

**TRANSMITTAL**

0150-11839-0000

TO The Council	DATE 08/25/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Proposed Personal Services Agreement with Total Air Analysis, Inc. for the Source  
Testing of Landfill and Compost Air Pollution Control Equipment**

Approved and transmitted for processing.  
See the City Administrative Officer report attached.



MAYOR

MWS:JPQ:10210148t

(Rich Llewellyn for)

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)


To: The Mayor	Date: 08-05-2021	C.D. No. All	CAO File No.: 0150-11839-0000
Contracting Department/Bureau: PW Bureau of Sanitation		Contact: Thania Flores, (213) 847-2931 Nancy Lantin, (213) 485-2158	
Reference: Transmittal from the Board of Public Works dated January 19, 2021.			
Purpose of Contract: To perform source testing of landfill and compost air pollution control equipment.			
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: Five years with two options to renew for an additional three years each for a potential term of 11 years.	
Contract/Amendment Amount: \$400,000			
Proposed amount \$400,000 + Prior award(s) \$0 = Total \$400,000			
Source of funds: Landfill Closure and Post Closure Maintenance Fund and the Solid Waste Resources Revenue Fund			
Name of Contractor: Total Air Analysis			
Address: 1210 E. 223rd Street Suite 314 Carson, CA 90745			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 20%			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Slavery & Border Wall Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

**RECOMMENDATION**

That the Council, subject to the approval of the Mayor, authorize the President or two members of the Board of Public Works and the Director of the Bureau of Sanitation to execute a proposed personal services agreement with Total Air Analysis, Inc. for the source testing of landfill and compost air pollution equipment for a term of five years with two options to renew the contract for an additional three years for a total term of 11 years and a cost not-to-exceed \$400,000, subject to approval by the City Attorney and compliance with the City's contracting requirements.

**SUMMARY**

In accordance with Executive Directive No. 3 (Villaraigosa series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute a proposed personal services agreement (Agreement) with Total Air Analysis, Inc. (Total Air Analysis) for services related to source testing of landfill and compost air pollution equipment. The term of the Agreement is five years with two renewal options of three years for a total term of 11 years. The total cost of the proposed Agreement is \$400,000.

Jessica Quach			
JPQ	Analyst	10210148	City Administrative Officer

The City owns and maintains four closed landfills that have air pollution control equipment (APCE) on site: Lopez Canyon, Toyon Canyon, Sheldon/Arleta, and Gaffey Street. In addition, the City owns and operates the Griffith Park Compost Facility (GPCE) which has APCE on site and the Lopez Canyon Environmental Center (LCEC) which uses a layer of mulch for air pollution control. All facilities, except the LCEC, operate under a permit from the Southern California Air Quality Management District (SCAQMD) which requires source testing to verify that the equipment's emissions are within the allowable limits. The landfills are required to submit source testing reports to the SCAQMD annually and the GPCE is required to submit source testing reports every three years. The mulch layer at the LCEC is a new type of APCE and does not have a specific source testing schedule.

The Board approved a Request for Proposals for source testing of air pollution control equipment in 2017. The Bureau met with five companies that could perform source testing during a pre-proposal meeting and received one proposal for consideration. The Bureau evaluated the proposal and selected Total Air Analysis on the basis of technical expertise.

Total Air Analysis will conduct source testing according to the schedule and testing guidelines as stated in Article 4 of the Agreement. Prior to conducting tests, Total Air Analysis is required to submit a testing plan to the City and SCAQMD for approval and is also responsible for tracking any updates to the permit and testing guidelines. The frequency of source testing is subject to current regulation requirements and may change if new regulations are approved. Total Air Analysis will submit the final source testing report to the City for approval before submitting the report to SCAQMD for permit compliance. The cost for source testing for all sites except the LCEC will increase as shown in Table 4 of the Agreement. The cost for source testing at the LCEC will be adjusted using the consumer price index. The cost for any tests not specified in Table 4, such as the pricing in 2029 and 2030, will be calculated using the last determined price and an adjustment no greater than three percent.

In accordance with Charter Section 1022, the Personnel Department determined that City forces do not have the expertise needed and cannot perform the work being proposed for contracting. It should be noted that the Board report incorrectly states this Office determined that there was an insufficient number of City staff to perform the work proposed to be contracted. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term of the contract exceeds three years.

## **FISCAL IMPACT STATEMENT**

There is no General Fund impact. Funding is to be provided by the Landfill Closure and Post Closure Maintenance Fund and the Solid Waste Resources Revenue Fund. The Agreement contains a Financial Liability Clause which limits the City's annual financial obligation to the amount approved in the corresponding year's budget.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report complies with the City's financial policies as expenditures of special funds are limited to the mandates of the funding source.

*MWS:JPQ:10210148*

CONTRACT NO.

-

AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

TOTAL AIR ANALYSIS

FOR SOURCE TESTING OF LANDFILL AND  
COMPOST AIR POLLUTION CONTROL EQUIPMENT



SOURCE TESTING OF LANDFILL AND COMPOST AIR POLLUTION CONTROL  
EQUIPMENT AGREEMENT

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## **EXHIBITS**

<b>EXHIBIT 1</b>	<b>SCHEDULE A, LIST OF MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS</b>
<b>EXHIBIT 2</b>	<b>SCHEDULE B, MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE FOR TASK/PROJECT WORK</b>
<b>EXHIBIT 3</b>	<b>INSURANCE REQUIREMENTS</b>
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<b>EXHIBIT 6</b>	<b>LOS ANGELES RESIDENCE INFORMATION</b>
<b>EXHIBIT 7</b>	<b>NON-COLLUSION AFFIDAVIT</b>
<b>EXHIBIT 8</b>	<b>CITY OF LOS ANGELES CONTRACT HISTORY</b>
<b>EXHIBIT 9</b>	<b>MUNICIPAL LOBBYING ORDINANCE</b>
<b>EXHIBIT 10</b>	<b>CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS</b>
<b>EXHIBIT 11</b>	<b>IRAN CONTRACTING ACT OF 2010</b>

SOURCE TESTING OF LANDFILL AND COMPOST AIR POLLUTION CONTROL  
EQUIPMENT AGREEMENT

This AGREEMENT, made and entered into by and between the City of Los Angeles, Bureau of Sanitation, Department of Public Works, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "TOTAL AIR ANALYSIS" hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

**W I T N E S S E T H**

WHEREAS, the CITY has a need for contracting services for SOURCE TESTING OF LANDFILL AND COMPOST AIR POLLUTION CONTROL EQUIPMENT for Lopez Canyon Landfill, Toyon Canyon Landfill, Sheldon Arleta Landfill , Gaffey Street Landfill, Griffith Park Compost Facility, and the Lopez Canyon Environmental Center; and

WHEREAS, the CONTRACTOR's services are deemed to be vital to meet the CITY'S commitment to continue the normal operation of the closed landfills and compost facilities; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide SOURCE TESTING OF LANDFILL AND COMPOST AIR POLLUTION CONTROL EQUIPMENT for the closed landfills and compost facilities, during the course of the CONTRACT term, five (5) years with two three (3) year renewal options; and

WHEREAS, on February 1, 2017, the Board of Public Works authorized the Bureau of Sanitation (LA Sanitation and Environment (LASAN)) to distribute a Request for Proposals (RFP) for SOURCE TESTING OF LANDFILL AND COMPOST AIR POLLUTION CONTROL EQUIPMENT; and

WHEREAS, on August 28, 2017, LASAN solicited and met with five source test companies, of which the CITY received one (1) SOURCE TESTING proposal in response to the RFP; and

WHEREAS, on September 8, 2017, the sole firm proposing was deemed qualified to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP, and the company was the sole proposer; and

WHEREAS, the CONTRACTOR meets the State, Federal, and Local requirements to perform the required services; and

WHEREAS, the services to be provided by CONTRACTOR are of an expert and technical nature; and

WHEREAS, the services to be provided by CONTRACTOR will protect health and safety and maintain regulatory compliance at the closed landfills and compost facilities; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

**ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

**ARTICLE 2 – DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT      This contractual agreement between the CITY and TOTAL AIR ANALYSIS for SOURCE TESTING OF LANDFILL AND COMPOST AIR POLLUTION CONTROL EQUIPMENT.

APCE      Air Pollution Control Equipment

APPLICABLE LAW      All statutes, rules, regulations, PERMITS, orders, air pollution control laws or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county and local government authorities and agencies having applicable jurisdiction, that apply to or govern the performance' of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.

BIOFILTER(S)      APCE that processes air from compost piles using beds of wood chips and compost to capture and destroy air pollutants.

BOARD      Board of Public Works of the City of Los Angeles



CALENDAR DAYS

Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.

CHANGE IN LAW

The occurrence of any event or change in law specifically set forth below:

(a) the adoption, promulgation, modification, or change in judicial or administrative interpretation occurring after the CONTRACT execution date, which adoption, promulgation, codification, or change in judicial or administrative interpretation relates to any APPLICABLE LAW; or

(b) any order or judgment of any federal, state or local court, administrative agency or governmental body issued after the CONTRACT execution date, if:

(i) such order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and

(ii) the party relying thereon, unless excused in writing from so doing by the other party, shall take or have taken, or shall cause or have caused to be taken,

all reasonable actions in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party) ; or

(c) the imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, or modification of any PERMIT after the CONTRACT execution date to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; or

(d) the failure of a governmental authority or agency to issue, or the suspension or termination of, any PERMIT after the CONTRACT execution date, provided such failure to issue or the suspension or termination of any PERMIT is not the result of the willful misconduct or negligent action or inaction of the party relying thereon or any third party for whom the party relying thereon is directly responsible.

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

(i) the failure of a government authority to approve the CONTRACTOR'S staffing plan or any changes therein over time; or

(ii) a change in the nature or severity of the actions typically taken by a Governmental Entity to enforce compliance with Applicable Law which was effective as of the CONTRACT Date.

CITY

The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.

CONTRACTOR

TOTAL AIR ANALYSIS

DESIGNATED SITE(S)	Any location designated by the CITY in accordance with Articles 3 and 4, hereof, including, but not limited to, landfills, composting processing facilities and intermodal transfer stations set forth in the Facility Locations Table or amended by the parties.
DIRECTOR	Director of LASAN or his/her designated representative
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and other holidays officially observed by the CITY
LASAN	Bureau of Sanitation, Department of Public Works, City of Los Angeles. Also referred to as LA Sanitation and Environment.
MBE/WBE/SBE/EBE/DVBE/ OBE	Minority/Women/Small/Emerging/Disabled/Veteran /Other Business Enterprise

PERMITS	All federal, State of California, local or any other pertinent governmental unit, PERMITS, orders, licenses, and approvals required by APPLICABLE LAW (including, but not limited to, the South Coast Air Quality Management District (SCAQMD) for providing the services under this AGREEMENT).
PROJECT MANAGER	CITY'S designated representative for all issues related to this AGREEMENT.
SOURCE TESTING	Source tests of landfill and compost equipment as required by the SCAQMD.
SUBCONTRACTOR	An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR.

### **ARTICLE 3 – PROJECT DESCRIPTION**

#### **3.1 Sites**

The CITY owns and maintains four (4) closed landfills with Air Pollution Control Equipment (APCE) on site: Lopez Canyon, Toyon Canyon, Sheldon Arleta, and Gaffey Street Landfills. The CITY also owns and operates two composting facilities, the Griffith Park Compost Facility (GPCF) which is equipped with APCE consisting of two BIOFILTERS, and the Lopez Canyon Environmental Center (LCEC) consisting of windrow compost pile with four (4) to eight (8) inch thick mulch cover which serves as an APCE. The GPCF is located near the Griffith Park Zoo, and the LCEC is located at the Lopez Canyon Landfill.

**Table 1:** Facility Locations

<b>Facility Name</b>	<b>Address</b>
Gaffey Street Landfill	1400 North Gaffey Street, San Pedro, CA 90731
Griffith Park Composting Facility	5400 Griffith Park Dr., Los Angeles, CA 90027
Lopez Canyon Landfill	11950 Lopez Canyon Road, Lake View Terrace, CA 91342
Sheldon-Arleta Landfill	12455 Wicks Street, Los Angeles, CA 91352
Toyon Canyon Landfill	5050 Mount Hollywood Way, Los Angeles, CA 90027
Lopez Canyon Environmental Center	11950 Lopez Canyon Road, Lake View Terrace, CA 91342

### 3.2 General Description

The APCE(s) at each of the four (4) landfills and the GPCF operate under a permit issued by the South Coast Air Quality Management District (SCAQMD). Each APCE is required to be tested to verify that the equipment emissions are within limits required by the SCAQMD permit ("SOURCE TESTING"). Each APCE has different SOURCE TESTING requirements as specified in their respective PERMITS. The CONTRACTOR shall upon notification and agreement with the CITY have access to its facilities for the purpose of testing Monday through Friday, 7:00 a.m. until 4:00 p.m., except on HOLIDAYS.

## **ARTICLE 4 – RESPONSIBILITIES OF & SERVICES TO BE PERFORMED BY THE CONTRACTOR**

Services shall include, but not be limited to the following:

- 4.1 CONTRACTOR shall perform the services described herein with a degree of skill and diligence normally employed by contractors performing the same or similar services.

#### 4.1.1 SOURCE TESTING Schedule

Table 2 titled "Estimated Source Testing Frequencies" is provided to the CONTRACTOR as a guide based on anticipated testing needs. The test quantities per year and per APCE are stated on Table 2. Note that not all APCEs require annual testing. The testing frequencies may change due to CITY testing demands.

**Table 2:** Estimated Source Testing Frequencies

Location	APCE	Test Quantities Per Year										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
		Test Qty.	Test Qty.	Test Qty.	Test Qty.	Test Qty.	Test Qty.	Test Qty.	Test Qty.	Test Qty.	Test Qty.	Test Qty.
<b>Gaffey Landfill</b>	Carbon Filter	2	1	2	1	2	1	2	1	2	1	2
<b>Lopez Landfill</b>	Flare 2	-	-	-	-	2	-	-	-	-	-	-
	Flare 3	-	-	-	-	-	1	-	-	-	-	-
	Flare 4	-	-	-	-	-	-	2	-	-	-	-
	Flare 5	2	-	-	-	-	-	-	1	-	-	-
	Flare 7	-	1	-	-	-	-	-	-	2	-	-
	Flare 8	-	-	2	-	-	-	-	-	-	1	-
	Flare 9	-	-	-	1	-	-	-	-	-	-	-
<b>Sheldon Landfill</b>	Flare 1	2	1	2	1	2	1	2	1	2	1	-
	Flare 2	-	1	-	-	2	-	-	1	-	-	-
<b>Toyon Landfill</b>	Flare 1	2	1	2	1	2	1	2	1	2	1	2
<b>Griffith Park</b>	Biofilter 1	2	1	2	1	2	1	2	1	2	1	2
	Biofilter 2	2	1	2	1	2	1	2	1	2	1	2
<b>LCEC</b>	Windrow 1 (Pump Aerated)	1	-	1	-	1	-	1	-	1	-	1
	Windrow 1	1	-	1	-	1	-	1	-	1	-	1
	Windrow 2 (Pump Aerated)	1	-	1	-	1	-	1	-	1	-	1
	Windrow 2	1	-	1	-	1	-	1	-	1	-	1

#### 4.1.2 APCE Information and SOURCE TESTING Requirements

The application, permit numbers and guidelines for conducting the SOURCE TESTING for each APCE are listed below on Table 3. APCE's with permits must follow specific guidelines stated in their individual permits.



**Table 3: APCE Information**

<b>APCE</b>	<b>Application Number</b>	<b>SOURCE TESTING Guideline</b>
Lopez Landfill Flare(s)	Application No. 245157	Follow SOURCE TESTING guidelines stated on <u>Permit No.F38381</u>
Sheldon-Arleta Landfill Flare(s)	Application No. 462674	Follow SOURCE TESTING guidelines stated on <u>Permit No. G23186</u>
Toyon Landfill Flare	Application No. 392129	Follow SOURCE TESTING guidelines stated on <u>Permit No. F80647</u>
Gaffey Landfill Dual Carbon Filter	Application No. 374915	Follow SOURCE TESTING guidelines stated on <u>Permit No. F75776</u>
Griffith Park Compost Facility BIOFILTER(S)	Application No. 398589	Follow SOURCE TESTING guidelines stated on <u>Permit No. F51093</u>
LCEC Windrows	<i>Application and Permit No. Not Applicable</i> Windrow tests are to follow EPA Guide "Measurement of Gaseous Emission Rates from Land Surfaces Using an Emission Isolation Flux Chamber User's Guide (Report Date February 1986)" and SCAQMD Rule 1133.3	

#### 4.1.3 CONTRACTOR SOURCE TESTING Requirements

##### (a) Services

Services shall be performed to satisfy the conditions and requirements of all SCAQMD equipment Permit Nos. F75776, F51093, F38381, G23186, F80647 and Guidelines or SCAQMD Rule 1133.3 for SOURCE TESTING the LCEC windrows. All costs including labor, material, equipment, mobilization, lab analysis, regulatory review fees are to be factored SOURCE TESTING costs.

(b) Protocol Approval

The protocol (test plan) is required to be submitted by the CONTRACTOR to the CITY and then submitted to SCAQMD for approval. The CONTRACTOR will verify each permit for any updates and changes in language that require any changes and/or additional testing, including the latest SCAQMD method of testing. The protocol will describe the proposed operating condition of each facility with potential sampling and analytical procedures for the required parameters described within the permit for each APCE. The CONTRACTOR will pay for all SCAQMD review fees and charges.

(c) Preparation and Mobilization

- (i) Equipment used in sampling must be tested and calibrated by the CONTRACTOR
- (ii) Preparation and mobilization will include the continuous emissions monitoring equipment and mobilization necessary to complete the SOURCE TESTING
- (iii) Provide man lift or temporary scaffolding as required

(d) Costs Included in Invoices

- (i) Submittals (protocols and reports) to the CITY and SCAQMD plus fees
- (ii) Mobilization of equipment

- (iii) On-site SOURCE TESTING per this AGREEMENT'S specifications
- (iv) Laboratory analysis
- (e) Source Test Reports Laboratory Analysis
  - (i) All laboratory analyses must be performed by a SCAQMD certified laboratory.
- (f) Source Test Report(s)
  - (i) Once the SOURCE TESTING is completed, the CONTRACTOR shall submit to the CITY, at least one month before the SCAQMD permit due date, a source test report for approval prior to submittal to SCAQMD.
  - (ii) After the CITY has reviewed and accepted the final source test report(s) from the CONTRACTOR, the CONTRACTOR shall submit three (3) hard copies, plus two (2) USB Flash Drives or Compact Disks (CD-ROM) with electronic copies of each final source test report(s) to the CITY.
  - (iii) The report must include all testing results, sampling locations, laboratory analyses, emission rate calculation, Quality Assurance/Quality Control activities, field logs, and example calculations.
- (g) CONTRACTOR Accountability
  - (i) The CONTRACTOR must obtain and possess all necessary PERMITS and insurance to operate its facilities according to the

requirements from federal, state, and local agencies or regulators.

(ii) CONTRACTOR warrants that the services shall be performed consistent with generally accepted industry standards.

#### 4.2 Scope of Services

The CONTRACTOR shall perform SOURCE TESTING to enable the CITY to comply with five (5) existing SCAQMD PERMITS and; enable the CITY to measure the efficiency of a new type of APCEs (not yet permitted) that will be used to measure emissions from two compost windrows at the LCEC. The table titled "Estimated Source Testing Frequency" is provided to the CONTRACTOR as a guide for scheduling their work, however the schedule may change based on testing needs. All APCEs require annual testing except those on standby and the BIOFILTERS at GPCF which are tested once every three (3) years.

#### 4.3 CONTRACTOR Schedule of Services and Costs

The proposed prices per test for the five (5)-year CONTRACT, and the two three (3)-year renewal options are shown in Table 4 "Contractor APCE Testing Prices" below. The windrow testing would be used on an as-needed basis for the term of the CONTRACT, with the pricing adjusted at an annual rate of 2% from the 2018 base year.

As-needed tests shall be charged at the given prices as shown in Table 4 titled "Contractor APCE Testing Prices". The anticipated, but not limited to, quantities of tests per APCE are specified on the Table 2 titled "Estimated Source Testing Frequency" in section 4.1.1. Testing quantities may increase in the future with the passing of environmental legislation requiring the CITY to perform additional tasks regarding source testing.

Prices of tests not determined or specified on Table 4 will be calculated based on the accumulation of the last stated price and a percentage increase no larger than three percent (3%) per year and be in agreement between the CONTRACTOR and CITY. The cost ceiling shall be \$400,000 for the five (5) year CONTRACT.

**Table 4: Contractor APCE Testing Prices**

Location	APCE	Test Price Per Year										
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Gaffey	Carbon Filter	\$2,525	\$2,650	\$2,825	\$2,825	\$2,900	\$2,900	\$2,900	\$3,000	\$3,000	\$3,200	\$3,200
Lopez	Flare 2	-	-	-	-	-	-	\$7,400	-	-	-	-
	Flare 3	\$6,400	-	-	-	-	-	-	\$7,550	-	-	-
	Flare 4	-	\$6,720	-	-	-	-	-	-	\$7,850	-	-
	Flare 5	-	-	\$7,155	-	-	-	-	-	-	\$7,850	-
	Flare 7	-	-	-	\$7,155	-	-	-	-	-	-	\$7,950
	Flare 8	-	-	-	-	\$7,400	-	-	-	-	-	-
	Flare 9	-	-	-	-	-	\$7,400	-	-	-	-	-
Sheldon	Flare 1	\$5,650	\$5,820	\$6,260	\$6,260	\$6,500	\$6,500	\$6,500	\$6,750	\$6,750	\$6,950	\$7,000
	Flare 2	\$5,650	-	-	\$6,260	-	-	\$6,500	-	-	-	-
Toyon	Flare 1	\$5,650	\$5,820	\$6,260	\$6,260	\$6,500	\$6,500	\$6,500	\$6,750	\$6,750	\$6,950	\$7,000
Griffith Park	Organic Filter 1	-	\$3,870	-	\$3,970	-	\$3,970	-	\$4,000	-	\$4,200	-
	Organic Filter 2	-	\$3,870	-	\$3,970	-	\$3,970	-	\$4,000	-	\$4,200	-
LCEC	Windrow 1 (Pump Aerated)	\$3,075 <sup>1</sup>	-	-	-	-	-	-	-	-	-	-
	Windrow 1	\$3,075 <sup>1</sup>	-	-	-	-	-	-	-	-	-	-
	Windrow 2 (Pump Aerated)	\$3,075 <sup>1</sup>	-	-	-	-	-	-	-	-	-	-
	Windrow 2	\$3,075 <sup>1</sup>	-	-	-	-	-	-	-	-	-	-

Note:

(1) For Windrow Testing and all other testing not indicated, prices will be determined from last specified price using the Urban Consumer Price Indexing annual factors as determined by the US Department of Commerce.

#### 4.4 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than four years from the later of the following: (1) final payment made by CITY, (2) the expiration of this CONTRACT or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

### **ARTICLE 5 – KEY CONTRACTOR PERSONNEL**

5.1 CONTRACTOR designates the following person to represent the CONTRACTOR in all matters pertaining to this AGREEMENT:

Name/Title: Russ Logan/President

Address: 1210 East 223 Street Suite 314, Carson, CA 90745

Phone Number: 310-518-5133

Email: total\_air@msn.com

Additional technical specialists shall be assigned subject to the PROJECT MANAGER'S written approval.

5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and CONTRACTOR shall not change personnel assigned to these positions without the prior written consent within seven (7) business days and approval of CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.

5.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

5.4 CONTRACTOR shall not use SUBCONTRACTORS to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request



replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity between the CITY and the SUBCONTRACTORS.

#### **ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

The CITY designates Thania Flores as its PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the PROJECT MANAGER. The PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Thania Flores as PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event. The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by CITY.

#### **ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

The term of this AGREEMENT shall be for five (5) years, with two (2) three (3) year renewal options to be exercised at the CITY'S sole discretion, from the date of full execution unless terminated as provided under Article 8 or extended by amendment to this AGREEMENT and signed by the parties.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

- A. This CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. This CONTRACT has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
- D. This CONTRACT has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this CONTRACT.

#### **ARTICLE 8 –SUSPENSION**

At CITY'S sole discretion, CITY may suspend any or all services provided under this CONTRACT by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

#### **ARTICLE 9 – TERMINATION**

##### **A. Termination for Convenience**

CITY may terminate this CONTRACT for CITY'S convenience at any time by providing CONTRACTOR thirty (30) days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to

terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 21, if CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR'S breach of this CONTRACT.

2. If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and CONTRACTOR'S obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.
4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this CONTRACT.
5. Acts of Moral Turpitude
  - a. CONTRACTOR shall immediately notify CITY if CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

- b. If CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this CONTRACT.
- c. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this CONTRACT after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR'S ability to perform under the terms of this CONTRACT.
- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly

or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

6. In the event CITY terminates this CONTRACT as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 9(A) Termination for Convenience.
  8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.
- C. In the event that this CONTRACT is terminated, CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five working days of the termination.
- D. Suspension

At CITY'S sole discretion, CITY may suspend any or all services provided under

this CONTRACT by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

#### **ARTICLE 10 – SUBCONTRACT APPROVAL**

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

## **ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT**

### **11.1 General Payment Obligation**

All services performed must be approved by the CITY in writing. The CITY'S sole payment obligation for all services to be provided under the terms of this AGREEMENT shall be payment for source test services at pricing as specified by this CONTRACT. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation.

### **11.2 Invoices shall be prepared in such form to easily determine the service performed and pricing. A Subcontractor Utilization Attachment, Exhibit 2, shall also be submitted as part of the monthly invoice. CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Invoice Attachment. All invoices shall be subject to audit.**

### **11.3 Supporting Documentation and other Invoice Items**

An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein.



#### 11.4 Government Taxes and Fees

The CONTRACT pricing includes current taxes and fees. If new taxes and fees are required by the state/federal government in the future, those new taxes and fees will be added.

#### 11.5 Adjustments Due to Changes in Law

Subject to substantiation of costs, the CONTRACTOR may adjust the source test fee to recover any direct costs incurred as a result of a CHANGE IN LAW exclusive of any changes in tax law or CHANGES IN LAWS that impose governmental fees, occurring after the contract date. The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR determines that any CHANGE IN LAW will require an adjustment in the source test price. In such notice the CONTRACTOR shall describe the CHANGE IN LAW and provide the reasons for the adjustment in the source test price. The CONTRACTOR shall provide in the first invoice prepared for the CITY, cost substantiation, include cost records and worksheets to support the CONTRACTOR'S claim for the adjustment, and provide the total adjustment to the source test price for all CHANGES IN LAW exclusive of any changes in tax law or CHANGES IN LAW that impose governmental fees, that have occurred since the CONTRACT date. Notwithstanding anything to the contrary in this Article 10.5, the CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued costs associated

with any CHANGE IN LAW unless and until the CITY is notified by the CONTRACTOR, in writing, of such CHANGE IN LAW. Furthermore, the CONTRACTOR may include in the source test price, as provided in this Article 10.6, only the related actual or accrued costs associated with any CHANGE IN LAW that the CONTRACTOR has incurred subsequent to providing such notice to the CITY. If at any time the adjustment in the source test price for a single CHANGE IN LAW results in an increase in the source test price of more than twenty-five percent (25%) over what the source test price would have been had there been no such CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Furthermore, if at any time the total cumulative adjustment in the source test price, results in an increase in the source test price of more than fifty percent (50%) over what the source test price would have been had there been no CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Notwithstanding, anything to the contrary in the forgoing, the CONTRACTOR, may, in its sole discretion, prior to any noticed termination date, choose to absorb all or a portion of the increased cost due to a CHANGE IN LAW to keep the increases paid by the CITY below these thresholds and in such case the CITY will not have the right to terminate this AGREEMENT in accordance with this Article 11.5

#### 11.6 Invoice Submittal

CONTRACTOR shall submit all invoices to:

Public Works/LA Sanitation and Environment - SRPCD

Attn: Thania Flores

1049 South Broadway Suite 500

Los Angeles, CA 90015

or by email to: [Thania.FloresSoto@lacity.org](mailto:Thania.FloresSoto@lacity.org)

#### 11.7 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than twelve (12) months after the date of SOURCE TESTING.

#### 11.8 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR'S invoice and attachments and notify CONTRACTOR of exceptions or disputed items within thirty (30) business days of receipt of invoice. If an invoice is not properly submitted, then a new thirty (30) business day review period will begin upon receipt of a corrected invoice by the CITY. Once approved, the CITY will make a good faith effort to process payments within a timely manner. To expedite the approval process,

CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

#### 11.9 Discount

The CITY will consider a shorter payment schedule should the CONTRACTOR offer a discount for more immediate payment. CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under the AGREEMENT, which meet the discount terms.

#### 11.10 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the CONTRACTOR from any SUBCONTRACTOR or supplier for any time provided under the CONTRACT.

#### 11.11 Disputes

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

#### 11.12 False Claims Act

CONTRACTOR acknowledges that it is aware of -liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

11.13 CITY shall not be obligated to reimburse CONTRACTOR for costs incurred in excess of the Project Services Cost Estimate set forth. CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until CITY shall have notified CONTRACTOR in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice an estimated Project Services Cost Estimate, which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse CONTRACTOR for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination. When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by CONTRACTOR in excess of the Project Services Cost Estimate for any Task Order, prior to such increase,

shall be allowable to the same extent as if such costs had been incurred after the increase.

11.14 Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this CONTRACT. The cost ceiling for the contract is \$400,000.

## **ARTICLE 12 - AMENDMENTS**

All amendments to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

## **ARTICLE 13 – INDEMNIFICATION AND INSURANCE**

### **13.1 INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

### **13.2 INSURANCE**

During the term of this CONTRACT and without limiting CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR shall

provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (Form General 146 Required Insurance and Minimum Limits in Exhibit 3 hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 3 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 3 hereto. Exhibit 3 is hereby incorporated by reference and made a part of this CONTRACT.

### 13.3 BONDS

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

## **ARTICLE 14 – INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor and not an agent or employee of CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of CITY.



## **ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

- 15.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 15.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

15.5 Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

#### **ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION**

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment,

device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 17) furnished by CONTRACTOR, or its SUBCONTRACTORS, under this AGREEMENT. The rights and of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. The provisions will survive expiration or termination of this CONTRACT.

#### **ARTICLE 17 -INTELLECTUAL PROPERTY WARRANTY**

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **ARTICLE 18 – OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product";

collectively "Work Products") shall be and remain the exclusive property of CITY for its use in any manner CITY deems appropriate. CONTRACTOR hereby assigns to CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

For all Work Products delivered to CITY that are not originated or prepared by CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, CONTRACTOR shall secure a grant, at no cost to CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of CITY. Any subcontract entered into by CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

## **ARTICLE 19 – SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 27.

## **ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, mail, or email. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

### To The CITY:

Contact Person: Thania Flores

Phone: (213)847-2931

Address: 1149 S. Broadway Suite 500, Los Angeles, CA 90015

E-mail: Thania.FloresSoto@lacity.org

### To CONTRACTOR:

Contact Person: Russ Logan

Phone: (310)518-5133

Address: 11292 Western Avenue, P. O. Box 125, Stanton CA 90680

E-mail: total\_air@msn.com

## **ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or 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 perform timely. As used in this CONTRACT, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and

reduce the delay caused by the Force Majeure Event.

#### **ARTICLE 22 – SEVERABILITY**

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

#### **ARTICLE 23 – DISPUTES**

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

#### **ARTICLE 24 – ENTIRE AGREEMENT**

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

#### **ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new,

amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to CONTRACTOR.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this CONTRACT shall not be affected.

## **ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION**

### **CERTIFICATE REQUIRED**

For the duration of this CONTRACT, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) (Exhibit 5) as required by CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the PROJECT MANAGER.

## **ARTICLE 27– WAIVER**

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or



provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- a) Assign or otherwise alienate any of its rights under this AGREEMENT, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

#### **ARTICLE 29 – PERMITS**

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, shall obtain and maintain all PERMITS, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT. CONTRACTOR shall immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, PERMITS, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

#### **ARTICLE 30 – BEST TERMS**

Throughout the term of this CONTRACT, CONTRACTOR, shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar

goods and services provided under this CONTRACT.

### **ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

### **ARTICLE 32 – BREACH**

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

### **ARTICLE 33 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS**

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section

10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 35 – LIVING WAGE ORDINANCE**

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 36 –WORKER RETENTION ORDINANCE**

CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

## **ARTICLE 37 – ACCESS AND ACCOMMODATIONS**

CONTRACTOR represents and certifies that:

- A. CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE**

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time (Exhibit 4).

### **ARTICLE 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM**

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposals process, throughout the duration of this CONTRACT. CONTRACTOR shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through BAVN. CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

### **ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE**

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the

CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

#### **ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE**

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 9 9, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

#### **ARTICLE 43 - FIRST SOURCE HIRING ORDINANCE**

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

**ARTICLE 44 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION**

**470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING**

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in  
City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_.  
Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for



elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

#### **ARTICLE 45 - IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contacting Act of 2010 Compliance Affidavit" (Exhibit 11).

#### **ARTICLE 46 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' CITY may terminate this CONTRACT at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

#### **ARTICLE 47 - INTEGRATED CONTRACT**

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 1 – 2 hereof.

#### **ARTICLE 48 – DATA PROTECTION**

A. CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its

authorized agents shall have the right to lead or participate in the investigation.

CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

#### **ARTICLE 49 – LOCAL BUSINESS PREFERENCE ORDINANCE**

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

#### **ARTICLE 50 – CONTRACTOR’S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 51 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

## **ARTICLE 52– COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE**

### **SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any

Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### **ARTICLE 53 – POSSESSORY INTERESTS TAX**

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **ARTICLE 54 – CONFIDENTIALITY**

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

**CITY OF LOS ANGELES**

**TOTAL AIR ANALYSIS, INC.**

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

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

Title: Commissioner, Board of Public Works

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

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

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

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

Title: Commissioner, Board of Public Works

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

**APPROVED AS TO FORM**

**MICHAEL N. FEUER, City Attorney**

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

Adena Hopenstand

Title: Deputy City Attorney

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

**ATTEST:**

**HOLLY WOLCOTT, City Clerk**

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

Title: Deputy City Clerk

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

**EXHIBIT 1**

**SCHEDULE A**

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**


(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY. SIGN ALL SHEETS)

<b>Project Title</b> Source Testing of Landfill and Compost Air Pollution Control Equipment
---

<b>Proposer</b> Tidy Air Analysis, Inc.	<b>Address</b> 1210 E. 273rd Street, Suite 314, Carson, CA 90745
<b>Contact Person</b> Russ Logan	<b>Phone/Fax</b> 310/516-5133

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Quantum Analytical Services, Inc. 710 E. 223rd Street, Suite 114 Carson, CA 90745 310/580-2226	Laboratory Analysis	OBE		\$25,000
ACE Environmental 2505 Pines Canyon Drive, Suite 2 San Valley, CA 91069 805/576-1161	Laboratory Analysis	OBE		\$25,000
Micrographic Analysis & Consulting 1534 Pasadena Ave. Suite 2 Venture, CA 91301 805/850-1542	Laboratory Analysis	MBE, SBE		\$25,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$25,000	33.3 %
TOTAL WBE AMOUNT	\$ N/A	0 %
TOTAL SBE AMOUNT	\$25,000	33.3 %
TOTAL EBE AMOUNT	\$ N/A	0 %
TOTAL DVBE AMOUNT	\$ N/A	0 %
TOTAL OBE AMOUNT	\$50,000	66.7 %
BASE BID AMOUNT	\$75,000	

  
 Signature of Person Completing this Form  
 Russ P. Logan  
 Printed Name of Person Completing this Form  
 President 1/28/17  
 Title Date

**MUST BE SUBMITTED WITH PROPOSAL**



<b>EXHIBIT 2</b>
------------------

**SCHEDULE B**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
---------------	--------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
TOTAL MBE PARTICIPATION	\$	%	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
TOTAL WBE PARTICIPATION	\$	%	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
TOTAL SBE PARTICIPATION	\$	%	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
TOTAL EBE PARTICIPATON	\$	%	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
TOTAL DVBE PARTICIPATION	\$	%	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
TOTAL OBE PARTICIPATION	\$	%	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
			Title:	Date:

<b>EXHIBIT 3</b>
------------------

**INSURANCE REQUIREMENTS**

## Required Insurance and Minimum Limits

Name: Total Air Analysis, Inc.Date: July 19, 2021Agreement/Reference: For Source Testing of Landfill and Compost Air Pollution Control Equipment

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<u>X</u>	<b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	
		WC <u>Statutory</u>
		EL <u>1,000,000</u>
	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<u>X</u>	<b>General Liability</b>	2,000,000
	<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct
<u>X</u>	<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
<u>X</u>	<b>Professional Liability</b> (Errors and Omissions)	1,000,000
	Discovery Period _____	
	<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
	<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/>
	<b>Pollution Liability</b>	
	<input type="checkbox"/>	
	<b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	
	<b>Crime Insurance</b>	
<b>Other:</b> _____ _____ _____ _____ _____		



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2017

GROUP:  
POLICY NUMBER: 1539016-2017  
CERTIFICATE ID: 104  
CERTIFICATE EXPIRES: 07-01-2018  
07-01-2017/07-01-2018

CITY OF LOS ANGELES  
1149 S BROADWAY STE 300  
LOS ANGELES CA 90015-2213

SC

JOB: COMPLIANCE TESTING

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2000 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

TOTAL AIR ANALYSIS, INC.  
1210 E 223RD ST STE 314  
CARSON CA 90745

SC

(ISS.CS)

PRINTED : 08-02-2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> karp insurance services 2418 W. LOMITA BLVD. D LOMITA CA 90717		<b>CONTACT NAME:</b> randall karp <b>PHONE</b> (A/C, No, Ext): 3105396600 <b>FAX</b> (A/C, No): <b>E-MAIL:</b> ADDRESS: claudia@karpinsurance.com	
<b>INSURED</b> TOTAL AIR ANALYSIS 1210 E 223RD ST SUITE 314 CARSON CA 90745		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mercury Insurance Company NAIC # 27553 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$
	OTHER					PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY	N N				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>		EA040000029353	09/18/2016	09/18/2017	BODILY INJURY (Per person) \$
	UMBRELLA LIAB					BODILY INJURY (Per accident) \$
	EXCESS LIAB					PROPERTY DAMAGE (Per accident) \$
	DEFD <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments  
200 North Main Street  
City Hall East, Suite 1240  
Los Angeles CA 90012

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
randall karp

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roger Stone Insurance Agency 5015 BIRCH STREET  NEWPORT BEACH CA 92660	CONTACT NAME: Brendon Knigh PHONE (A/C, No, Ext): 9492654160 E-MAIL: brendon@stoneins.com ADDRESS: brendon@stoneins.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Admiral Insurance Company		24856
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
			FEIECC1319304	03/05/2017	03/05/2018	MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER					PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY					BODILY INJURY (Per person) \$
		SCHEDULED AUTOS NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

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AUTHORIZED REPRESENTATIVE

Brendon Knigh

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**EXHIBIT 4**

**CONTRACTOR RESPONSIBILITY ORDINANCE**



## ATTACHMENT A-01



### CONTRACTOR RESPONSIBILITY ORDINANCE PACKAGE

On November 21, 2000, the City Council adopted an ordinance amending Chapter 1 of Division 10 of the L.A. Administrative Code in order to implement a contractor responsibility program.

The ordinance states that prior to awarding any contract, the City should make a determination that the bidder and/or contractor has the capability in all respects to fully perform the contract requirements and the business integrity to justify the expenditure or award of public tax dollars. As such, the ordinance requires bidder/contractors to respond to a "Responsible Contractor/Bidder Questionnaire", which would require submission of information relative to their: (1) financial resources; (2) technical qualification; (3) experience; (4) organization, material, equipment, facilities and expertise necessary to carry out the work; (5) satisfactory record of performance; (6) satisfactory record of compliance with applicable statutes and regulations; and (7) satisfactory record of business integrity. Therefore, prospective consultants must complete and submit the Questionnaire with their SOQs or proposals. Failure to return the completed Questionnaire may result in a prospective consultant being deemed non-responsive.

1. CRO RFP Language (Rev 7/1/03), 1 page
2. Contractor Responsibility Ordinance, 8 pages
3. Responsibility Questionnaire – Service (Rev. 01/20/12), 9 pages
4. CRO Pledge of Compliance (Rev. 5/25/04), 1 page

### **Contractor Responsibility Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Bidders/Proposers shall refer to Appendix/Attachment \_\_\_\_, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in the Appendix/Attachment. Failure to return the completed Questionnaire may result in a Bidder/Proposer being deemed non-responsive.

ORDINANCE NO. 173677

An ordinance amending Chapter 1 of Division 10 of the Los Angeles Administrative Code to add Article 14 in order to implement a contractor responsibility program.

THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:

**Section 1.** A new Article 14 is hereby added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

ARTICLE 14

CONTRACTOR RESPONSIBILITY PROGRAM

**Sec. 10.40. Purpose.**

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors who have the capability to perform the contract. Further, many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for a variety of purposes. The City expends grant funds under programs created by federal and state government. The City intends that the procurement procedures set forth in this Article guide the expenditure of federal and state grant funds to the extent permitted by federal or state procurement regulations.

**Sec. 10.40.1 Definitions.**

(a) "**Awarding Authority**" means any Board or Commission of the City of Los Angeles, or any employee or officer of the City of Los Angeles, that is authorized to award or enter into any contract as defined herein, on behalf of the City of Los Angeles, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of this Article.

(b) "**Contract**" means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, or the grant of City financial assistance or a public lease or license, which is let, awarded or entered into by, or on behalf of, the City

of Los Angeles. Contracts for services which are less than three months and less than Twenty-Five Thousand Dollars (\$25,000.00) are not covered by this Article. Contracts for purchasing goods and products which are less than One Hundred Thousand Dollars (\$100,000.00) are not covered by this Article, unless they are contracts for the purchase of garments such as uniforms or other apparel, in which case they are only exempt from this Article if they are less than Twenty-Five Thousand Dollars (\$25,000.00). Construction contracts are covered by this Article without regard to threshold amount.

(c) **“Contractor”** means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Los Angeles and includes a recipient of City financial assistance and a public lessee or licensee.

(d) **“Subcontractor”** means any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors, unless the purchasing contract is for the purchase of garments such as uniforms or other apparel.

(e) **“Bidder”** means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.

(f) **“Bid”** means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications or other procurement process.

(g) **“Invitation for Bid”** means the process through which the City solicits Bids including Requests for Proposals and Requests for Qualifications.

(h) **“City Financial Assistance Recipient** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance

for purposes of this Article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7672(f). A recipient shall not be deemed to include lessees and sublessees.

(i) **“Public Lease or License”** means a lease or license of City property as defined in the Living Wage Ordinance, Section 10.37 et seq. of Article 11, Chapter I of Division 10 of the Los Angeles Administrative Code.

(j) **“Designated Administrative Agency (DAA)”** means the City department(s), board(s), or office(s) designated by City Council to bear administrative responsibilities under this Article. The City Clerk shall maintain a record of such designation.

#### **Sec. 10.40.2 Determination of Contractor Responsibility**

(a) Prior to awarding a contract, the City shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. Responsibility will be determined by each awarding authority from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.

(b) Every bidder for a City contract must complete and submit with its bid a questionnaire developed by the DAA which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in paragraph (a) of this Section. If no bid is required, the prospective contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, after execution of a contract, the City learns that the contractor submitted false information on the questionnaire, the City may terminate the contract and pursue the remedies set forth in Section 10.40.6 of this Article. The contractor shall be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to the responses previously provided if such change would affect contractors fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 10.40.6 of this Article.

(c) There shall be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority may rely on responses to the questionnaire, information from compliance and regulatory agencies and/or independent investigation to determine bidder responsibility.

(d) Before being declared non-responsible, a bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder or whether or not the bidder is non- responsible for this and future contracts. The determination by an awarding authority that the bidder is non-responsible shall be final and constitute exhaustion of the bidder's administrative remedies.

(e) A list of individuals and entities which have been determined to be non-responsible by the City shall be maintained by the DAA. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in paragraph (a) of this Section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

(f) Contractors shall ensure that their subcontractors meet the criteria for responsibility as set forth in paragraph (a) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

#### **Sec. 10.40.3 Compliance with all laws.**

(a) Contractors shall comply with all applicable federal, state and local

laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(b) Contractors shall notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the contractor is not in compliance with paragraph (a) of this Section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.

(c) Contractors shall notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a) of this Section.

(d) Upon award of a contract, contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section. Whenever any contract, which was not initially subject to this Article is amended, the contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section.

(e) Contractors shall ensure that their subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section, unless the subcontract is below the threshold requirements for Contracts contained in Section 10.40.1 (b).

(f) Contractors shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

#### **Sec.10.40.4. Exemptions.**

(a) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from its application:

(1) Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

(2) Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

(3) Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(b) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from application of Section 10.40.2 of this Article:

(1) Contracts awarded on the basis of exigent circumstances whenever any awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of Section 10.40.2 of this Article. This finding must be approved by the DAA prior to contract execution.

(2) Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e) (5).

(3) Contracts entered into pursuant to Charter Section 371 (e) (6).

(4) Contracts entered into pursuant to Charter Section 371 03 (7).

(5) Contracts entered into pursuant to Charter Section 371 (e) (8).

(6) Contracts where the goods or services are proprietary or only available from a single source.

#### **Sec.10.40.5 Administration**

(a) The DAA shall promulgate rules and regulations for implementation of this Article. Said rules shall be submitted to City Council for consideration within sixty days after the effective date of this Ordinance.

(b) The DAA shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty days after the effective date of this Ordinance.

(c) The DAA shall monitor compliance with this Article including investigation of alleged violations.



#### **Sec.10.40.6. Enforcement**

(a) Contracts shall provide that violation of this Article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(b) Compliance with Section 10.40.3 of this Article shall be required in contract amendments, if the initial contract was not subject to the provisions of this Article. Contract amendments shall provide that violation of Section 10.40.3 shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(c) Violations of this Article may be reported to the DAA which shall investigate such complaint. Whether based upon such complaint or otherwise, if the DAA has determined that the contractor has violated any provision of this Article, the DAA shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the DAA may:

1. Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.
2. Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Section 10.40.2 of this Article.

#### **Sec. 10.40.7. Application of This Article.**

(a) This Article shall be applicable to Invitations for Bids issued after the rules and regulations have been adopted by City Council.

(b) This Article shall be applicable to contracts entered into after the rules and regulations have been adopted by City Council, unless the contract is awarded pursuant to an Invitation for Bid issued prior to adoption of the rules and regulations by City Council.

(c) Section 10.40.3 of this Article shall be applicable to contract amendments, entered into after the rules and regulations have been adopted by City Council if the initial contract was not subject to the provisions of this Article.

**Sec. 10.40.8. Consistency with Federal or State Law**

The provisions of this Article shall not be applicable to those instances in which its application would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

**Sec. 10.40.9. Severability**

If any provision of this Article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 21 2000

J. MICHAEL CAREY, City Clerk

By   
Deputy

Approved \_\_\_\_\_

\_\_\_\_\_

Approved as to Form and Legality

\_\_\_\_\_  
JAMES K. HAHN, City Attorney

By   
NOREEN VINCENT  
Assistant City Attorney

Said ordinance was presented to the Mayor on November 27, 2000; the Mayor returned said ordinance to the City Clerk on December 8, 2000 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Section 250(b), City Charter)

## CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

### A. CONTACT INFORMATION

#### CITY DEPARTMENT INFORMATION

Department of Public Works - LA Sanitation	John Karroum	(213)847-2931
City Department/Division Awarding Contract	City Contact Person	Phone
Source Testing of Landfill and Compost Air Pollution Control Equipment		
City Bid or Contract Number (if applicable) and Project Title		

#### BIDDER/CONTRACTOR INFORMATION

Total Air Analysis, Inc.			
Bidder/Proposer Business Name			
1210 E. 223rd Street Suite 314	Carson	CA	90745
Street Address	City	State	Zip
Russ P. Logan, President	(310)518-5133	(310)518-5107	
Contact Person, Title	Phone	Fax	

#### TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Russ P. Logan, President		August 23, 2017
Print Name, Title	Signature	Date

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** 21

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 06 / 30 / 1998 State of incorporation: CA

List the corporation's current officers.

President: Russ P. Logan

Vice President: Russ P. Logan

Secretary: Russ P. Logan

Treasurer: Russ P. Logan

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Limited Liability Company:** Date of formation: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of formation: \_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Partnership:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of formation: \_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Sole Proprietorship:** Date started: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

☐ **Joint Venture:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes     ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes     ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes     ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes     ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes    ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes    ☒ No

If **Yes**, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in business? 19 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes    ☐ No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes    ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes    ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes    ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**F. DISPUTES**

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

**G. COMPLIANCE**

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

#### H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

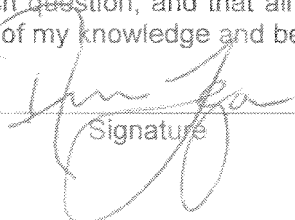
If Yes, explain on Attachment B the circumstances surrounding each instance.

#### CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Russ P. Logan, President

Print Name, Title



Signature

8/23/17

Date



## ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1

## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1

# Total Air Analysis, Inc.

<u>Date of Contract</u>	<u>Services Provided</u>	<u>Amount of Contract</u>	<u>Contract Number</u>
8/23/2010	Air Emissions Compliance Testing	\$5,750	AE1000349M
10/8/2010	Air Emissions Compliance Testing	\$10,550	AE0000460M
4/28/2010	Air Emissions Compliance Testing	\$2,550	AE0488103M
9/10/2010	Air Emissions Compliance Testing	\$5,825	AE1760091M
4/21/2011	Air Emissions Compliance Testing	\$7,400	AE1000349M
5/6/2011	Air Emissions Compliance Testing	\$2,600	AE1000392M
6/6/2011	Air Emissions Compliance Testing	\$5,750	AE1000394M
11/16/2012	Air Emissions Compliance Testing	\$2,600	AE13100611M
11/16/2012	Air Emissions Compliance Testing	\$5,400	AE13100604M
11/16/2012	Air Emissions Compliance Testing	\$9,150	AE13100603M
11/16/2012	Air Emissions Compliance Testing	\$6,250	AE13100613M
11/16/2012	Air Emissions Compliance Testing	\$6,625	AE13100612M
10/28/2013	Air Emissions Compliance Testing	\$27,225	AE14100086M
7/12/2014	Air Emissions Compliance Testing	\$20,175	AE14100086M
9/30/2015	Air Emissions Compliance Testing	\$26,950	AE16100405M
8/12/2016	Air Emissions Compliance Testing	\$19,900	AE17100622M

## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 2

<u>Date of Contract</u>	<u>Entity Name</u>	<u>Services Provided</u>	<u>Amount of Contract</u>	<u>Contract Number</u>
Annual-2016	Waste Management	Air Emissions Testing – Landfills	\$34,950	WM-161876
Annual-2015	Waste Management	Air Emissions Testing – Landfills	\$46,275	WM-151299
Annual-2014	Waste Management	Air Emissions Testing – Landfills	\$48,790	WM-140780
Annual-2013	Waste Management	Air Emissions Testing – Landfills	\$55,890	WM-130596
Annual-2012	Waste Management	Air Emissions Testing – Landfills	\$28,3580	WM-12032
Annual-2016	City of Hunt. Beach	Air Emissions Compliance Testing	\$23,960	HB-161408
Annual-2014	City of Hunt. Beach	Air Emissions Compliance Testing	\$24,900	HB-141220
Annual-2012	City of Hunt. Beach	Air Emissions Compliance Testing	\$25,200	HB-111008
Annual-2010	City of Hunt. Beach	Air Emissions Compliance Testing	\$23,980	HB-90778
Annual-2016	Google, Inc.	Air Emissions Compliance Testing	\$12,150	CBI-161452
Annual-2015	Google, Inc.	Air Emissions Compliance Testing	\$12,150	CBI-151329
Annual-2014	Google, Inc.	Air Emissions Compliance Testing	\$12,150	CBI-141252
Annual-2013	Google, Inc.	Air Emissions Compliance Testing	\$11,925	GS-131139
Annual-2012	Google, Inc.	Air Emissions Compliance Testing	\$11,925	GS-121063
Annual-2016	City of Whittier	Air Emissions Testing – Landfill Flare	\$5,150	CW-161464
Annual-2015	City of Whittier	Air Emissions Testing – Landfill Flare	\$5,150	CW-141248
Annual-2014	City of Whittier	Air Emissions Testing – Landfill Flare	\$6,600	CW-131187
Annual-2016	City of Redlands	Air Emissions Testing – Landfill Flare	\$4,975	CR-141218
Annual-2014	City of Redlands	Air Emissions Testing – Landfill Flare	\$4,265	CR-141218
Annual-2012	City of Redlands	Air Emissions Testing – Landfill Flare	\$4,400	CR-121068
Annual-2011	City of Redlands	Air Emissions Testing – Landfill Flare	\$5,885	CR-110953
Annual-2010	City of Redlands	Air Emissions Testing – Landfill Flare	\$4,850	SCS-100851
Annual-2015	City of Orange	Air Emissions Testing – Carbon Adsorber	\$4,230	SCS-151363
Annual-2014	City of Orange	Air Emissions Testing – Carbon Adsorber	\$3,780	SCS-141279
Annual-2013	City of Orange	Air Emissions Testing – Carbon Adsorber	\$4,230	SCS-131178
Annual-2011	City of Orange	Air Emissions Testing – Carbon Adsorber	\$3,780	CO-110976
Annual-2009	City of Orange	Air Emissions Testing – Carbon Adsorber	\$3,780	CO-90831

## ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Total Air Analysis, Inc. 1210 E. 223rd Street Suite 314 Carson, CA 90745 (310)518-5133

Company Name, Address and Phone Number

  
Signature of Officer or Authorized Representative

8/23/17

Date

Russ P. Logan

Print Name and Title of Officer or Authorized Representative

Department of Public Works - LA Sanitation

N/A

Awarding City Department

Contract Number

**EXHIBIT 5**

**BUSINESS TAX REGISTRATION CERTIFICATE**

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

## CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

ACTIVE TAX

ISSUED: 8/7/2017

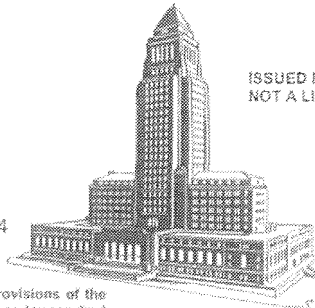
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000975929-0002-9	L049	PROFESSIONS / OCCUPATIONS	11/13/2009	ACTIVE

TOTAL AIR ANALYSIS INC  
1210 E 223RD ST STE 314  
CARSON CA 90745-4240

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY  
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED TO

1210 E 223RD STREET SUITE #314  
CARSON, CA 90745-4240



"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

ISSUED BY:

*Clare Bantels*

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

POR94 2506-01ev 11/15

IMPORTANT - READ REVERSE SIDE

<b>EXHIBIT 6</b>
------------------

**LOS ANGELES RESIDENCE INFORMATION**



## LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization:

Total Air Analysis, Inc.

I. Corporate or Main Office Address:

1210 E 223<sup>rd</sup> Street, S. 314

CARSON, Ca 90745

II. Total Number of Employees in Organization:

5

III. Number and Percentage of Employees in Organization who are Los Angeles City Residents:

1

20 %

**EXHIBIT 7**

**NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Russ P. Logan, depose and say that I am

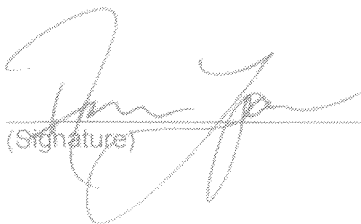
President of Total Air Analysis, Inc.  
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this Statement of Qualifications proposal to the City of Los Angeles, Department of Public Works Bureau of Engineering, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: May 24, 2019 at Carson, CA  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

  
(Signature)

<b>EXHIBIT 8</b>
------------------

**CITY OF LOS ANGELES CONTRACT HISTORY**

## CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

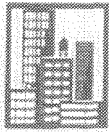
<u>Date of Contract</u>	<u>Services Provided</u>	<u>Amount of Contract</u>	<u>Contract Number</u>
8/23/2010	Air Emissions Compliance Testing	\$5,750	AE1000349M
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4/28/2010	Air Emissions Compliance Testing	\$2,550	AE0488103M
9/10/2010	Air Emissions Compliance Testing	\$5,825	AE1760091M
4/21/2011	Air Emissions Compliance Testing	\$7,400	AE1000349M
5/6/2011	Air Emissions Compliance Testing	\$2,600	AE1000392M
6/6/2011	Air Emissions Compliance Testing	\$5,750	AE1000394M
11/16/2012	Air Emissions Compliance Testing	\$2,600	AE13100611M
11/16/2012	Air Emissions Compliance Testing	\$5,400	AE13100604M
11/16/2012	Air Emissions Compliance Testing	\$9,150	AE13100603M
11/16/2012	Air Emissions Compliance Testing	\$6,250	AE13100613M
11/16/2012	Air Emissions Compliance Testing	\$6,625	AE13100612M
10/28/2013	Air Emissions Compliance Testing	\$27,225	AE14100086M
7/12/2014	Air Emissions Compliance Testing	\$20,175	AE14100086M
9/30/2015	Air Emissions Compliance Testing	\$26,950	AE16100405M
8/12/2016	Air Emissions Compliance Testing	\$19,900	AE17100622M

*Bial Air Analysis, Inc.*  
Name of Organization

*Russ P. Logan*  
Print Name

*8/22/17*  
Date

*[Signature]*  
Signature  
*President*  
Title



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid  
or proposal for the contract noted below. Please write legibly.*

☒ Original filing ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:  
54345

Awarding Authority (Department):  
Department of Public Works - LA Sanitation

Name of Bidder:  
Total Air Analysis, Inc.

Phone:  
(310)518-5133

Address:  
1210 E. 223rd Street Suite 314 Carson, CA 90745

Email:  
total\_air@msn.com

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 8/22/17

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

Name: Russ Logan

Title: President

Los Angeles Administrative Code § 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) "Public lease or license".

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**EXHIBIT 9**

**MUNICIPAL LOBBYING ORDINANCE**



# Municipal Lobbying Ordinance

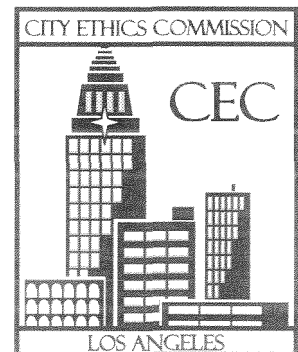
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◆◆◆ Los Angeles Municipal Code §§ 48.01 *et seq.*

*Effective January 30, 2013*

Prepared by



200 North Spring Street, 24<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 978-1960  
TTY (213) 978-2609  
<http://ethics.lacity.org>

# Los Angeles Municipal Lobbying Ordinance

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## Municipal Lobbying Ordinance

Los Angeles Municipal Code Chapter IV, Article 8

Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.

### SEC. 48.01. Title and Findings

A. **Title.** This Article shall be known and may be cited as the Los Angeles Municipal Lobbying Ordinance.

B. **Findings.** The following findings are adopted in conjunction with the enactment of this Article:

1. City Government functions to serve the needs of all citizens.
2. The citizens of the City of Los Angeles have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests.
3. All persons engaged in compensated lobbying activities aimed at influencing decisions by City government must, when so engaged, be subject to the same regulations, restrictions and requirements, regardless of their background, training or other professional qualifications or license.
4. Complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of local government.
5. It is in the public interest to ensure that lobbyists do not misrepresent facts, their positions, or attempt to

deceive officials through false communications, do not place City officials under personal obligation to themselves or their clients, and do not represent that they can control the actions of City officials.

6. It is in the public interest to adopt these amendments to the City's regulations of lobbyists to ensure adequate and effective disclosure of information about efforts to lobby City government.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

### SEC. 48.02. Definitions

The following terms used in this Article shall have the meanings set forth below. Other terms used in this Article shall have the meanings set forth in the California Political Reform Act of 1974, as amended, and in the regulations of the California Fair Political Practices Commission, as amended, if defined therein.

**"Activity expense"** means any payment, including any gift, made to or directly benefiting any City official or member of his or her immediate family, made by a lobbyist, lobbying firm, or lobbyist employer.

**"Agency"** means the City of Los Angeles or any department, bureau, office, board, commission, other agency of the City, or any other government agency, required to adopt a conflict of interest code subject

to City Council approval, and includes the City's Community Redevelopment Agency and the Los Angeles City Housing Authority.

- **"At the behest"** means under the control of, at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express prior consent of any elective City officer or candidate for elective City office. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate if the donation is solicited through a newspaper publication, through radio, television, or other mass media, or through a suggestion made to the entire audience at a public gathering. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate solely because the name of the officer or candidate is listed with other names on written materials used to request donations or the officer or candidate makes a speech to the entire audience or is honored and given an award at an event sponsored by the organization.

**"Attempting to influence"** means promoting, supporting, opposing or seeking to modify or delay any action on municipal legislation by any means, including but not limited to providing or using persuasion, information, statistics, analyses or studies. A person attempts to influence municipal legislation when he or she engages in lobbying activities for the purpose of influencing a decision.

**"City official"** means any elective or appointed City officer, member, employee or consultant (who qualifies as a public official within the meaning of the Political Reform Act) of any agency, who,

as part of his or her official duties, participates in the consideration of any municipal legislation other than in a purely clerical, secretarial or ministerial capacity.

**"Client"** means both

- (1) the person who compensates a lobbyist or lobbying firm for the purpose of attempting to influence municipal legislation and
- (2) the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal legislation, even if the lobbyist or lobbying firm is compensated by another person for such representation.

However, if a lobbyist or lobbying firm represents a membership organization and individual members of that organization, an individual member is not a client solely because the member is individually represented by the lobbyist or lobbying firm unless the member makes a payment for such representation in addition to usual membership fees.

**"Compensated services"** means services for which compensation was paid during a reporting period or for which the lobbyist or lobbying firm became entitled to compensation during that period.

**"Controlled committee"** means any committee controlled by an elective City officer or candidate for any elective City office, including any campaign, officeholder, legal defense fund, or ballot measure committee.

**"Direct communication"** means appearing as a witness before, talking to (either by telephone or in person),

corresponding with, or answering questions or inquiries from, any City official or employee, either personally or through an agent who acts under one's direct supervision, control or direction.

**"Donation"** means a payment for which full and adequate consideration is not received.

**"Elective city officer"** means the Mayor, City Attorney, Controller and Member of the City Council.

**"Elective officer"** means any person who is a City Council Member, City Attorney, Controller or Mayor, whether appointed or elected.

**"Fundraiser"** means an individual who receives compensation to engage in fundraising activity as defined in this section.

**"Fundraising activity"** means soliciting a contribution or hosting or sponsoring a fundraising event or hiring a fundraiser or contractor to conduct any event designed primarily for political fundraising at which contributions for an elective City officer, candidate for elective City office, or any of his or her controlled committees are solicited, delivered or made.

**"Host or sponsor"** means to provide the use of a home or business to hold a political fundraising event without charging market value for the use of that location; to ask more than 25 persons to attend the event; to pay for at least a majority of the costs of the event; or to provide the candidate, campaign, committee and/or fundraiser more than 25 names to be used for invitations to the event.

**"Lobbying activities"** includes the following and similar compensated conduct when that conduct is related to a direct communication to influence any municipal legislation:

- (1) engaging in, either personally or through an agent, written or oral direct communication with a City official;
- (2) drafting ordinances, resolutions or regulations;
- (3) providing advice or recommending strategy to a client or others;
- (4) research, investigation and information gathering;
- (5) seeking to influence the position of a third party on municipal legislation or an issue related to municipal legislation by any means, including but not limited to engaging in community, public or press relations activities; and
- (6) attending or monitoring City meetings, hearings or other events.

**"Lobbying entity"** means a lobbyist, lobbying firm or lobbyist employer, as defined in this article.

**"Lobbying firm"** means any entity, including an individual lobbyist, which receives or becomes entitled to receive \$1,000 or more in monetary or in-kind compensation for engaging in lobbying activities (either personally or through its agents) during any consecutive three-month period, for the purpose of attempting to influence municipal legislation on behalf of any other person, provided any partner, owner,

shareholder, officer or employee of the entity qualifies as a lobbyist. Compensation does not include reimbursement of or payment for reasonable travel expenses. An entity receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this article or is received for other activities as well; however, only that portion of compensation received for the lobbying activities shall count toward the qualification threshold. An entity **"becomes entitled to receive compensation"** when the entity agrees to provide services regulated by this Article, or performs those services, whether or not payment is contingent on the accomplishment of the client's purposes.

**"Lobbyist"** means any individual who is compensated to spend 30 or more hours in any consecutive three-month period engaged in lobbying activities which include at least one direct communication with a City official or employee, conducted either personally or through agents, for the purpose of attempting to influence municipal legislation on behalf of any other person.

Compensation does not include reimbursement of or payment for reasonable travel expenses. A person receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this Article or is received for both lobbying activities and other activities as well. However, only the compensation for the lobbying activities shall be calculated to determine whether an individual qualifies as a lobbyist. An individual **"becomes entitled to receive**

**compensation"** when the individual or the entity in which the individual is an employee, partner, owner, shareholder or officer, agrees to provide services regulated by this Article, or performs those services, regardless of whether payment is contingent on the accomplishment of the client's purposes. A lobbyist includes a person who owns an investment in a business entity if that person attempts to influence municipal legislation on behalf of the business entity and if the person acquires the investment as compensation for his or her lobbying services or in contemplation of performing those services.

**"Lobbyist employer"** means an entity, other than a lobbying firm, that employs a lobbyist in-house to lobby on its behalf.

**"Major filer"** means any person who makes payments or incurs expenditures totaling \$5,000 or more during any calendar quarter for public relations, media relations, advertising, public outreach, research, investigation, reports, analyses, studies, or similar activities, for the purpose of attempting to influence action on any proposed or pending matter of municipal legislation, if these payments or expenditures are not required to be reported on a lobbyist or lobbying firm quarterly report. A **"major filer"** does not include a lobbyist, lobbyist employer, or lobbying firm. Expenditures and payments for regularly published newsletters or other routine communications between an organization and its members shall not be counted for the purpose of this definition.

**"Municipal legislation"** means any legislative or administrative matter proposed or pending before any agency (as defined in this Article), including but

not limited to those involving the granting, denial, revocation, restriction or modification of a license, permit or entitlement for use (including all land use permits) if the Mayor, the City Council, any of its committees, any agency board, commission, committee, or general manager, or any agency officer or employee charged by law with holding a hearing and making a decision, is charged by law with making a final decision on the matter. However, **"municipal legislation"** does not include any of the following:

- (1) A request for advice or for an interpretation of laws, regulations, City approvals or policies, or a direct response to an enforcement proceeding with the City Ethics Commission.
- (2) Any ministerial action. An action is ministerial if it does not require the City official or employees involved to exercise discretion concerning any outcome or course of action.
- (3) Any action relating to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or memorandum of understanding between an agency and a recognized employee organization, or a proceeding before the Civil Service Commission or the Employee Relations Board. Further, it does not include management decisions as to the working conditions of represented employees that clearly relate to the terms of such collective bargaining agreement or memorandum of understanding. Nevertheless,

**"municipal legislation"** does include any action relating to collective bargaining taken by the City Council, any of its committees or members (including the staffs of such members), or by the Mayor or his or her office.

- (4) Preparation or compilation of any radius map, vicinity map, plot plan, site plan, property owners or tenants list, abutting property owners list, photographs of property, proof of ownership or copy of lease, or neighbor signatures required to be submitted to the City Planning Department.

**"Person"** means any individual, business entity, trust corporation association, committee, or any other organization or group of persons acting in concert.

**"Solicit"** means to ask, personally or through an agent, that another person make a contribution to an elective City officer or candidate for City office, or to his or her controlled committee, including allowing one's signature to be used on a written request for funds. For purposes of this article, a lobbying entity solicits a contribution only when the lobbying entity does so

- (1) at the behest of the elective City officer or candidate for elective City office, or his or her campaign treasurer, campaign manager, or member of his or her fundraising committee, or
- (2) if the lobbying entity has informed the candidate or officer that the person is soliciting the contributions.

A person does not solicit, however, by making a request for funds publicly to at least a majority of persons who attend



any public gathering, or by making a request that appears published in a newspaper, on radio or television.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

*Amended by Ord. No. 172479, effective 4/10/99.*

*Amended by Ord. No. 175432, effective 9/28/03.*

*Amended by Ord. No. 178064, effective 1/15/07.*

*Amended by Ord. No. 178356, effective 3/12/07.*

### **SEC. 48.03. Exemptions**

The following persons are exempt from the requirements of this Article:

- A. Any public official acting in his or her official capacity, and any government employee acting within the scope of his or her employment.
- B. A newspaper or other regularly published periodical, radio or television station or network, including any individual who owns, publishes or is employed by such newspaper, periodical or station or network, when, in the ordinary course of its business, it publishes or broadcasts news, editorials or other comments, or paid advertising, which directly or indirectly attempts to influence action on municipal legislation. This exemption does not apply to any other action by any such newspaper, periodical, station or network, or by any such person, to attempt to influence municipal legislation, if such activity otherwise regulated by this Article.
- C. A person acting without any compensation or consideration other than reimbursement or payment of reasonable travel expenses.
- D. Any person whose only activity is submitting a bid on a competitively bid

contract, submitting a written response to or participating in an oral interview for a request for proposals or qualifications, or negotiating the terms of a written agreement with any City agency if selected pursuant to that bid or request for proposals or qualifications. Except with regard to persons covered by subsections E and F, this exemption shall not apply to any person who attempts to influence the action of the Mayor or Mayor's staff, any member of the City Council or their staffs, or any board or commission member with regard to any such contract.

- E. Any organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, which receives funding from any federal, state or local government agency for the purpose of representing the interests of indigent persons and whose primary purpose is to provide direct services to those persons, if the individual or individuals represented by the organization before any City agency provide no payment to the organization for that representation. This exemption shall not apply to direct contracts with a City official in other than a publicly noticed meeting, for the purpose of attempting to influence a City decision with regard to any City funding which the organization is seeking.
- F. Any person employed by an organization described in Subsection E with respect to his or her activities as an employee of the organization.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

#### **SEC. 48.04 Prohibitions**

No lobbyist or lobbying firm subject to the requirements of this Article shall:

- A. Do any act with the purpose and intent of placing any City official under personal obligation to the lobbyist, the lobbying firm, or to the lobbyist's or firm's employer or client.
- B. Fraudulently deceive or attempt to deceive any City official with regard to any material fact pertinent to any pending or proposed municipal legislation.
- C. Cause or influence the introduction of any municipal legislation for the purpose of thereafter being employed or retained to secure its passage or defeat.
- D. Cause any communication to be sent to any City official in the name of any nonexistent person or in the name of any existing person without the consent of such person.
- E. Make or arrange for any payment to a City official, or act as an agent or intermediary in making any such payment by any other person, if the arrangement or the payment would violate any provision of the City's Governmental Ethics Ordinance (Los Angeles Municipal Code Section 49.5.1, et seq.)

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

#### **SEC. 48.05. Record Keeping Responsibilities**

- A. Lobbying entities and major filers shall prepare and retain detailed records (including all books, papers and other documents) needed to comply with the requirements of this Article. Treasurers and fundraisers for elective City officeholders and City candidates, or for any elective City officer's or City candidate's controlled committees shall prepare and retain detailed contribution activity records for any contributions received as a result of fundraising activity engaged in by a lobbyist, lobbying firm or lobbyist employer, as defined by this article. These records shall be retained for not less than four years.
- B. If a lobbying entity engages in fundraising activities as defined in Section 48.02 of this Code at the behest of a candidate or officeholder running for elective City office, the lobbying entity shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities.
- C. If an officeholder or a candidate running for elective City office contracts with a lobbying entity to engage in fundraising activity as described in Section 48.02 of this Code, the committee treasurer and fundraiser shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities. The treasurer and fundraiser shall make the records available to the lobbying entity upon request of the lobbying entity.

- D. If a lobbying entity delivers or sends written communications to a certified neighborhood council in an attempt to influence municipal legislation as described in Section 48.08.8 of this Article, the lobbying entity shall prepare and maintain detailed records of these written communications for not less than four years.

*History:*

*Amended by Ord. No. 175432, effective 9/28/03.*

#### **SEC. 48.06. Filing Methods**

- A. All registrations, reports, and other filings required by this Article must be submitted under penalty of perjury by the person who is required to file and must be filed in a format prescribed by the Ethics Commission. The Ethics Commission must provide public access to all filings.
- B. Lobbying entities and persons who qualify as lobbying entities must file registrations, quarterly reports, terminations and amendments to those filings electronically.
- C. If an electronic filing is required, the Ethics Commission must provide a unique identifier to the person who is required to file, to be used in place of a physical signature for submitting and verifying data under penalty of perjury. All electronic filings are presumed to be filed under penalty of perjury by the person required to file.
- D. If a paper filing is required, it must contain the physical signature of the person who is required to file. A document is considered filed on the earlier of the date of receipt by the Ethics Commission or the date of the

postmark if it is mailed and bears the correct address and postage.

*History:*

*Amended by Ord. No. 177105, effective 12/18/05.*

*Amended by Ord. No. 182360, effective 1/30/13.*

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#### **SEC. 48.07. Registration**

- A. **Requirement.** An individual who qualifies as a lobbyist shall register with the City Ethics Commission within 10 days after the end of the calendar month in which the individual qualifies as a lobbyist. A person, including an individual lobbyist, shall register with the City Ethics Commission as a lobbying firm within 10 days after the end of the calendar month in which a partner, owner, shareholder, officer or employee qualifies as a lobbyist. If a person is not registered as a lobbyist or lobbying firm, but is performing acts which would require that person to so register, that person may continue to act as a lobbyist or lobbying firm so long as the person registers with the City Ethics Commission within 10 days after the person knew or should have known of the obligation to register. A lobbyist or lobbying firm shall register each client on whose behalf or from which the lobbyist or lobbying firm receives or becomes entitled to receive \$250 or more in a calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation.
- B. **Duration of Status.** A person who registers as a lobbyist or lobbying firm shall retain that status through December 31 of that year unless and until that person terminates the status as set forth below.

**C. Registration Fees.** Every lobbyist shall pay an annual registration fee of \$450 plus \$75 for each client on whose behalf or from which the lobbyist receives or becomes entitled to receive \$250 or more in a calendar quarter. Persons who initially register during the last quarter of a calendar year (October through December) shall pay prorated registration fees of \$337 for each lobbyist plus \$56 for each client.

**D. Contents of Registration Statements — Lobbyists.**

Registration statements of lobbyists shall contain the following:

1. The lobbyist's name, business address, business email, and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is an employee, partner, officer or owner.
3. If the lobbyist is not an employee, partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. Each City agency that the lobbyist has the authority to attempt to influence on behalf of any client or employer.
5. A statement that the lobbyist has reviewed and understands the requirements of this Article.
6. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**E. Contents of Registration Statements — Lobbying Firms**

Registration statements of lobbying firms (including individual contract lobbyists) shall contain the following:

1. The name, address, email, and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. For each client on whose behalf or from which the firm received or became entitled to receive \$250 in compensation during the calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation within the meaning of this Article:
  - (a) The client's name, business or residence address, and business or residence telephone number.
  - (b) The period during which the representation will occur.
  - (c) The item or items of municipal legislation for which the firm was retained to represent the client, or, if no specific items of municipal legislation for which the firm was retained to represent the client can be identified, a description of the types of municipal legislation for which the firm was retained to represent the client.
  - (d) Each City agency that the lobbying firm has the authority to attempt to influence on behalf of the client.
  - (e) In the case of a lobbyist who is an individual contract lobbyist, a

statement that he or she has reviewed and understands the requirements of this Article.

- (f) The name, address, email, and telephone number of the person responsible for preparing the statement.
- (g) Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

#### **F. Amendments to Registrations.**

Lobbyists and lobbying firms shall file amendments to their registration statements within 10 days of any change in information required to be set forth on the registration statement.

**G. Termination.** Any person registered under this Article shall file a termination statement with the City Ethics Commission within 20 days after ceasing all activity governed by this Article.

**H. Education Requirement.** Every individual who is required to register as a lobbyist shall attend a City lobbying information session conducted by the City Ethics Commission no less than once every two calendar years, according to the following schedule:

- (1) An individual who has not registered as a lobbyist in the immediately preceding two calendar years shall attend a City lobbying information session within six months of his or her registration date as a lobbyist.
- (2) A registered lobbyist who did not attend a City lobbying information session during the previous

calendar year shall attend a City lobbying session by the end of the current calendar year.

- (3) A registered lobbyist who attends a City lobbying information session during the current calendar year is not required to attend a City lobbying information session during the following calendar year.

#### *History:*

*Amended by Ord. No. 172479, effective 4/10/99.*

*Amended by Ord. No. 175028, effective 2/5/03.*

*Amended by Ord. No. 182360, effective 1/30/13.*

### **SEC. 48.08. Disclosure Reports**

**A. Reporting Requirement.** Every lobbyist, lobbying firm, lobbyist employer and major filer shall file the quarterly disclosure reports required by this Section on or before the last day of the month following each calendar quarter.

- 1. All lobbyists and lobbying firms shall file quarterly reports for every calendar quarter during which they retain that status. An individual who qualifies both as a lobbyist and lobbying firm shall file only a lobbying firm quarterly report. Lobbyist employers shall file quarterly reports for every calendar quarter during which any individual employed by that employer retains the status as lobbyist. Information required to be disclosed concerning compensation received or expenditures made for lobbying shall be disclosed either by the lobbyist or by his or her lobbying firm or employer.
- 2. Major filers shall file quarterly reports for every calendar quarter

during which they made qualifying payments or incurred qualifying expenditures totaling \$5,000 or more.

3. Quarterly reports shall disclose all required information for the calendar quarter immediately prior to the month in which the report is required to be filed.

**B. Quarterly Reports by Lobbyists — Contents.** Quarterly reports by lobbyists shall contain the following information:

1. The lobbyist's name, business address and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is a partner, owner, shareholder, officer or employee.
3. If the lobbyist is not a partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. The date, amount and description of each activity expense of \$25 or more made by the lobbyist during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbyist attempted to influence the official on behalf of the client.
5. The total amount of activity expenses made by the lobbyist during the reporting period, whether or not itemized.
6. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist made contributions of \$100 or more, or which were delivered by the lobbyist, or in connection with which the lobbyist acted as an intermediary during the reporting period, and the date and amount of the contribution.
7. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist knows or has reason to know were raised as a result of the activity.
8. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
9. The date, amount and description of one or more donations aggregating

\$1,000 or more made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

10. If, during the quarterly reporting period, the lobbyist provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services, and a description of the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.

11. If, during the quarterly reporting period, the lobbyist provided compensated services under contract with the City or with any City agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other

identification of the contract and the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.

12. Each City agency that the lobbyist attempted to influence.

13. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**C. Quarterly Reports by Lobbying Firms — Contents.** Quarterly reports by lobbying firms, including individual contract lobbyists, shall contain the following information:

1. The name, address, email, and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. The name, address and telephone number of each client that is required to be registered and was represented by the firm during the reporting period; a description of each item of municipal legislation for which the firm or its lobbyists represented the client during the reporting period; the total amount of payments received by the firm from each client (including all fees, reimbursements for expenses and

other payments) during the reporting period for such representation.

municipal legislation during the reporting period; and

4. The total payments received from clients required to be registered by the firm during the reporting period in connection with the firm's representation of clients on municipal legislation.
  5. The date, amount and description of each activity expense of \$25 or more made by the lobbying firm during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbying firm attempted to influence the official on behalf of the client.
  6. The total amount of activity expenses made by the lobbying firm during the reporting period, whether or not itemized.
  7. The total amount of expenses incurred in connection with attempts by the firm to influence municipal legislation. These expenses shall include:
    - (a) total payments to lobbyists employed by the firm;
    - (b) total payments to employees of the firm, other than lobbyists, who engaged in attempts to influence
- (c) all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
  8. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbying firm made contributions of \$100 or more, or which were delivered by the lobbying firm, or in connection with which the lobbying firm acted as an intermediary during the reporting period, and the date and amount of the contribution.
  9. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbying firm engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbying firm knows or has reason to know were raised as a result of the activity.
  10. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and



address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

11. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. If, during the quarterly reporting period, the lobbying firm provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services and a description of the services provided.
13. If, during the quarterly reporting period, the lobbying firm provided compensated services under contract with the City or with any agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. For

an individual contract lobbyist who qualifies as a lobbying firm, such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, regardless of whether the compensation was provided directly to the lobbyist or to such business entity.

14. For an individual contract lobbyist who qualifies as a lobbying firm, each City agency that the lobbyist attempted to influence.
15. The name, address, email, and telephone number of the person responsible for preparing the report.
16. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**D. Quarterly Reports by Lobbyist Employers — Contents.** Quarterly reports by lobbyist employers shall contain the following information.

1. The name, address, email, and telephone number of the entity filing the report.
2. The name of each lobbyist who is employed by the entity.
3. Total payments during the reporting period to lobbyists employed by the entity. Such payments shall include solely payments for compensation and reimbursement of expenses relating to the lobbyists' attempts to influence municipal legislation.

4. Total payments to employees of the entity, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period. Such payments shall include payments for compensation and reimbursement of expenses relating to such persons' attempts to influence municipal legislation.
5. Total payments for expenses incurred in connection with attempts by the entity during the reporting period to influence municipal legislation. These expenses shall include all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
6. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
7. The date, amount and description of each activity expense of \$25 or more made by the lobbyist employer during the reporting period, the name and title of the City official benefiting from the expense, and the name and address of the payee.
8. The total amount of activity expenses made by the lobbyist employer during the reporting period, whether or not itemized.
9. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist employer made contributions of \$100 or more, or which were delivered by the lobbyist employer, or in connection with which the lobbyist employer acted as an intermediary during the reporting period, and the date and amount of the contribution.
10. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist employer engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist employer knows or has reason to know were raised as a result of the activity.
11. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit

organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

13. The name, address, email, and telephone number of the person responsible for preparing the report.
14. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**E. Quarterly Reports by Major Filers — Contents.** Quarterly reports by major filers shall contain the following information:

1. The name, address and telephone number of the person filing the report.
2. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
3. The total payments made during the reporting period for the purpose of attempting to influence action on each proposed or pending matter of municipal legislation.
4. The name, address and telephone number of the person responsible for preparing the report.
5. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provision of this Article.

*History:*

*Amended by Ord. No. 175432 effective 9/28/03.  
Renumbered by Ord. No. 175432 effective 9/28/03.  
Amended by Ord. No. 182360, effective 1/30/13.*

#### **SEC. 48.08.5. Copies of Solicitations**

Each lobbying entity that produces, pays for, mails or distributes more than 50 substantially similar copies of a written political fundraising solicitation for any controlled committee of an elective City officer or candidate relating to seeking or holding City elective office or supporting or opposing a City ballot measure shall send a copy of the solicitation to the City Ethics Commission for public access, at the time the solicitation is sent or otherwise distributed, and shall report on its next quarterly report the date(s) on which it is mailed or distributed and a general description of the content of the solicitation, the number of pieces mailed or distributed, and name of the elective City officer, or candidate or City ballot measure committee for which the funds were solicited.

*History:  
Added by Ord. No. 175432, effective 9/28/03.*

#### **SEC. 48.08.6. Lobbying Disclosure — Political Contributions**

- A. Each lobbying entity, which makes one or more contributions to an elective City officer and/or to any or all of his or her controlled committees, shall file a notice with the City Ethics Commission each time the making of a contribution results in the lobbying entity having made contributions aggregating more than \$7,000 to the officer and/or his or her controlled committees within the past 12 months. The notice shall be filed on a form prescribed by the Commission

within one business day after making a contribution that triggers the filing requirement. The notice shall contain the following information:

1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, to which the lobbying entity made contributions aggregating more than \$7,000 during the past twelve months, and the date and amount of each contribution.
2. For purposes of this section, a "controlled committee" does not include any committee controlled by an elective City officer that is
  - (a) formed to support or oppose a ballot measure or
  - (b) formed to support the election of that officer to other than elective City office.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.

- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

*History:*

*Added by Ord. No. 175432, effective 9/28/03.*

#### **SEC. 48.08.7. Lobbying Disclosure — Fundraising Activity**

- A. Every lobbying entity who within any 12 month period (i) engaged in fundraising activities on behalf of an elective City officer and/or any and all of his or her controlled committees, and which knows or has reason to know that the fundraising activities resulted in contributions, and/or (ii) delivered or acted as an intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, shall file a notice with the City Ethics Commission any time the activities identified in (i) and/or (ii) aggregate more than \$15,000 in the case of a member of the City Council, or more than \$35,000 in the case of the Mayor, City Attorney, or Controller. The notice shall be filed on a form prescribed by the City Ethics Commission within one business day after any of these thresholds is exceeded. The notice shall contain the following information:
  1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, on whose behalf the lobbying entity engaged in fundraising activities, or

delivered or acted as intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, the date of the fundraising activity, and the amount of contributions raised, delivered or in connection with which the lobbying entity acted as an intermediary.

2. For purposes of this section, a "controlled committee" does not include any committee controlled by an elective City officer that is

- (a) formed to support or oppose a ballot measure or
- (b) formed to support the election of that officer to other than elective City office.

3. For purposes of this notification, if a fundraising event is sponsored or hosted by more than one person, the amount of contributions received at or as a result of the event shall be attributed to each lobbying entity who hosted or sponsored the event according to the amount of the contributions that resulted from that lobbying entity's fundraising activities. If a contribution results from the fundraising of more than one person and/or lobbying entity, that contribution shall be apportioned equally to each of the persons and/or lobbying entity that engaged in the fundraising activity.

- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only

include information relative to one elective officer.

- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

*History:*

*Added by Ord. No. 175432, effective 9/28/03.*

#### **Sec. 48.08.8. Lobbying Disclosure — Written Communications to Neighborhood Councils**

- (a) No lobbying entity registered with the City of Los Angeles shall deliver or send to a certified neighborhood council a written communication on behalf of a client, including, but not limited to, letters, faxes, electronic messages, and flyers, without a disclosure indicating that the communication was delivered or sent by that lobbying entity.
- (b) For purposes of subsection (a), the required disclosure shall be printed clearly and legibly in no less than 8-point type in a color or print that contrasts with the background so as to be legible and shall be presented in a clear and conspicuous manner in

the written communication. The disclosure shall include all of the following information applicable to the written communication:

- (1) The name of the lobbyist(s) that prepares, delivers or sends the written communication;
- (2) The name of the registered lobbying firm(s) or lobbyist employer(s) who employs the lobbyist(s) that prepares, delivers or sends the written communication; and,
- (3) The name of the client or clients on whose behalf the lobbying entity prepares, delivers, or sends the written communication in an attempt to influence municipal legislation.

*History:*

*Added by Ord. No. 176034, effective 7/26/04.*

## **SEC. 48.09 Compliance Measures and Enforcement**

A. **Audits.** The City Ethics Commission shall have the authority to conduct audits of reports and statements filed pursuant to this Article. Such audits may be conducted on a random basis or when the City Ethics Commission staff has reason to believe that a report or statement may be inaccurate or has not been filed.

### **B. Criminal Penalties.**

1. Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor. Any person who knowingly or willfully causes any other person to violate any provision of this article, or who knowingly or willfully aides

and abets any other person in violation of any provision of this article, is guilty of a misdemeanor.

2. Prosecution for violation of any provision of this article must be commenced within one year after the date on which the violation occurred.
3. No person convicted of a violation of this Article may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one year after such conviction.

### **C. Civil Enforcement.**

1. Any person who knowingly violates any provision of Section 48.04 shall be liable in a civil action brought by the City Attorney. Any person who intentionally or negligently violates any other provisions of this Article shall be liable in a civil action brought by the City Attorney. Failure to properly report any receipt or expenditure may result in civil penalties not to exceed the amount not properly reported, or \$2,000, whichever is greater. Any other violation may result in civil penalties no greater than \$2,000. If the court determines that a violation was intentional, the court may order that the defendant be prohibited from acting as a lobbyist or otherwise attempting to influence municipal legislation for one year.
2. In determining the amount of liability pursuant to this subsection, the court shall take into account the seriousness of the violation and the

degree of culpability of the defendant.

3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
4. No civil action alleging a violation of this Article shall be filed more than four years after the date the violation occurred.

D. **Injunction.** The City Attorney on behalf of the people of the City of Los Angeles may seek injunctive relief to enjoin violations of or to compel compliance with the provisions of this article.

E. **Administrative Penalties.** The City Ethics Commission may impose penalties and issue orders for violation of this Article pursuant to its authority under Charter Section 706(c).

F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific

written notice to the filer of the filing requirement.

**G. Restriction on Person Who Violates Certain Laws.**

1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
2. If the City Ethics Commission makes a finding that the person has either
  - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or
  - (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.

**H. Contract Bidder Certification of Compliance With Lobbying Laws.**

1. Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.
2. Each agency shall include the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications, or other solicitation related to entering into a contract with the City. The ordinance must be provided in at least 10-point font and may be provided on paper, in an electronic format, or through a link to an online version of the ordinance. The ordinance is not required to be printed in a newspaper notice of the solicitation.
3. This subsection does not apply to the renewal, extension, or amendment of an existing contract, as long as the solicitation for the original contract met the requirements in Paragraphs 1 and 2 above and the renewal, extension, or amendment does not involve a new solicitation.

4. For purposes of this subsection, "agency" does not include a state agency operating solely within the City such as the Community Redevelopment Agency or Los Angeles City Housing Authority.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

*Amended by Ord. No. 171142, effective 8/3/96.*

*Amended by Ord. No. 172942, effective 1/21/00.*

*Amended by Ord. No. 178064, effective 1/15/07.*

*Amended by Ord. No. 179934, effective 7/21/08.*

**SEC. 48.10. Ethics Commission Reports**

As soon as practicable after the close of each quarterly reporting period, the City Ethics Commission shall prepare a report to the Mayor and City Council of lobbying activity which occurred during the reporting period. Such report shall be in a form which, in the opinion of the Commission, best describes the activities, receipts and expenditures of persons subject to the requirements of this article.

*History:*

*Added by Ord. No. 169916, effective 8/10/94.*

**SEC. 48.11. Severability**

If any provision of this article, or its application to any person or circumstance, is held invalid by any court, the remainder of this article and its application to other persons and circumstances, other than that which has been held invalid, shall not be affected by such invalidity, and to that extent the provisions of this article are declared to be severable.

*History:*

*Added by Ord. No. 169916, effective 8/10/94.*

. . . . .



<b>EXHIBIT 10</b>
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**CONTRACT BIDDER CAMPAIGN CONTRIBUTION  
AND FUND RAISING RESTRICTIONS**



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 979-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

*This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.*

☒ Original filing ☐ Amended filing (original signed on \_\_\_\_\_, last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable):

N/A

Date Bid Submitted:

08/28/2017

Description of Contract (title of RFP and services to be provided):

Source Testing of Landfill and Compost Air Pollution Control Equipment

City Department Awarding the Contract:

Department of Public Works - LA Sanitation

### BIDDER INFORMATION

Name: Total Air Analysis, Inc.

Address: 1210 E 223rd Street Suite 314 Carson, CA 90745

Email: total\_air@msn.com Phone: (310)518-5133

### SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- ☒ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☐ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☒ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 3

### BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 08/22/2017

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

Name: \_\_\_\_\_

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

Russ Logan

President



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

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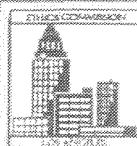
Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders)

### Form 55

#### SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

**EXHIBIT 11**

**IRAN CONTRACTING ACT OF 2010**

# **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

## **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) <i>TOTAL Air Analysis, Inc</i>		BTRC (or n/a) <i>N/A</i>
By (Authorized Signature) <i>[Signature]</i>		
Print Name and Title of Person Signing <i>Kiss P. Logan</i> <i>President</i>		
Date Executed <i>8/22/17</i>	City Approval (Signature)	(Print Name)

## **OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

## Iran Contracting Act of 2010 - Implementation and Processing Procedures

### Overview:

The Iran Contracting Act of 2010 prohibits bidders engaged in investment activities in Iran, from bidding, submitting proposal for, entering into or renewing contracts with the City for goods and services of \$1,000,000 or more.

A bidder or proposer who engages in investment activities in Iran is defined as either:

1. A bidder or proposer providing goods or services of \$20,000,000 or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector or Iran; OR
2. A bidder that is a financial institution that extends twenty million dollars \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the list created by the State of California, Department of General Services (DGS) as a person engaging in the investment activities in Iran.

All bidders or proposers for department contracts of \$1,000,000 or more shall certify that they are not identified on the DGS list of ineligible businesses or persons, and that they are **not** engaged in investment activities in Iran by signing and submitting the *Iran Contracting Act of 2010 Compliance Affidavit*.

### Implementation & Processing:

- All bidders or proposers for a Department contract valued at \$1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.
- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is: <http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>
  - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.
- In the event that the awarding authority intends to award a contract valued at \$1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

Any questions regarding the Iran Contracting Act of 2010 may be directed to the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) at [PPO@dgs.ca.gov](mailto:PPO@dgs.ca.gov). For more information, the webpage for the OPPL is located at [www.dgs.ca.gov/pd/Resources/PDLegislation.aspx](http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx).