



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

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SCOTT MINNIX
Director

"Trusted Partner and Provider of Choice"

June 12, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO AWARD EQUIPMENT MAINTENANCE
AND REPAIR SERVICE CONTRACTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Requesting approval to award and execute 11 contracts for equipment maintenance services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Internal Services Department (ISD), or his designee, to execute 11 equipment maintenance and repair services contracts with each of the 9 firms listed on Attachment I effective July 1, 2018 for an initial term of 3 years with 2 one-year extension options and 12 month-to-month extensions that may be exercised by the Director of ISD, or his designee, upon County Counsel's approval as to form. These services will have annual cap of \$12.5 million. If the aggregate value of the services provided under all contracts during a Fiscal Year (FY) exceeds the annual cap, ISD will return to your Board for approval and authorization to increase the cap and to amend contracts as appropriate.
2. Authorize the Director of ISD, or his designee, to add/delete equipment items, brands, and manufacturers in each contract; and execute applicable contract amendments when the original contracting entity has merged, been purchased or has otherwise changed or when service levels change based on County departments' needs.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 June 12, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

ISD currently administers equipment maintenance and repair services contracts that provide preventive maintenance and repairs of large multi-function printers, mail processing equipment, servers and other major equipment for all County departments in various locations throughout the County, including the County Data Center and Local Recovery Center. The contracts currently expire on June 30, 2018. Your Board's approval of the recommended contracts will allow ISD and other County departments to continue receiving equipment maintenance services without a lapse in services.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability) by establishing centralized contracts for performance of maintenance and repair services for high end equipment at lower cost since services were solicited for several County departments at once.

FISCAL IMPACT/FINANCING:

Expenditures under these contracts vary from year to year based on the needs of County departments. For FY 2018-19, the services provided under the recommended contracts are estimated at \$9.89 million in the aggregate (see Attachment I for individual contract estimated annual costs). These services will have an annual cap of \$12.5 million. If the aggregate value of the services provided under all contracts during a FY exceeds the annual cap, ISD will return to your Board for approval and authorization to increase the cap to an appropriate amount.

Funding for these services is included in the FY 2018-19 Recommended Budget for ISD and user departments. Future FY funding will be requested in ISD and department budgets for each annual term and any extensions. Expenditures in any given year will remain within each department's budgeted appropriation for such services. Contract rates are fixed for the entire contract term, including extension options.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

ISD is seeking approval of 11 contracts for different types of high end equipment categorized and referred to as Classes. Attachment I lists the Classes, types of equipment in each Class, and estimated annual costs for each recommended contract.

Seven of the new contracts include the County's standard terms and conditions, and four of the recommended new contracts include terms and conditions that vary from the County's standards. Attachment II summarizes the terms and conditions that were negotiated. These terms were negotiated after bid submissions or are included in the current contracts which were previously approved by your Board. ISD worked closely

with CEO Risk Management and County Counsel to negotiate the most advantageous terms possible for the County.

Except as detailed on Attachment II, the recommended contracts contain the Board's required provisions, including those pertaining to consideration of qualified county employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contracts will be executed after approval by County Counsel as to form.

Due to the technical nature of the contracted services, these are not Proposition A contracts and not subject to the Living Wage Program (County Code Chapter 2.221). ISD has determined that the services under these contracts do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", due to the specialized training needed to perform the work.

CONTRACTING PROCESS:

On March 30, 2017, ISD released a Request for Bid (RFB) for 11 different Classes of equipment for maintenance and repair services of large multi-function printers, mail processing equipment, servers and other major equipment, some of which support the County Data Center and Local Recovery Center. The RFB and contracting opportunity announcement were posted on the County's "Doing Business with Us" web site (Attachment III).

To increase opportunities for County Preference Programs (i.e., Local Small Business, Disabled Veterans Business, and Social Enterprises) and County Business Enterprise (CBE), ISD regularly coordinates outreach efforts such as vendor fairs with the Department of Consumer and Business Affairs, and other County departments. In addition, ISD participated in Posible LA, an Entrepreneur Summit attended by over 2,000 Small Businesses aimed to provide resources to grow their business.

Nineteen proposals were received on May 4, 2017 and were reviewed for compliance with the minimum requirement criteria stated in the RFB. After a careful analysis and review, no bids were disqualified. All bids were reviewed in accordance with the bid review process identified in the RFB.

Contractual terms and conditions were aggressively negotiated with four vendors that took exceptions to various County standard terms and conditions. Attachment II represents the best and final positions agreed upon by both the County and the recommended contractors. The proposed contracts represent manageable risk exposure to the County as services are provided to perform preventive maintenance, and repair services only for the specific piece of equipment that fails.

A summary of the CBEs information collected from all vendors that submitted proposals is attached (Attachment IV). The recommended vendors were selected without regard to gender, race, creed, color, or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these recommendations will ensure that ISD and County departments continue to receive equipment maintenance and repair services without a lapse in service.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return one stamped copy of the approved Board Letter to the Director of ISD.

Respectfully submitted,



SCOTT MINNIX
Director

SM:SH:JS:CC:ct

Attachments

c: Executive Office, Board of Supervisors
Chief Executive Officer
Chief Operating Officer
County Counsel

Equipment Maintenance and Repair Services
Recommended Vendors

Large Photocopy Machines, Mainframe Computers, Servers and
 Other Major Items of Equipment

Class	Type of Equipment	Contractor	Estimated Annual Price	
1	MFD	LogixService Inc. (dba AMTEK Computer Services)	\$ 358,115.40	*
2	Plotters	LogixService Inc. (dba AMTEK Computer Services)	\$ 26,700.00	
3	Library	Bibliotheca, LLC	\$ 302,557.80	
4	Mail	Bell and Howell, LLC	\$ 214,517.10	
5	UPS 1	Schneider Electric IT USA, Inc.	\$ 381,707.50	
6	UPS 2	Upsco Powerssafe Systems, Incorporated	\$ 220,300.00	
7	Printing	Presstek, Inc.	\$ 164,918.87	
8	Computers	LogixService Inc. (dba AMTEK Computer Services)	\$ 136,018.75	
9	HP	Hewlett Packard Enterprise Company	\$ 2,277,122.99	
10	IBM	International Business Machines Corporation	\$ 1,617,714.04	
11	SAN	EMC Corporation	\$ 4,191,990.70	**
Estimated Total Annual Price			\$ 9,891,663.15	

* Price includes estimated copy charges which fluctuate based on customer usage.

** Price includes software support services.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
NEGOTIATION CONTRACT TERMS AND CONDITIONS

Contractor	Provision	Changes that Depart from County's Standard Terms and Conditions	Impact
Bell and Howell, LLC	Confidentiality	Provision modified to ensure that County exercises "reasonable judgment" in making a determination regarding Contractor providing full and adequate legal defense to County.	No impact; change made for clarification purposes-language carried over from current contract.
	Compliance with Applicable Law	Provision modified to ensure that County exercises "reasonable judgment" in making a determination regarding Contractor providing full and adequate legal defense to County.	No impact; change made for clarification purposes-language carried over from current contract.
	Damages to County Facilities, Buildings or Grounds	Provision modified to include a 30 day cure period to allow Contractor to make repairs prior to County proceeding to make necessary repairs.	No impact; provides contractor specific time period to make repairs.
	Employment Eligibility Verification	Provision modified to include written notification by the County to the Contractor of any actual or threatened claim and to provide reasonable cooperation.	No impact; clarification purposes only-language carried over from current contract.
	Force Majeure	Provision modified to omit "totally" and include "reasonable" as it relates to failure to perform.	No impact; language carried over from current contract.
	Evidence of Coverage and Notice to County	Provision modified to include Additional Insured status related to Contractor's General Liability policy. Additionally, the requirement for Contractor to submit "certified copies" of Contractors/Sub-Contractor insurance policies was revised to only require the submission of "copies" of insurance policies.	No impact; contractor still required to maintain required insurance and provide proof of coverage-language carried over from current contract.
	Cancellation of or Change in Insurance	Provision modified to clarify County will receive written notice of cancellation or "reduction" in required insurance.	No Impact; change made for clarification purposes only.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
NEGOTIATION CONTRACT TERMS AND CONDITIONS

Bell and Howell, LLC (Continued)	Liquidated Damages	Provision modified to include a yearly aggregate amount for liquidated damages to be capped at the fees payable to Contractor for said yearly period and extends time period for Contractor to correct deficiencies from 5 days to 10 days.	The amount of LD's that can be imposed cannot exceed the fees payable to B&H cannot exceed approx. \$215,000 per year;. This negotiated provision is similar to terms in the existing contract.
	Most Favored Public Entity	Provision modified to include "terms and conditions" as it relates to the Contractor providing the same goods and services under similar quantity and delivery conditions, to the State, any other county, or municipality at a lower rate, those rates shall be applicable to the County.	No impact; Due to the unique and complex nature of public contracts, comparison are not possible.
	Public Records Act	Provision modified to include written notification by the County to the Contractor of any actual or threatened claim and to provide reasonable cooperation.	Provides additional guidelines if such a situation may arise.
	Record Retention and Inspection/Audit Settlement	Provision modified to remove requirement to maintain financial records within Los Angeles County after the expiration of the contract.	Minimal impact; B&H is still required to keep and maintain records for 5 years just not within LA County.
	Ownership of Materials, Software and Copyright	Provision deleted in its entirety as it is not applicable to this specific contract.	No impact; section does not apply.
	Patent, Copyright and Trade Secret Indemnification	Provision modified to outline that the County notify the Contractor "in writing" of any claim or action of an alleged infringement claim or unauthorized disclosure.	No impact; clarification purposes only.
	EMC Corporation	Applicable Documents	Provision modified to add a reference to Exhibit A-2, Contractor's Maintenance Plan.
Refund and Other Payments		Provision modified to add clarifying language "Fees assessed may be refunded in the form of a credit to be applied against future invoices" as it relates to refunds and other payments due to County.	No impact; changes made for clarification purposes only.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
 NEGOTIATION CONTRACT TERMS AND CONDITIONS

EMC Corporation (Continued)	Approval of Contractor's Staff	Provision modified add "in good faith" as it relates to County's right to approve and disapprove Contractor's staff.	No impact; County still retains right to approve and or disapprove contractor staff
	Confidentiality	Provision modified to (i) clarify that "each party" is to maintain confidentiality and (ii) delete indemnification for contractor's failure to comply with confidentiality requirements. County diligently negotiated this provision, and Contractor insisted that they do not manage or have direct access to County data and records on the equipment and therefore could not be responsible for the data.	No impact; clarifies that both County and Contractor shall maintain confidentiality of records. Did not include indemnification for contractor's failure to comply with confidentiality requirements. ISD determined that this would have minimal impact as data is encrypted and several systems and equipment. Language carried over from current contract.
	Complaints	Provision modified to (i) delete 10-day period for contractor to respond to user complaints; and (ii) extend length of time Project Manager has to respond to complaints from three to five business days.	No impact. Exhibit A-2 outlines Contractor's Quality Control Plan.
	Consideration of Hiring County Employees Targeted For Layoff/Or Re-employment List	Provision modified to delete the word "first" and confirm EMC's future compliance with the clause.	Minimal impact as it is highly unlikely that, given the proprietary nature of equipment and related services, there would be any county employees qualified to perform these services. Same deletion in current contract.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
NEGOTIATION CONTRACT TERMS AND CONDITIONS

EMC Corporation (Continued)	Damage to County Facilities, Buildings or Grounds	Provision modified to clarify that the clause is subject to the terms of the Contract.	No Impact; change made for clarification purposes only.
	Indemnification	Provision modified to clarify that the contractor shall not be liable for actions that are due to the sole negligence of County, and clarifies that actions for which contractor is liable hereunder additionally result in bodily injury, death, personal injury or property damage.	EMC agreed to County alternate language provided by CEO Risk Management. Modified language as in current contract.
	General Provisions For All Insurance Coverage	Provision modified to (i) clarify that other evidence of coverage is acceptable; (ii) change time span from thirty to fifteen days for providing insurance certificate; (iii) clarify that each party is responsible for its portion of acts or omissions; (iv) extend notification period from 10 days to at least 15 days in advance for cancellation or policy change; (v) clarify that contractor is to maintain coverage at all times during the contract period and ensure that there is no disruption in coverage; (vi) clarify that any insurance available to EMC shall be primary for any claims filed under this contract; (vii) clarify that any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage; (viii) delete bond requirement; (ix) clarify that maintaining Professional Liability/Error & Omissions coverage no less than three (3) years following Contract expiration applies to any part of the required insurance as written on a claims made basis; and (x) add clarifying language that County's review and adjustment of required insurance provisions is reasonable.	No impact . Contractor is still required to provide evidence of coverage and maintain sufficient coverage at all times. Clarification provided that each party is responsible for portion of the act of omission.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
 NEGOTIATION CONTRACT TERMS AND CONDITIONS

EMC Corporation (Continued)	Liquidated Damages	Provision modified to (I) clarify County use of "Reasonable" judgment as it relates to Contractor's nonperformance(ii) clarify "Reasonable" determination by the County as it relates to deficiencies; (iii) clarify that the Contractor shall be liable for County costs to complete deficient work; (iv) clarify that any alternate source selected to complete work not done by contractor should be authorized or certified; and (v) limit contractor's liability to two times the amount due to contractor in same monthly billing period for covered equipment and software.	No impact as this is only applicable if the Contractor has deficiencies in performance that are not corrected in a specific length of time. If the County decides to correct deficiencies, the Contractor is liable for the cost of the corrections, up to two times the monthly charges which limits Contractor's liability in these instances.
	Most Favored Public Entity	Provision modified to delete clause.	No impact; Due to the unique and complex nature of public contracts, comparison are not possible.
	Prohibition Against Inducement or Persuasion	Provision modified to clarify that employment ads and employment agencies are acceptable for initiating hiring actions.	No impact; change made for clarification purposes and consistent with current contract.
	Record Retention and Inspection/Audit Settlement	Provision modified to (I) include "reasonable prior written notice" as it relates to the County's access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract and; (ii) replace "bank statements, cancelled checks or other proof of payment" with "invoices and related proof of payment" as it relates to material that EMC shall make available to the County.	No impact. Same as current contract.
	Termination For Convenience	Provision modified to (I) extend effective date of notice of termination from 10 to 20 days; (ii) clarify that contractor shall be paid for all work performed through the effective date of termination; (iii) clarify that evidence and such to be maintained is "relevant to" rather than "bearing on" the costs and expenses of the contractor.	No impact. Modified to extend notice period.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
NEGOTIATION CONTRACT TERMS AND CONDITIONS

EMC Corporation (Continued)	Termination For Default	Provision modified to (i) extend cure period from five (5) working days to 15 working days; and (ii) clarify that contractor should be paid for all "undisputed" work performed through the effective date of termination. After exhausting all options, provision modified to include existing contract clause which limits contractors liability to two times the value of services amount. This limitation is in the current contract. Clarifying language added to allow subcontractors to reasonably obtain alternate sources to meet required performance.	Minimal impact. Limits Contractor's liability in the event of a termination for default; carried over from current contract.
	Termination For Non-Appropriation of Funds	Provision modified to clarify that Contractor will be notified of decision as soon as County determines there will be no appropriation of funds.	No impact. County will make a reasonable effort to notify Contractor if this should occur.
	Waiver	Provision modified to clarify that breach of provision or failure to enforce provision applies to "either party". This is consistent with current contract provision.	No impact; clarified to include either parity; carried over from current contract.
	Warrant Against Contingent Fees	Provision modified to include "reasonable" discretion to terminate contract under this provision.	No impact; change made for clarification purposes; carried over from current contract.
	Participating Entity Use of Contract Pricing	Provision modified to (i) add contractor's prior approval and mutual agreement for entering into such agreement; (ii) clarify that Contractor and Participating Entity must mutually agree upon scope of services and applicability of terms and conditions; and (iii) clarify that such an agreement will be a participation agreement or purchase order.	No impact to County as this relates to other entities' ability to piggy-back off contract.
	Ownership of Material, Software and Copyright	Provision modified to (i) clarify that software provided by contractor remains property of contractor; (ii) clarify that property under this provision County maintains rights and ownership; (iii) clarify conditions under which County may use contractor's proprietary materials and restricts County's sublicensing of contractor proprietary materials; (iv) modify definition of "proprietary and confidential"; and (v) clarify that contractor's provision of security should be reasonable and consistent with corporate policies.	No impact as County will not be creating software and/or a system under this contract but rather will perform maintenance and repair services on County. Changes in this section address this type of contract.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
NEGOTIATION CONTRACT TERMS AND CONDITIONS

EMC Corporation (Continued)	Patent, Copyright and Trade Secret Indemnification	Provision modified to closely mirror language in County's current Software License Agreement with EMC.	No impact. Language gives sufficient indemnification as it mirrors language in County's Software License Agreement, with the inclusion of equipment
Hewlett Packard Enterprise	Refunds and Other Payments	Provision modified to extend refund period, from 30 days to 60 days, for moneys due to the County.	No impact; modified refund period.
	Confidentiality	Provision modified to (i) include notice to Contractor at the start of the Contract when County policy changes regarding information technology security and the protection of confidential records and information; (ii) clarify County's use of "reasonable" judgement when determining compliance with paragraph 7.6, Confidentiality; and (iii) clarify County's written approval must not be unreasonably withheld or delayed in any legal defense pursuant to Contractor's indemnification obligation.	No impact. Requesting County be reasonable when making determination.
	Compliance with Applicable Law	Provision modified to (i) include notice to Contractor of applicable law to be made at the start of the Contract; and (ii) clarify that County written approval must not be unreasonably withheld or delayed regarding Contractors right to enter into any settlement, agree to any injunction or other equitable relief.	No impact; changes made for clarification purposes only.
	Employment Eligibility Verification	Provision modified to clarify compliance with "applicable" status and regulations.	No impact; changes made for clarification purposes only.
	Indemnification	Provision modified to (i) clarify Contractor shall indemnify, defend or " settle " and hold harmless the County; and (ii) remove "third party" liability, and (iii) clarify Contractor will hold the County harmless from "all liability".	No impact; changes made for clarification purposes only.
	Evidence of Coverage and Notice to County	Provision modified to update notice to County prior to Contractor's policy expiration dates from ten (10) calendar days to three (3) calendar days.	Minimal impact; changes made to clarify HP's insurance policies are considered proprietary and confidential.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
NEGOTIATION CONTRACT TERMS AND CONDITIONS

Hewlett Packard Enterprise (Continued)	Additional Insured Status and Scope of Coverage	Provision modified to clarify “Contractor agrees to the provision insurance in the amounts required by this Contract”.	No impact. Additional insured status provided to County of Los Angeles, its Special District, Elected Officials, Agents, employees and volunteers. Contractor agrees to provide insurance in the amount required by Contract.
	Insurer Financial Ratings	Provision modified to clarify “with the exception of any wholly owned captive” coverage shall be placed with insurers acceptable to the County.	No impact; change made for clarification purposes only.
	Waivers of Subrogation	Provision modified to clarify “with the exception of the Professional Liability policy” Contractor waives rights and its insurer(s)’ rights of recovery against County.	Provision modified to exempt Professional Liability from Contractor’s waiver of subrogation.
	Deductibles and Self- Insured Retentions (SIRs)	Provision modified to clarify the County “reasonably” retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs.	No impact; change made for clarification purposes only.
	Alternative Risk Financing Programs	Provision deleted. Contractor is a wholly owned captive and will provide a Certificate of Good Standing and Captive Rating Letter.	Provision removed HPE is a wholly owned captive and will provide Certificate of Good Standing and Captive Rating Letter.
	County Review and Approval of Insurance Requirements	Provision modified to clarify implementation of insurance requirements changes will be executed through an Amendment to the Contract and shall be by mutual agreement.	No impact; change made for clarification purposes only.
	Liquidated Damages	Provision modified to clarify that Liquidated Damages deducted and forfeited from the Contractor’s payment shall be “reasonably” determined by the County.	Minimal impact; provides additional guidelines if such a situation may arise.
	Most Favored Public Entity	Provision deleted. Competitive bid process is the most effective way to secure the best pricing for the County.	No impact; Due to the unique and complex nature of public contracts, comparison are not possible.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
 NEGOTIATION CONTRACT TERMS AND CONDITIONS

Hewlett Packard Enterprise (Continued)	Nondiscrimination and Affirmative Action	Provision modified to add “to the extent not prohibited by law” to end of paragraph.	No impact. Clarification purposes only.
	Notice of Delays	Provision modified to update timeframe for Notice of Delays from within one (1) Business Day to within five (5) Business Days.	No impact; change made to specify notice period.
	Notice of Disputes	Provision modified to add “Both Parties will make good faith efforts to work together to solve all disputes” to end of paragraph.	No impact; revised to apply to either party to the Contract.
	Public Records Act	Provision modified to clarify that Contractor will indemnify the County from “reasonable” attorney fees “subject to the County promptly notifying Contractor of the lawsuit”.	No impact; Contractor has reasonable expectation to receive notice and the ability to participate in the defense of a lawsuit.
	Termination for Convenience	Provision modified to update no less than ten (10) calendar days to no less than thirty (30) calendar days upon which termination becomes effective after notice is sent.	No impact; change made to notification period from 10 days to 30 calendar days.
	Termination for Default	Provision modified to update cure period from five (5) days to fifteen (15) days.	No impact; change made to cure period.
	Waiver	Provision modified to clarify waiver applies to “either Party” to the Contract.	No impact; waiver revised to apply to either party to the Contract.
	Ownership of Materials, Software and Copyright	Provision modified to clarify agreement is for equipment maintenance support services. No custom development is contemplated under this contract. There is no transfer of ownership in intellectual property rights.	Minimal impact; this agreement is for equipment maintenance support services. No custom development is contemplated under this contract. There is transfer of ownership in intellectual property rights.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
NEGOTIATION CONTRACT TERMS AND CONDITIONS

International Business Machines (IBM)	Refunds and Other Payments	Provision modified to extend refund period from 30 days to 45 days for moneys due to the County.	No impact; change made to extend refund period.
	Confidentiality	Provision modified to clarify "Recipient" of confidential information and "Discloser" of confidential information.	No impact; language carried over from current contract.
	Assignment and Delegation	Provision modified to clarify "Assignment of Contractor rights to receive payments by a Contractor affiliate is not restricted".	No impact; clarification purposes, only applies to Contractor's rights to receive payment with the sale of Contractor's business that includes the product or service.
	Indemnification	Provision modified to limit Contractor's indemnification to 3 rd party claims for damages for bodily injury, including death, and damages to real or tangible personal property and all costs, damages and attorney's fees that a court finally awards provided County promptly notifies Contractors of any claims, allows Contractor to control the defense of any action or claim, and cooperates with Contractor in the defense and any related settlement negotiations.	Minimal impact; this limitation applies to the indemnification provisions and the insurance provisions, so that the required policy limits are not available to the County and damages normally covered by the required insurance policy may not be available. This negotiated term was carried over from the existing contract.
	Liquidated Damages	Provision modified to limit Contractor's liability to two percent (2%) the amount due to contractor in same monthly billing period for covered equipment and software. T	Minimal impact; the amount of LD's that can be imposed cannot exceed the monthly fees payable to IBM. This negotiated provision is similar to terms in the existing contract.
	Most Favored Public Entity	Provision deleted. Due to the unique and complex nature of public contracts, comparisons are virtually impossible.	Minimal impact. Due to the unique and complex nature of public contracts, comparison are not possible.

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS
 NEGOTIATION CONTRACT TERMS AND CONDITIONS

International Business Machines (Continued)	Termination for Convenience	Provision modified to update no less than ten (10) calendar days to no less than thirty (30) calendar days upon which termination becomes effective after notice is sent.	No impact. Modified to extend notice period.
	Termination for Default	Provision modified to update cure period from five (5) days to t (30) days.	No impact. Modified to extend cure period.
	Limitation of Liability	Provision modified to limit Contractor's liability for damages to the damages for bodily injury (including death) and damage to real and tangible personal property and the amount of any other direct damages up to the greater of \$100,000 or 12 months of maintenance charges for the specific equipment that was damaged or that caused the damages. Contractor will not be liable for loss of or damage to data, special, incidental, or indirect damages or any economic consequential damages, lost profits, business, revenue, goodwill or anticipated savings.	Minimal impact as County and IBM have been business partners for over 20 years during which no liability issues have arisen; IBM insisted on this limit as it is in their current contract. .

Bid Number: 104564

Bid Title: Requests for Bids for Equipment Maintenance Services

Bid Type: Service

Department: Internal Services Department

Commodity: MAINT & REPAIR - COMPUTERS, DATA PROCESSING EQUIPMENT AND ACCESSORIES (NOT WORD PROCESSING EQUIPMENT)

Open Date: 3/30/2017

Closing Date: 5/4/2017 2:00 PM

Bid Amount: N/A

Bid Download: [Available](#)

Bid Description: The Los Angeles County Internal Services Department is issuing this Request for Bids (RFB) to solicit bids for a Contract with an organization that can provide equipment maintenance services:

- Class 01 Multi-Function Device (MFD)
- Class 02 Plotters
- Class 03 Library Book Security
- Class 04 Mail Processing
- Class 05 Uninterrupted Power Supply (UPS) 1
- Class 06 Uninterrupted Power Supply (UPS) 2
- Class 07 Printing Press
- Class 08 Miscellaneous Computers
- Class 09 HP Equipment
- Class 10 IBM Equipment
- Class 11 Storage Area Network (SAN)

Contact Name: Angela Wu

Contact Phone#: (323) 881-5178

Contact Email: awu@isd.lacounty.gov

Community Business Enterprise Program Information

FIRM INFORMATION*	AVACOM	AMTEK	BELL & HOWELL*	BIBLIOTHECA*	SOURCE GRAPHICS	EMC	HEWLETT PACKARD
BUSINESS STRUCTURE	Corporation	Corporation	LLC	LLC	Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION	NUMBER / % OF OWNERSHIP						
OWNERS/PARTNER	Black/African American	0	1 / 50%	0	0	0	0
	Hispanic/Latino	0	0	0	0	0	1 / 2.04%
	Asian or Pacific Islander	0	0	0	0	0	13 / 26.53%
	American Indian	0	0	0	0	0	0
	Filipino	0	1 / 50%	0	0	0	0
	White	1 / 100%	0	0	0	0	35 / 71.43%
	<i>Female (included above)</i>	0	0	0	0	0	6
	NUMBER						
MANAGER	Black/African American	0	0	3	3	0	3
	Hispanic/Latino	0	0	3	2	0	11
	Asian or Pacific Islander	0	0	3	1	3	104
	American Indian	0	0	0	0	0	1
	Filipino	0	0	0	0	0	0
	White	2	2	88	8	2	148
	<i>Female (included above)</i>	1	1	10	4	2	66
STAFF	Black/African American	0	1	61	13	0	25
	Hispanic/Latino	0	3	63	8	3	95
	Asian or Pacific Islander	0	0	40	9	3	712
	American Indian	0	0	0	0	0	3
	Filipino	0	0	7	0	2	0
	White	8	3	584	87	3	678
	<i>Female (included above)</i>	2	2	56	32	4	397
Total # of Employees	11	11	852	131	16	1829	22593
COUNTY CERTIFICATION							
CBE	N	Y	N	N	N	N	N
LSBE	N	N	N	N	N	N	N
OTHER CERTIFYING AGENCY					Supplier Clearinghouse		

PUBLICLY TRADED COMPANY
(Numbers not available)

*Information provided by vendors in reponse to the RFB, and subsequent requests by ISD. On final analysis and consideration of award, vendors were selected without regard to race, creed or color.

Community Business Enterprise Program Information

FIRM INFORMATION*	IBM	KONICA*	PRESSTEK*	SCHNEIDER	UPSCO	XEROX	
BUSINESS STRUCTURE	Corporation	Corporation	LLC	Corporation	Corporation	Corporation	
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP					
OWNERS/PARTNERS	Black/African American	PUBLICLY TRADED COMPANY (Numbers not available)	0	0	PUBLICLY TRADED COMPANY (Numbers not available)	0	PUBLICLY TRADED COMPANY (Numbers not available)
	Hispanic/Latino		0	0		0	
	Asian or Pacific Islander		0	0		0	
	American Indian		0	0		0	
	Filipino		0	0		0	
	White		0	0		1 / 100%	
	<i>Female (included above)</i>		0	0		0	
		NUMBER					
MANAGER	Black/African American	PUBLICLY TRADED COMPANY (Numbers not available)	58	0	PUBLICLY TRADED COMPANY (Numbers not available)	0	206
	Hispanic/Latino		58	0		0	130
	Asian or Pacific Islander		55	1		0	152
	American Indian		3	0		0	7
	Filipino		16	0		0	0
	White		936	34		1	1580
	<i>Female (included above)</i>		283	8		0	739
STAFF	Black/African American	PUBLICLY TRADED COMPANY (Numbers not available)	572	3	PUBLICLY TRADED COMPANY (Numbers not available)	0	1510
	Hispanic/Latino		561	1		0	1042
	Asian or Pacific Islander		336	1		0	698
	American Indian		17	2		0	81
	Filipino		95	0		0	0
	White		4,100	174		3	6957
	<i>Female (included above)</i>		1,441	28		0	3139
Total # of Employees			6,807	216		5	12363
COUNTY CERTIFICATION							
CBE	N	N	N	N	N	N	N
LSBE	N	N	N	N	N	N	N
OTHER CERTIFYING AGENCY							

*Information provided by vendors in response to the RFB, and subsequent requests by ISD. On final analysis and consideration of award, vendors were selected without regard to race, creed or color.