	E-31-12-8-06
DGBP	Storage Tank pump and mixer system control panel PLC	mitsubishi	FX2N-32MT-ESS/UL
DGBP	Pressure Reducing Valve: 24" Singer Pressure Reducing Valves	SINGER	106-PG
DGBP	Pressure Reducing Valve: Pressure Indicating Transmitters	n/a	n/a
DGBP	Pressure Relief Valve: 16" Pressure Relief Valve	SINGER	106-PG
DGBP	Pressure Relief Valve: Limit Switch	MICROSWITCH	OP-AR-0349
DGBP	Water Supply Line Flow Meter: 24" Magnetic Flow Meter	MASTER METER	M2500
DGBP	Water Supply Line Flow Meter: Flow Indicating Transmitter	MASTER METER	MC 108
DGBP	Water Supply Line Flow Meter: Clamp-on Ultrasonic Flow Transmitter	AQUATRANS	AT868
DGBP	Microfiltration and air compressor control panel PLC: SLC 500 CPU 5/04	ALLEN BRADLEY	1747-L541
DGBP	Microfiltration and air compressor control panel power supply unit: SLC 500, 120VAC	ALLEN BRADLEY	1746-P1
DGBP	Air Compressor	INGERSOLL-RAND	HH150A
DGBP	Air Dryer	INGERSOLL-RAND	TZ280

**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
WCBBP	Injection Well Pressure Transmitter	GE SENSING	UNIK 5000
WCBBP	Injection/Observation Well Water Level Pressure Transducer	DRUCK	PTX 1830
		PMC	MTM 3213
WCBBP	Water level float sensor	GEMS	LS-270
WCBBP	Differential Pressure Transmitter	GE SENSING	UNIK 5000 DP
WCBBP	Redondo Yard / El Segundo Yard / WBMWD Water Treatment Plant control panel PLC: S7-300 CPU 319-3 PN/DP	SIEMENS	GES7 318-3EL00-0AB0
WCBBP	Redondo Yard control panel communications processor: Industrial Ethernet CP343	SIEMENS	6GK7 343-1CX10-0XE0
WCBBP	Redondo Yard control panel power supply unit: 24VDC, 5A	SIEMENS	6ES7 307-1EA00-0AA0
WCBBP	RIOs: Digital electronic module for ET 200S	SIEMENS	6ES7 131-4BF00-0AA0
WCBBP	RIOs: Analog electronic module for ET 200S, 4AI	SIEMENS	6ES7 134-4GD00-0AB0
WCBBP	RIOs: Analog electronic module for ET 200S, 2AI	SIEMENS	6ES7 134-4GB11-0AB0
WCBBP	RIOs: Terminal module for ET 200S	SIEMENS	6ES7 193-4CC20-0AA0
WCBBP	RIOs: Power module for ET 200S	SIEMENS	6ES7 138-4CA01-0AA0
WCBBP	RIOs: Interface module for ET 200S	SIEMENS	6ES7 151-3AA23-0AB0
WCBBP	RIOs: CPU Interface module for ET 200S	SIEMENS	6ES7 151-8AB00-0AB0

**ALAMITOS BARRIER PROJECT AND DOMINGUEZ GAP BARRIER PROJECT
 MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES
 EQUIPMENT LIST**

EXHIBIT L

PROJECT	ITEM DESCRIPTION	MANUFACTURER	MODEL #
WCBBP	RIOs: Industrial ethernet switch, Scalance X204-2LD	SIEMENS	6GK5 204-2BC10-2AA3
WCBBP	Redondo Yard / El Segundo CPUs	Hewlett Packard	AU247AV 8000 Elite PC
WCBBP	WBMWD Water Treatment Plant CPU	DELL	390
ABP, DGBP, WCBBP	Public Works Headquarters CPU	Hewlett Packard	AU247AV 8000 Elite PC

SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES INSPECTION GUIDELINES

The following inspection tasks are provided as a guide to accomplish the maintenance contract objectives for the Telemetry System and appurtenances associated with the Alamitos Barrier Project (ABP), Dominguez Gap Barrier Project (DGBP), and West Coast Basin Barrier Project (WCBBP). The Contractor shall obtain, review, organize, and incorporate any information into the inspection process. The requirements for inspection shall include, but not necessarily be limited to, the following tasks outlined below as applicable. The Contractor should recommend inspection items not listed or other changes if it is believed to better meet Public Works' maintenance objectives.

Injection Wells

1. Visually inspect physical condition of underground vault or above ground well enclosure. Make note of any damaged conditions, missing parts, or other physical security concerns.
2. Visually inspect operating and physical conditions of the injection well instruments and components, as well as the electrical power and local PLC hardware system. Document any damaged conditions, corrosion, loose contacts, or damaged insulation. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death. Inspection should include, but not be limited to, the following items:
 - a. PLC hardware system.
 - b. Pipeline and well casing pressure transmitters.
 - c. Pipeline and well casing analog pressure gauges.
 - d. Injection well flow meter.
 - e. Water level pressure transducer.
 - f. Water level conductance probes.
 - g. Injection control valve.
 - h. Air pressure regulator.
 - i. Pneumatic valves (air charge, air vent, air lift, air vacuum release valve).
 - j. Waste discharge valve.
 - k. Air blowoff valve.
 - l. Enclosures (PLC, MCU, desiccant, etc.).
3. Verify communication between the injection well sensory equipment, the local PLC control panel, and the Seawater Barriers Telemetry System.

Solar Panel Systems

1. Visually inspect physical condition of solar panel system. Make note of any damaged conditions, missing parts, or other physical security concerns.

Pressure Reducing Valves

1. Visually inspect physical condition of underground vault. Make note of any damaged conditions, missing parts, or other physical security concerns.
2. Visually inspect operating and physical conditions, as well as the electrical power connections affiliated with the pressure reducing valves. This includes the pressure indicating transmitters. Document any damaged conditions, corrosion, loose contacts, or damaged insulation.
3. Inspect the local PLC control panel enclosure and lock. Make note of any damaged conditions, missing parts, or other physical security concerns.
4. Visually inspect local PLC control panel electrical power and control circuitry for corrosion, loose contacts or damaged insulation. Document as required. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death.
5. Verify communication between the pressure reducing valves, the local PLC control panel, and the Seawater Barriers Telemetry System.

Pressure Relief Valve

1. Visually inspect physical condition of underground vault. Make note of any damaged conditions, missing parts, or other physical security concerns.
2. Visually inspect operating and physical conditions, as well as the electrical power connections affiliated with the pressure relief valve. Document any damaged conditions, corrosion, loose contacts, or damaged insulation.
3. Verify communication between the pressure relief valve, the local PLC control panel, and the Seawater Barriers Telemetry System.

Water Supply Line Flow Meters

1. Visually inspect physical condition of water supply line flow meters located in underground vaults. Make note of any damaged conditions, missing parts, or other physical security concerns.
2. Visually inspect the physical condition of the clamp-on ultrasonic flow meter and enclosure under the Alameda Street Bridge. Document any damaged conditions, corrosion, loose contacts, or damaged insulation.
3. Visually inspect operating and physical conditions, as well as the electrical power connections affiliated with water supply line flow meters. Document any damaged conditions, corrosion, loose contacts, or damaged insulation.

4. Verify communication between the water supply line flow meters, the respective local PLC control panel, and the Seawater Barriers Telemetry System.

Air Compressor System

1. Visually inspect operating and physical conditions, as well as the electrical power and air supply line connections affiliated with the air compressor system. Document any damaged conditions, corrosion, loose contacts, or damaged insulation. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death. Inspection should include, but not limited to, the following items:
 - a. Air compressor system.
 - b. Wet and dry chambers.
 - c. Desiccant chambers.
 - d. Six-inch air supply discharge line and isolation valve.
2. Visually inspect air compressor/microfiltration treatment system local PLC control panel electrical power and control circuitry for corrosion, loose contacts or damaged insulation. Document as required. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death.
3. Verify communication between the air compressor system, the respective local PLC control panel, and the Seawater Barriers Telemetry System.

Microfiltration Treatment System

1. Visually inspect operating and physical conditions, as well as the electrical power and air supply line connections affiliated with the microfiltration treatment system. Document any damaged conditions, corrosion, loose contacts, or damaged insulation. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death. Inspection should include, but not limited to, the following items:
 - a. Microfiltration operating control panel.
 - b. Strainer system.
 - c. Pneumatic valves for air supply line.
2. Visually inspect physical condition of chemical storage facility located outside of the microfiltration treatment system building. Make note of any damaged conditions, missing parts, or other physical security concerns.
3. Visually inspect physical condition of chemicals used for water treatment. Make note of any damaged conditions, missing parts, or other physical security concerns. Chemicals used for the microfiltration treatment system include chlorine, citric acid, and sodium hydroxide.

4. Verify communication between the microfiltration treatment system, the respective local PLC control panel, and the Seawater Barriers Telemetry System.

Intermodal Way Transfer Tank and Storage Tank

1. Visually inspect physical condition of underground vault. Make note of any damaged conditions, missing parts, or other physical security concerns.
2. Inspect the local PLC control panel enclosure and lock. Make note of any damaged conditions, missing parts, or other physical security concerns.
3. Visually inspect local PLC control panel electrical power and control circuitry for corrosion, loose contacts or damaged insulation. Document as required. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death.
4. Visually inspect sump pump discharge lines and connections for both the Transfer Tank and the Storage Tank. Check for leaks, corrosion, and loose connections. Document as required.
5. Verify that all water level floats are working properly.
6. Verify communication between the Transfer Tank and Storage Tank system, the respective local PLC control panel, and the Seawater Barriers Telemetry System.

Detention Tank

1. Visually inspect physical condition of underground vault. Make note of any damaged conditions, missing parts, or other physical security concerns.
2. Visually inspect local PLC control panel electrical power and control circuitry for corrosion, loose contacts or damaged insulation. Document as required. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death.
3. Visually inspect sump pump discharge line and connections. Check for leaks, corrosion, and loose connections. Document as required.
4. Verify that all water level floats are working properly.
5. Visually inspect operating and physical conditions of Detention Tank discharge line flow meters.
6. Verify communication between the Detention Tank system, the respective local PLC control panel, and the Seawater Barriers Telemetry System.

Field Yard Control Rooms

1. Inspect workstations at Alamitos Yard, Dominguez Yard, El Segundo Yard, Redondo Yard, and the West Basin Municipal Water District Water Treatment Plant Yard and confirm that all equipment and software associated with the telemetry is working properly.
2. Verify that the WinCC SCADA software has appropriate system security configurations in place and that system access is adequately restricted. This should include use of passwords and access levels for user access, changing of manufacturer default account passwords, or other security features that may be available within the Seawater Barriers Telemetry System and WinCC SCADA software. Make note of any system security concerns and provide recommendations for improvement.
3. Verify communication between the workstations and the Seawater Barriers Telemetry System appurtenances. Document current settings and readings of Seawater Barriers Telemetry components and instruments. In addition, document any errors or alarms displayed.
4. Visually inspect both the Central PLC and Central MCU control panel's electrical power and control circuitry for corrosion, loose contacts or damaged insulation. Document as required. DANGER – do not touch any energized portions of the system, as it may cause electrical shock and serious injury or death.

Headquarters Control Room

1. Inspect Public Works' Headquarters workstation and confirm that all telemetry affiliated equipment and software is working properly.
2. Verify that the WinCC SCADA software has appropriate system security configurations in place and that system access is adequately restricted. This should include use of passwords and access levels for user access, changing of manufacturer default account passwords, or other security features that may be available within the ABP and DGBP Telemetry System and WinCC SCADA software. Make note of any system security concerns and provide recommendations for improvement.
3. Verify communication between the workstation and the Seawater Barriers Telemetry System appurtenances. Document current settings and readings of Seawater Barriers Telemetry components and instruments. In addition, document any errors or alarms displayed.

TASK NOS. 6
SIEMENS SIMATIC SOFTWARE: WinCC, STEP 7, AND STEP 7 – MICRO/WIN
STANDARD OF FUNCTIONALITY

The following telemetry Standards of Functionality are provided as criteria to verify that the contract components upgraded or replaced successfully operate within the existing Seawater Barriers Telemetry System. The functionality requirements for upgraded or replacement equipment and/or software shall not necessarily be limited to the items outlined below if additional functionality is needed to maintain the effective operational capability of the Seawater Barriers Telemetry System.

1. The Siemens SIMATIC WinCC software must function with all existing server graphic user interfaces dedicated to Seawater Barriers Telemetry System status and operations.
2. The Siemens SIMATIC WinCC software must accurately display the injection well operating status, flow rate, casing pressure, supply line pressure, water level, injection valve position, engineering set points, air vacuum valve status, air vent valve status, air charge valve status, air lift valve status, air waste valve status, pressure reducing valve pressure and set point, pressure relief valve status, main supply line flow meters, transfer tank pump status and water level, storage tank pump status, storage tank water level and air mixer status, detention tank pump status and water level, air compressor status, microfiltration system status, and accompanying alarms for the Seawater Barriers Telemetry System.
3. The Siemens SIMATIC WinCC software must store and accurately record injection well flow rate, flow total, water level, casing pressure, and supply line pressure. In addition, status alarms for the injection wells and other Seawater Barriers Telemetry System components must be stored. The software must have the ability to export stored data to Microsoft Excel or Access format.
4. The information recorded by the Siemens SIMATIC WinCC software must have the ability to be retrieved and graphically displayed in varying time periods with the default setting set to the current date and time.
5. The Siemens SIMATIC WinCC software must successfully exchange, relay, and receive data between the Siemens S7-200, S7-300, and S7-400 series PLCs, Allen Bradley SLC 500 PLC, and Mitsubishi PLC.
6. The Siemens SIMATIC Step 7-Micro/WIN software must successfully program and control the Siemens S7-200 series PLCs.
7. The Siemens SIMATIC Step 7 software must successfully program and control the Siemens S7-300 and S7-400 series PLCs.

THE EXHIBITS LISTED BELOW CAN BE ACCESSED AND DOWNLOADED AT:

<http://dpw.lacounty.gov/asd/contracts>

- | | |
|------------------|---|
| Exhibit O | Alamitos Barrier Project Pilot Telemetry System
As-Built Drawings |
| Exhibit P | Alamitos Barrier Project Telemetry System Phase II
As-Built Drawings |
| Exhibit Q | Alamitos Barrier Project Telemetry System Phase II
Wiring Diagrams |
| Exhibit R | Dominguez Gap Barrier Project Extension Project
As-Built Drawings |
| Exhibit S | Dominguez Gap Barrier Project Extension Project
Wiring Diagrams |
| Exhibit T | West Coast Basin Barrier Project Telemetry System
As-Builts |
| Exhibit U | Confined Space Manual |

A limited number of CDs containing the Exhibits listed above in PDF format will be available at the Proposer's Conference. A CD containing the Exhibits can also be obtained from the Contract Analyst upon request.

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 W, inclusive, of this Contract (Exhibits A-W) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
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	Equal to the fine(s) charged to the County by a regulatory or governmental agency	<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	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. PROJECT DELIVERABLES				
1. Task 1, 3, 5, and 7 Final Reports	Reports submitted to Contract Manager within specified deadline	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Task 2, 4, and 6 project deliverables - Repair, Maintenance and programming modifications and services	Project deliverables completed by specified deadline	\$100 per day final project deliverables are not completed by specified deadline	<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 W, inclusive, of this Contract (Exhibits A-W) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract the contractor certifies all employees who are in a designated sensitive position as determined by the County in County's sole discretion, has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review. Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are sufficient to meet contract requirements	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Maintain Knowledge of Safety Requirements	Completion of training of all accepted 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	
4. Maintain Knowledge of System Requirements	Employee must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation	<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 W, inclusive, of this Contract (Exhibits A-W) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Receive County approval before changing 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 each shift or 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	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met	\$50 per occurrence	<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 W, inclusive, of this Contract (Exhibits A-W) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
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	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager	\$100 per day for use of non English-speaking supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after	\$200 per day; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse	\$200 per day; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. 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	

*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 W, inclusive, of this Contract (Exhibits A-W) and this PRS, Exhibits A-W shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-W, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Contractor's Employee Criminal Background Investigation	Conduction security and background investigation of their staff as required by the Contract	\$100 per day per employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Use of Subcontractor without Approval.	Obtain County's written approval prior to subcontracting any work	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. License and Certification	All license and certifications required to perform the work, if any	\$200 per day; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA)	\$500 per occurrence	<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.

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above ("Contractor") has entered into the above-referenced Agreement with the County of Los Angeles ("County") to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of Work under and as defined in the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County, including, without limitation, the above-referenced Agreement.

CONFIDENTIALITY AGREEMENT:

I acknowledge that because I may be involved with Work pertaining to services provided by the County and I may have access to confidential data and information of County and/or its constituents, including, without limitation, the Confidential Information defined below. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County, including, without limitation, the Confidential Information. I understand that the County has a legal obligation to protect all such confidential data and information in its possession and that if I am involved in County Work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I must sign this Agreement as a condition of my Work to be provided by Contractor for the County.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement between Contractor and the County, including, without limitation, the

2013-IT015

Seawater Barriers Maintenance
Services

Confidential Information. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me.

I agree to protect this data and information, including, without limitation, the Confidential Information, against disclosure to any person or entity other than Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me any and all violations of the above-referenced Agreement by myself and/or by any other person of which I become aware. I agree to return all such data and information, including, without limitation, the Confidential Information, to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me upon completion of the above-referenced Agreement, or termination of my employment with Contractor, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this document, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the above-referenced Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights

to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for, and on my behalf and stead, to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements;
Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this document may subject me to civil and/or criminal action and that the County may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Compliance

Contractor must comply with all County and Public Works information security policies and standards where applicable. Where Contractor is providing managed, offsite infrastructure or processing services, Contractor's data center and network operations must be compliant with generally accepted best security practices and regulatory requirements where applicable (e.g., PCI, HIPAA, etc.). If requested by Public Works, Contractor shall provide evidence of certifications such as SAS70, SAE16, ISO 27000, PCI compliance, etc., or submit to an assessment of Contractor's information security policies and controls by the Public Works Department Information Security Officer (DISO). Any questions or need for clarification regarding Public Works security policies and/or regulations should be addressed to the DISO.

Data Protection & Destruction

Contractor shall ensure that only those Contractor personnel and/or subcontractor employees required to perform the services outlined in the statement of work shall have access to Public Works records, materials, documents, data, and/or other information. All records, materials, documents, data, and/or other information of any kind obtained from Public Works and all reports developed by Contractor and/or its Subcontractor(s) under this contract are confidential to and are solely the property of Public Works.

Contractor shall ensure that Public Works data is properly protected, including 128 bit or stronger encryption of data while it is in transit (e.g., HTTPS) and storage (hardware or software file encryption). Exceptions to the requirement to encrypt Public Works data must be approved in writing by the DISO and Contract Manager.

Public Works data must not be copied, reproduced, disclosed, or shared with any third-parties without prior express, written agreement from Public Works.

At the expiration or termination of this Contract, any Public Works data maintained, processed, or stored by the Contractor must be turned over to Public Works as deemed necessary by the Contract Manager. Additionally, Contractors that have maintained, processed, or stored Public Works data must ensure that the data has been appropriately destroyed and removed from Contractor systems and storage media consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Public Works must receive within ten (10) business days of the Contract expiration or termination date, documentation that certifies the data was placed in one or more of the following states: unusable, unreadable, or indecipherable.

Security Breach Notification

The Contractor shall notify the Contract Manager within 24 hours of any suspected security breach of Public Works data or system that is handled, processed, stored, or managed by the Contractor.

Passwords

Any systems deployed by the Contractor must implement passwords that comply with Public Works password standards. All default passwords in hardware and software must be changed prior to deployment.

Anti-virus

All systems deployed by the Contractor must employ Public Works's standard McAfee anti-virus software. Any anti-virus file scanning exceptions must be approved by the DISO.

Security Patches

All systems deployed by the Contractor must be patched against all known vulnerabilities prior to deployment.

Software Development

Software development efforts must conform to the County's Secure Development Standards. Additionally, software code must pass a security scan assessment and be free of security vulnerabilities prior to acceptance by Public Works. The application code scan will be performed by Public Works utilizing a third-party application scanner where applicable.

DPW Security Sign-Off

The Contract Manager and Contractor must obtain sign-off on the *IT Security Requirements* exhibit from the DISO.

This signed exhibit certifies that the DPW Department Information Security Officer (DISO) has reviewed the Contract's IT security requirements with the Contract Manager and Contractor. It also certifies that the DISO has approved the proposed IT security controls as described by the Contract Manager and/or Contractor.

Contract Manager

_____	_____	_____
Print Name	Signature	Date

Contractor

_____	_____	_____
Print Name	Signature	Date

Public Works Department Information Security Officer

_____	_____	_____
Print Name	Signature	Date