COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
2 Coral Circle • Monterey Park, CA 91755
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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

October 5, 2004

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVE A TECHNOLOGY SERVICES AGREEMENT WITH SARCOM, INC. FOR THE PURCHASE OF CISCO SWITCHING EQUIPMENT (ALL DISTRICTS)
(3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the one-year Technology Services Agreement (Agreement) between the Community Development Commission and Sarcom, Inc. (Sarcom), for the purchase of two Cisco switches for the Commission's information technology (IT) network, is exempt from the California Environmental Quality Act (CEQA), as described herein, because the proposed Agreement will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Executive Director of the Commission to execute the Agreement with Sarcom, Inc., in substantially the form of the attached, to purchase two Cisco switches, to be effective following approval as to form by County Counsel, and to use for this purpose $98,708.84 included in the Commission's approved Fiscal Year 2004-2005 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Cisco switches will replace current equipment, which is outdated and no longer supported by the manufacturer.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Agreement will be funded with $98,708.84 included in the Commission's approved Fiscal Year 2004-2005 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 1997, the Commission purchased 25 switches from Cabletron to support the Commission's IT infrastructure. Switches provide connectivity between desktop computers and servers and allow end users to access shared data, such as financial and human resource information, Internet, E-mail, and various other applications.

Cabletron split into four companies before ceasing operations in 2001. The new companies do not support the existing switching equipment and do not provide the necessary tools for the Commission's Network Administrators to support the equipment themselves. Any support for the current switches must be obtained from a third party vendor, which is costly. In addition, since the purchase of the switches seven years ago, the equipment has become obsolete, making it difficult to find replacement parts and further increasing support costs.

On May 11, 2004, your Board approved the purchase of two Cisco switches from CompuCom Systems, Inc. CompuCom subsequently notified the Commission that its quoted price for the switches was incorrect, and the cost for the switches would increase by 18 percent. After several discussions on how to resolve the price discrepancy, the parties could not come to an agreement, and the purchase order was cancelled.

The Commission will purchase two Cisco switches from Sarcom, Inc. to complement the existing network infrastructure. The Commission's Network Administrators will be able to scale the switches to fit any future, expanded needs of the Commission by simply attaching additional hardware, instead of purchasing a new switch. In addition, the Commission's Network Administrators will support the Cisco switches in-house.

Cisco Systems, Inc. is one of the major manufacturers of networking hardware and is widely used as a standard for network infrastructures. The new Cisco switching equipment will allow data to move more quickly along the network, allowing employees to more efficiently perform daily activities from their desktop computer.

Should Sarcom require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualification for the open positions. Sarcom will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement has been reviewed by County Counsel and executed by Sarcom.

ENVIRONMENTAL DOCUMENTATION:

Approval of the above-described expenditures is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The Agreement is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15061 (b)(3) because the activities are covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On August 6, 2004, the Commission issued an Invitation for Bids (IFB) to identify a vendor who can supply equipment manufactured by Cisco Systems, Inc. and is recognized as a Gold Certified Partner in the Cisco Partner Locator. Advertisements appeared in the Los Angeles Times newspaper and on the County's Internal Services Department web site. In addition, the Commission's vendor list was used to mail a letter to 197 vendors that provide the requested networking equipment, informing them of the IFB and the website from which the IFB could be downloaded.

By the deadline of August 26, 2004, five proposals were received.

On August 30, 2004, the bids were publicly opened. The Evaluation Committee, consisting of Commission staff, evaluated the bids based on the price and recognition of firms as a Gold Certified Partner in the Cisco Partner Locator. Sarcom, Inc. submitted the lowest-price bid that adhered to the minimum requirements of the IFB and, therefore, is being recommended for award of the Agreement.

IMPACT ON CURRENT SERVICES:

The new switching equipment is necessary to make the Commission's information technology network infrastructure fully operational for conducting daily business. With the implementation of new Cisco switches, the Commission's Network Administrators can easily access replacement parts, and scale the switches to the needs of the Commission with minimal disruption to end users.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

SUMMARY OF OUTREACH ACTIVITIES

APPROVE A TECHNOLOGY SERVICES AGREEMENT WITH SARCOM, INC. FOR THE PURCHASE OF CISCO SWITCHING EQUIPMENT

On August 6, 2004, the following outreach was initiated to identify a vendor to provide Cisco switches for the Commission's information technology network.

A. Newspaper Advertising

The announcement appeared in the Los Angeles Times newspaper.

B. Distribution of Invitation for Bids (IFB) Packets

The complete IFB packet was posted on the County's Internal Services Department website, and available for download by the public. The Commission's vendor list was used to mail a letter to 197 vendors that provide the requested networking equipment, informing them of the IFB and the website from which the IFB could be downloaded. The packet was also distributed at the Commission's main office, located at 2 Coral Circle, Monterey Park.

C. Invitation for Bids Results

By the deadline of August 26, 2004, a total of five bids were received. Two firms identified themselves as owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses in which 51 percent of the stock is held by minorities or women). On August 30, 2004, the bids were publicly opened. The bid results are as follows:

Company	Bid Amount
Sarcom, Inc.	$ 98,708.84
Insight Public Sector, Inc.	$100,493.10
SBC Pacific Bell	$104,844.31
SkyTech Systems*	$113,303.14
Walkers Electronics, Inc.*	$114,852.00

*Minority-owned firm.

D. Review of Proposals

On August 31, 2004, an Evaluation Committee consisting of Commission staff reviewed the bids and selected a vendor based on criteria stated in the

Invitation for Bids. Sarcom, Inc. is being recommended for award of the Technology Services Agreement.

E. Minority/Female Participation – Firm Selected

Name	Ownership	Employees
Sarcom, Inc.	Non-Minority	Total: 836 114 minorities 229 women 14% minorities 27% women

F. Minority/Female Participation – Firms Not Selected

Name	Ownership	Employees
Insight Public Sector, Inc.	Non-minority	Total: 1,987 310 minorities 551 women 16% minorities 28% women
SBC Pacific Bell	Non-minority	Total: 48,016 24,481 minorities 23,400 women 51% minorities 49% women
SkyTech Systems	Minority	Total: 4 2 minorities 1 woman 50% minorities 25% women
Walkers Electronics, Inc.	Minority	Total: 7 7 minorities 2 women 100% minorities 29% women

The Commission conducts ongoing outreach to include minorities and women in the Agreement award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of Agreement is being made in accordance with the Commission policies, and without regard to race, creed, color, or gender.

TECHNOLOGY SERVICES AGREEMENT BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
AND SARCOM, INC.

This Agreement is made and entered into this _____ day of _____, _____, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Sarcom, Inc., hereinafter referred to as "Contractor."

RECITAL

WHEREAS, Contractor is a Gold Certified Cisco Partner and specializing in providing network equipment manufactured by Cisco Systems, Inc. (hereinafter "Cisco"), and

WHEREAS, Contractor has been selected to provide Cisco network equipment as a result of an Invitation to Bids (IFB No. IT08262004).

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the mutual covenants set forth herein, Commission and Contractor agree as follows:

TERMS AND CONDITIONS

1. TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for one year unless sooner terminated as provided herein.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, in delivering all equipment described in Exhibit A – Bill of Material.

3. COMPENSATION

A. Contractor shall invoice the Commission upon the receipt and acceptance of goods delivered by Contractor as specified in the Bill of Material and Fee Schedule. Contractor shall submit the invoices to the following address, unless otherwise directed by the Commission:

Mrs. MaryAnn Robles
Information Technology Unit
Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

B. Contractor agrees to provide the deliverables required by the Commission for total compensation not to exceed Ninety-Eight Thousand, Seven Hundred Eight and 84/100 Dollars ($98,708.84), which includes all related expenses.

Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The following condition must be met to fulfill this Agreement and ensure prompt payment.

Contractor will submit an invoice for goods delivered, and this invoice must be approved by the Commission.

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

4. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

5. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement of the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

6. SUCCESSOR AND ASSIGNMENT

This Agreement may not be assigned by the Contractor except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Contractor.

7. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

8. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from

or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. INSURANCE

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall be 100% responsible for any damage to or loss of the equipment. Additionally, Contractor agrees to purchase trip transit coverage for the equipment. Said insurance policy shall be for the replacement cost of the equipment.

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

10. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission 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 Commission 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 Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 10 or 11, or impose other remedies as specified in this Agreement.

11. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

12. TERMINATION FOR CAUSE

This Agreement may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

13. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission's Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 12, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to the Commission under any other provision of this contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this contract pursuant to Paragraph 11 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to the Commission Policy.

15. POST MOST WANTED DELINQUENT PARENTS LIST

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

16. INDEPENDENT CONTRACTOR

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

17. EMPLOYEES OF CONTRACTOR

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

18. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

19. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

20. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 20-29, inclusive, and 38-39, inclusive.

21. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

22. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity funded in whole or in part with funds made available under this title.

23. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

24. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

26. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

27. 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.

28. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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.

29. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County of Los Angeles, the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County, the Commission or the Housing Authority.

C. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, 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, the Commission or the Housing Authority or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of County, Commission or Housing Authority contractors.

30. COMPLIANCE WITH JURY SERVICE PROGRAM

A. Jury Service Program.

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

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

31. ACCESS AND RETENTION OF RECORDS

Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Agreement.

32. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

33. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

34. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

35. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

36. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

37. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

38. NOTICES

Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:	Mr. Yui Cheng, Director Financial Management Division 2 Coral Circle Monterey Park, CA 91755
The Contractor:	Manuel A. Ojeda, Public Sector Business Development Manager Sarcom, Inc. 2377 Crenshaw Blvd. #100 Torrance, CA 90501

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

39. NOTICE TO EMPLOYEES REGARDING THE 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 available on the Internet in English and Spanish at www.babysafela.org for printing purposes.

40. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

41. ENTIRE AGREEMENT

This Agreement with Exhibits A and B constitutes the entire understanding and agreement of the parties. This Agreement includes the following exhibits:

Exhibit A - Bill of Material
Exhibit B – Fee/Delivery Schedule

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Agreement through their duly authorized officers this 17th day of Sept., 2004.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____
Carlos Jackson
Executive Director

SARCOM, INC.

By_____

Title Public Serve B.D. Mgr.

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By_____
Deputy

Schedule A – Bill of Material

SPECIFICATIONS

The supplier shall supply the following items:

Product Number	Product Description
WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable
PWR-C45-1300ACV	Catalyst 4500 1300W AC Power Supply with Int Voice
PWR-C45-1300ACV/2	Catalyst 4500 1300W AC Power Supply with Int Voice
CAB-7513AC	AC POWER CORD NORTH AMERICA
WS-X4515	Catalyst 4500 Supervisor IV (2 GE),Console(RJ-45) Cisco IOS BASIC L3 Cat4500
S4KL3K91-12218EW	SUP2+/4/5,3DES (RIP,St.Rts,IPX,AT)
WS-X4148-RJ45V	CATALYST 4000 Inline Power 10/100, 48-PORTS (RJ45)
CON-SNTP-WS-C4507	24x7x4 Svc, Catalyst 4500 Chassis (7-Slot),fan, no p
WS-X6416-GBIC=	Catalyst 6000 16-port Gig-Ethernet Mod. (Req. GBICs), Spare
WS-G5484	1000BASE-SX "Short Wavelength" GBIC (Multimode only)
WS-X6148V-GE-TX=	Catalyst 6500 48-port 10/100/1000 Inline Power Module, RJ-45
TRN-CLC-000	10 Prepaid training credits: Redeem w/Cisco Learning Partners (Total 30)

Exhibit B – Fee/Delivery Schedule

Price Quotation

Date: 8-25-04

Quote Number: IT08262004

Total Price: 98,708.84

To: Los Angeles County, Community Development Commission
Financial Management Division/Information Technology
Maryann Robles
2 Coral Circle
Monterey Park, CA 91755-7404
Tel: (323) 838-5061
Fax: (323) 890-8586

Product Number	Product Description	Qty	Unit List Price	Extended Price
WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	2	5,915	11,830
PWR-C45-1300ACV	Catalyst 4500 1300W AC Power Supply with Int Voice	2	885	1,770
PWR-C45-1300ACV/2	Catalyst 4500 1300W AC Power Supply with Int Voice	2	885	1,770
CAB-7513AC	AC POWER CORD NORTH AMERICA	4	0	0
WS-X4515	Catalyst 4500 Supervisor IV (2 GE),Console(RJ-45) Cisco IOS BASIC L3 Cat4500	2	7,095	14,190
S4KL3K91-12218EW	SUP2+/4/5,3DES(RIP,St.Rts,IPX,AT)	2	0	0
WS-X4148-RJ45V	CATALYST 4000 Inline Power 10/100, 48-PORTS (RJ45)	8	3,545	28,360
CON-SNTP-WS-C4507	24x7x4 Svc, Catalyst 4500 Chassis (7-Slot),fan, no p	2	3,325	6,650
WS-X6416-GBIC=	Catalyst 6000 16-port Gig-Ethernet Mod. (Req. GBICs), Spare	1	11,830	11,830
WS-G5484	1000BASE-SX "Short Wavelength" GBIC (Multimode only)	8	295	2,360
WS-X6148V-GE-TX=	Catalyst 6500 48-port 10/100/1000 Inline Power Module, RJ-45	2	5,325	10,650
TRN-CLC-000	10 Prepaid training credits: Redeem w/Cisco Learning Partners (Total 30)	3	592	1,776
			Sub Total	**91,186**
			Tax	**7,522.84**
			Delivery/Freight Charges	**0**
			Discounts	**0**
			Total	**98,708.84**

Additional Comments: ETA of Delivery after purchase order has been submitted: 18 – 21 days. The quote is valid until October 15, 2004.