

COUNTY OF LOS ANGELES
AGRICULTURAL COMMISSIONER/
WEIGHTS AND MEASURES

GENERAL SPECIFICATIONS
FOR
ENVIRONMENTAL TOXICOLOGY LABORATORY

December 2004

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A. GENERAL SPECIFICATIONS

1. Definitions

- a. "Approved" when used herein shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Weights and Measures unless otherwise defined.
- b. "Bidder" when used herein shall refer to a party or firm proposing to do the work specified.
- c. "Contractor" or "Vendor" when used herein shall refer to a person, firm, or corporation having a contract with the County of Los Angeles for the performing of chronic toxicity testing for the said county.
- d. "County" when used herein shall refer to the County of Los Angeles, California and all incorporated cities served by the County.

2. Personal Liability

- a. No member of the Board of Supervisors or any other officer, authorized assistant, deputy, employee, or agent of the County shall be personally liable for any claim arising under the contract.

3. Errors and Omission

- a. The Contractor will not be allowed to take advantage of any error or omission in these Specifications. Such errors or omissions should be brought to the immediate attention of the Agricultural Commissioner/Director of Weights and Measures. Full instructions will always be given when such error or omission is discovered.

4. Qualifications of Bidder

- a. The bidder shall satisfy the County of his or her ability to perform the work contemplated. The condition of the equipment to be used and the Contractor's previous experience, reputation, and financial responsibility will be considered in awarding the contract. The bidder must be accredited by California Health Services for Field of Testing 119.

5. Interpretations of Specifications

- a. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Bid and/or Specifications or finds discrepancies in, or omissions from said Bid and/or Specifications, he or she may submit to the Agricultural Commissioner/Weights and Measures Department a written request for an interpretation or correction thereof. The person submitting the request will be

responsible for its prompt delivery. Any interpretation or correction of said Bid and/or Specifications will be made only by Addendum duly issued by the Agricultural Commissioner/Weights and Measures Department and a copy of such Addendum will be mailed or delivered to each person receiving a set of said Specifications. The County of Los Angeles will not be responsible for any explanation or interpretations except by said Addendum.

6. Protest Process

Any actual or prospective Bidder may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Bidder challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

Grounds for Review: Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements
A person or entity may seek a Solicitation Requirements Review by submitting page 20 of Bidder's Required Documents along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:
 - 1) The request for a Solicitation Requirements Review must be received by January 21, 2005;
 - 2) The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid;
 - 3) The request for a Solicitations Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
 - 4) The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Bidder; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Bidder, in writing, within a reasonable time prior to the bid due date.

All Requests for Review should be submitted to Agricultural Commissioner, Los Angeles County Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Road, Arcadia CA 91006.

- **Review of a Disqualified Bid**
Disqualification Review
A bid may be disqualified from consideration because the County determined it was a non-responsive bid at any time during the review process. If the County determines that a bid is disqualified due to non-responsiveness, the County shall notify the Bidder in writing. Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

- **Review of Department's Proposed Contractor Selection**
Upon completion of the review, the department shall notify the remaining Bidders in writing that the department is recommending a contract with another Bidder. Upon receipt of the letter, the Bidder may submit a written request for a Proposed Contractor Selection Review if they assert that their bid should have been determined to be the lowest cost, responsive and responsible bid.

7. Invitation for Bid

- a. Blank spaces in the Bid Proposal must be properly filled in. Any unauthorized conditions, limitations or provisions attached to an Invitation for Bid may render it informal and cause its rejection. Alterations by erasure or interlineation must be explained or noted in the Bid Proposal over the signature of the Bidder. A Corporation submitting a Bid Proposal may be required, before the contract is finally awarded, to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.

B. CONTRACT SPECIFICATIONS

1. Duration of Contract

- a. The contract shall run until June 30, 2006 as directed by the Agricultural Commissioner/Weights and Measures Department.

- b. If a Contractor is unable to meet all or a portion of his or her obligation, the Agricultural Commissioner/Director of Weights and Measures may assign another contracted vendor to perform the work required.

- c. If a Contractor is dismissed or resigns from his or her contractual agreement, the Agricultural Commissioner/Director of Weights and Measures may award the contract to the next lowest acceptable bidder in the original bid. If these Vendors do not meet the required specifications, the County may choose to go out to bid.

- d. Renewal

The agreement may be extended two times. Each extension period will be for 12 months upon mutual agreement on terms acceptable to the Agricultural Commissioner/Weights and Measures Department.

In the event of a protest process that delays award of a subsequent agreement, the Agricultural Commissioner/Weights and Measures Department may extend an existing agreement on a month-to-month basis not to exceed six months.

- 2. Test to be performed

- a. Chronic Toxicity test of storm water with *Ceriodaphnia dubia* and *Strongylocentrotus purpuratus*
- b. If the test result of the either one or both of the two species is equal to or higher than one (1) toxic unit, a Toxicity Identification Evaluation will be performed for the species that has a toxic unit of one (1) or higher.

- 3. Compliance With Applicable Law

- a. The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to , defense costs and attorney's fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
- c. This contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
- d. The Contractor shall procure all permits and licenses, and pay all charges and fees, incidental to the lawful performance of the work.

- e. Employment Eligibility Verification - Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing Services under the Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold County harmless from any employer sanctions or other liability which may be assessed against County or Contractor.

- f. Notice to Employees Regarding the Federal Earned Income Credit - Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

- g. Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the “Lobbyist Ordinance”, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this bid package. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the *Familiarity of the County Lobbyist Ordinance Certification* (see page 18 of Required Documents) as part of this proposal.

- h. Determination of Bidder Responsibility

Responsible Bidder

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

Chapter 2.202 of the County Code

Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

Non-responsible Bidder

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

Intention to Recommend to the Board of Supervisors

If there is evidence that the Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

Recommendation to the Board of Supervisors

If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.

Subcontractors of Bidders

contracts. These terms shall also apply to proposed subcontractors of Bidders on County

i. Bidder Debarment

The Bidder is hereby notified, that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from bidding on, or being awarded, and/or performing work on other County contracts for a specified period of time, not to exceed three (3) years, and the County may terminate any or all of the Bidder's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County or any other public entity, or nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Consideration of GAIN/GROW Participants for Employment.

- a. As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants (see page 19 of Required Document), along with their bid.

5. Bidder's Adherence To County's Child Support Compliance Program

- a. New Contractors are individuals, partnerships, or any other entity contracted or seeking to contract to provide goods or to perform services for the County commencing on or after the effective date of the Program. The Child Support Compliance Program requires that individuals or businesses seeking to contract with the County after the effective date of this Program, provide certain specified information in order to submit a bid or proposal or other offer to provide goods to or perform services for the County. The following language, approved by County

Counsel, should be included in all formal requests for bids or proposals:

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

6. Gratuities

It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the COUNTY'S consideration of the proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A proposer shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7. Recycled Bond Paper

"Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project."

8. Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in the Required Documents of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

9. Local Small Business Enterprise Preference Program

In determining the lowest bid price, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principle office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

To apply for certification and seek consideration as a Local SBE, companies must register at the Office of Affirmative Action Compliance's website at: <http://oaac.co.la.ca.us/SBEMain.shtml>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

C. SERVICE CONTRACT REQUIREMENTS

1. Independent Contractor Status: This Agreement is by and between the County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

2. Indemnification: Contractor agrees to indemnify, defend and hold harmless County and its

Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

3. Insurance: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and primary to and not contributing with any other insurance maintained by the County. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Agricultural Commissioner/Weights & Measures Department, Fiscal Office, at 12300 Lower Azusa Road, Arcadia, CA 91006, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Contractor to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

4. Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:
 - a. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operation, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 per aggregate.
 - 1) If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - 2) If written on a claims made form, the Contractor shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.
 - b. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence.

5. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the Contractor is legally required to cover.
6. Contractor to Hold County Harmless - Insurance: The Contractor shall not commence the work specified herein until he or she has obtained all insurance hereinafter required and such insurance has been approved by the County of Los Angeles nor shall the Contractor by any direct or indirect act on his or her part allow any other person or persons to commence any portion of the work specified herein until such insurance has been obtained and approved, or until said person or persons have obtained all insurance as hereinafter required and such insurance has been approved by the County of Los Angeles.

In the event of cancellation for any reason whatsoever, the County of Los Angeles or its authorized agent shall be given 30 days written notice by registered mail prior to cancellation.

7. Subcontractors

- a. Any person making a bid or offer to perform the work shall in his or her bid or offer set forth the name and the location of the office of such subcontractor who will perform work or labor or render service to the Contractor in or about the performance of the work or improvement and the portion of the work which will be done by each subcontractor, all as required by Chapter 2 of Division 5 of Title 1 of the Government Code of the State of California.
- b. No Contractor whose bid is accepted shall, without the consent of the County, except as permitted by Section 4104 of the Government Code of the State of California, either:
 - 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontractor to be assigned or transferred to allow work to be performed by anyone other than the original subcontractor, or
 - 3) Sublet or subcontract any portion of the work as to which his or her original bid did not designate a subcontractor.

8. Performance - Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the

Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

9. Minimum Mandatory Requirements

Any person making a bid must have a minimum of one year's experience in the type of work they are bidding for.

A minimum of three prior contracts must be listed on the "Statement of Experience". Contact person must be included.

The vendor/laboratory must be accredited by State of California, Department of Health Services for Filed of Testing 119.

10. Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://lacounty.info> under "Doing Business with Us." Our bid package is listed under Class Code 490 and Sub-Class Code 49032.

D. TEST REQUIREMENT SPECIFICATIONS

1. Chronic Toxicity

A minimum of one fresh water and one marine species shall be used for chronic toxicity test. Specifically, *ceriodaphnia dubia* (water flea) 7-day survival/reproduction and *strongylocentotus purpuratus* (sea urchin) fertilization tests shall be used. These tests should include a dilution series (0.5 x steps) that ranges from the undiluted sample (or the highest concentration that can be tested within the limitations of the test methods or sample type) to less than or equal to 6% sample.

2. Toxicity Identification Evaluations

If the chronic toxicity test result of a sample is substantially toxic (greater than or equal to 1 toxic unit) for either of the two species mentioned in (1), Toxicity Identification Evaluations (TIE) shall be performed. If a sample is substantially toxic to both species, a TIE shall be performed for both species. The TIE shall include the following treatments and corresponding blanks.

- a. Baseline toxicity;

- b. Particle removal by centrifugation;
- c. Solid phase extraction of the centrifuged sample using C18 media;
- d. Complexation of metals using ethylene diamine tetraacetic acid (EDTA) addition to the raw sample;
- e. Neutralization of oxidants/metals using sodium thiosulfate addition to the raw sample; and
- f. Inhibition of organo-phosphate (OP) pesticide activation using piperonyl butoxide addition to the raw sample (crustacean toxicity tests only).

E. PERFORMANCE SPECIFICATIONS

1. There will be approximately 28 storm samples to be tested annually.
2. The vendor should provide sample container of appropriate size and ice chest for sample delivery.
3. If the vendor/laboratory provides courier service, the samples must be picked up within 24 hours of notification.
4. The vendor/laboratory should start the chronic toxicity test within 24 hours after receipt of samples.
5. The County (Environmental Toxicology Laboratory) needs to receive the final written report within twenty (20) calendar days after the receipt of sample by the vendor.

6. The test result of analysis should be sent to:

County of Los Angeles-ACWM
11012 Garfield Avenue, Building B
South Gate, CA 9280

7. The invoice from vendor should be mailed to:

County of Los Angeles - ACWM
12300 Lower Azusa Road
Arcadia, CA 91006
Attention: Budget and Fiscal Services.

8. Payment

- a. The County's obligation is payable only and solely from funds appropriated for the

purpose of this Agreement.

- b. The County will pay vendors within thirty (30) days of receipt of invoice based on the equipment time report.
- c. If any discrepancies exists between the invoice and the Agricultural Commissioner's records, the determination of the Agricultural Commissioner/Weights and Measures Department will be final.