



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



January 31, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT FOR COMPUTER HARDWARE MAINTENANCE
SERVICES WITH COMPUTER DATA SOURCE, INC.
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE () APPROVED WITH MODIFICATION
() DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor, County of Los Angeles, to sign the attached Agreement with Computer Data Source, Inc., to provide computer hardware maintenance services for the Hewlett Packard (HP) computer equipment that supports the County's Mobile Digital Communication System (MDCS) for the Los Angeles County Sheriff's Department (Department) for a term of three (3) years, with two (2) one-year options and thereafter a six (6) month period, in any increment.
2. Authorize the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Department, including the above extension provisions, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Sheriff's Department to keep its MDCS computer equipment maintained in working condition to enable the Department

A Tradition of Service

to continue providing 24 hours a day, seven (7) days a week service to over 2.7 million residents of Los Angeles County. The MDCS is a computer-aided dispatch system that supports 9-1-1 emergency calls to Sheriff's patrol vehicles in the field and is located at the Sheriff's Communications Center and at substations throughout the County.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Goals Number 1, Service Excellence, and Number 8, Public Safety, by providing the Department a MDCS to support 9-1-1 emergency calls to patrol vehicles.

FISCAL IMPACT/FINANCING

The Department has identified funding in its Fiscal Year 2005-06 adopted budget. The Department will continue to allocate the funds required to continue these services throughout the duration of this Agreement.

The Maximum Contract Amount, inclusive of all time periods, taxes and costs, including any and all extensions, is and shall not exceed \$668,069.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor has been notified and is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service Program and Safely Surrendered Baby Law.

County Counsel has reviewed this Agreement and approved as to form.

The Chief Information Officer has reviewed and approved this Agreement.

CONTRACTING PROCESS

The Invitation For Bids (IFB) was posted on the County's Bid Website on July 21, 2005, as well as the Department's contract website. In response to the IFB, three (3) bids were received prior to the due date of August 19, 2005. Following an evaluation of the bids, the Sheriff's Department determined that all three (3) bids met the minimum requirements. Computer Data Source, Inc. was chosen because it met all of the minimum requirements and was the lowest price bid.

IMPACT ON CURRENT SERVICES

Approval of this Agreement will ensure uninterrupted Hewlett Packard computer hardware maintenance services for existing equipment, which supports the Department's Mobile Digital Communications System.

CONCLUSION

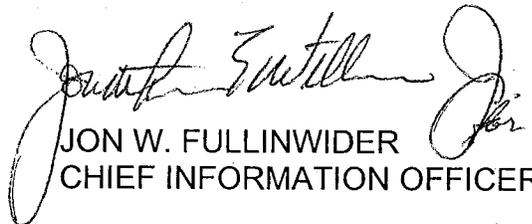
Upon approval by your Board, please return two (2) copies of the adopted Board letter and two (2) original executed copies of this Agreement to the Los Angeles County Sheriff's Department's Contracts Unit.

Sincerely,

Reviewed by:



LEROY D. BACA
SHERIFF



JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

**CIO ANALYSIS
AGREEMENT FOR
MAINTENANCE SERVICES FOR SHERIFF'S DEPARTMENT'S
MOBILE DIGITAL COMMUNICATIONS SYSTEM**

CIO RECOMMENDATION: APPROVE APPROVE WITH MODIFICATION
 DISAPPROVE

Contract Type:

New Contract Contract Amendment Contract Extension
 Sole Source Contract

New Contract Term: Base Term: 3 Years # of Option Yrs: 2

Contract Components:

Software Hardware Telecommunications
 Professional Services Maintenance services

Project Executive Sponsor: Chief Michael Aranda

Budget Information:

Y-T-D Contract Expenditures	0
Requested Contract Amount	\$668,069
Aggregate Contract Amount	\$668,069

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated? The Sheriff's Department is required to maintain an automated computer-aided dispatch system.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The Sheriff Mobile Digital Communication System supports the County's Strategic Goal Number 1: Service Excellence; Goal Number 3: Organizational Effectiveness; and Goal Number 8: Public Safety.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? Maintenance for this system is included in the Sheriff's Department's FY 2005-2006 budget and Business Automation Plan.

Strategic Alignment, continued:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with Los Angeles County's I/T Directions Document? The Hewlett Packard (HP) computer hardware complies with the following goal within the I/T Directions document: Goal 1: Conducting government electronically.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? This is a maintenance contract for legacy hardware the Department intends to replace with current standard technology in the future. The computer hardware is a special high availability type that is designed for computer-aided dispatch systems.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Introduction:

The Sheriff's Department (Sheriff) is requesting your Board's approval of an Agreement with Computer Data Source, Inc. for maintenance services of the Sheriff's Mobile Digital Communications System's (MDCS) computers. The term of the proposed Agreement is three (3) years with two (2) one-year options. The Maximum Sum for the Agreement will be \$668,069.

The agreement is included in the contracts listing within the Sheriff's Department's 2005-2006 Business Automation Plan and the Sheriff's Fiscal Year Information Technology Budget. The Sheriff's general fund budget will provide funding for this Agreement.

Project/Contract Description:

The present maintenance agreement will expire on February 8, 2006. This new Agreement provides for the necessary maintenance and support of computer servers that run the Department's Mobile Digital Communications System.

Project Background:

MDCS is a computer-aided dispatch system, located at the Sheriff's Communications Center and at substations throughout the County, which supports 9-1-1 emergency calls to Sheriff's patrol vehicles in the field. The Sheriff's Department requires its MDCS computer equipment to be maintained on a 24 by 7 basis to enable the Department to provide quality service to over 2.7 million residents within Los Angeles County.

The Sheriff has been using Tandem computers for the MDCS computers since July 1990. Tandem was acquired by Compaq Incorporated in February 1999. Compaq was then acquired by Hewlett Packard in May 2004.

The Sheriff had contacted the County's Internal Services Department in an effort to add the MDCS computers to the HP Countywide Maintenance Agreement but was not offered a comparable discount on the required maintenance services.

Project Justification/Benefits:

The Department conducted an open competitive solicitation process and received three (3) bids for the provision of these services. Computer Data Source was selected as they met all the minimum requirements and submitted the lowest price bid. Ongoing maintenance is critical in providing a reliable hardware environment to support the Sheriff's Mobile Digital Communications System.

Project Metrics:

The metrics and standards established under this Agreement are the same as those included in the previous agreement used by the Department in its maintenance contract with Compaq Hewlet-Packard (HP) since 1999.

Impact If Proposal Is Not Approved:

The Sheriff must maintain the MDCS equipment. If the Agreement is not approved, the Sheriff will have to pay non-contract rates for the equipment maintenance, which may be substantially higher.

Alternatives Considered:

The Sheriff has no other alternative.

Project Risks:

There is very little project risks associated with the Agreement. As a result of an open competitive solicitation process and by selecting Computer Data Source, the Department will be able to achieve significant cost-savings. Although the selected vendor, Computer Data Source, is a small company (compared to the previous vendor, HP), the risk exposure remains small. The inherent risk related to MDCS' aging platform and equipment will remain until the Department implements a new system.

Risk Mitigation Measures:

Should the selected vendor fail to meet the performance requirements specified in the Agreement, the Department has contingency plans in place to continue the business operations and pursue alternatives to acquire maintenance services for its MDCS computer servers.

Financial Analysis:

The allocated funding under the Agreement is itemized below:

Hardware maintenance costs	\$513,893.00
15% Contingency funds	\$77,088.00
Time and materials funds	\$77,088.00
Payable under this Amendment	\$668,069.00

The hardware maintenance costs are for maintenance of MDCS equipment located at the Sheriff's Communications Center and at substations throughout the County. The contingency funds are for any new or additional equipment needed within the MDCS network. The time and material funds are for any non-standard services required to support the MDCS network.

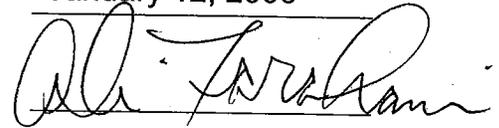
CIO Recommendations:

My office supports this action and recommends approval by your Board.

CIO APPROVAL

Date Received: January 12, 2006

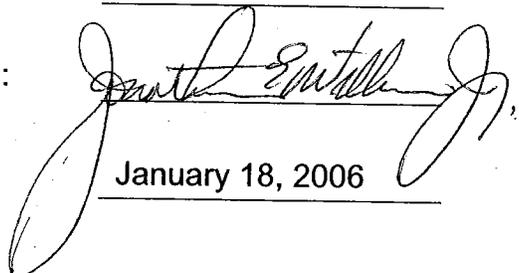
Prepared by:



Date:

January 17, 2006

Approved:



Date:

January 18, 2006



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COMPUTER DATA SOURCE, INC.

FOR

**COMPUTER HARDWARE
MAINTENANCE SERVICES**

**AGREEMENT PROVISIONS
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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
COMPUTER DATA SOURCE, INC.
FOR
COMPUTER HARDWARE MAINTENANCE SERVICES**

This Agreement and Exhibits is made and entered into as of the date executed by the Los Angeles County Board of Supervisors, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and Computer Data Source, Inc., a New Jersey Corporation, hereinafter referred to as "CONTRACTOR," with regard to the following recitals:

RECITALS

WHEREAS, the Los Angeles County Sheriff's Department, hereinafter referred to as "SHERIFF," by and through its Communications and Fleet Management Bureau, is charged with the responsibility of providing maintenance of its Hewlett Packard (HP) computer hardware; and

WHEREAS, the SHERIFF requires a computer maintenance contractor to maintain and repair HP computer hardware; and

WHEREAS, the COUNTY does not have the technical staff with the specific skills and expertise necessary to maintain and repair HP computer hardware; and

WHEREAS, the COUNTY is authorized by California Government Code Section 31000 to contract for special services, including the services described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, all of which are incorporated as part of this Agreement, CONTRACTOR and COUNTY hereby further agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Interpretation

This base document and Exhibits A, B, C, D, E, F and G form the Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document and then to the Exhibits according to the following priority:

- 1.1.1 EXHIBIT A - Statement of Work
- 1.1.2 EXHIBIT B - Equipment Maintenance Price List
- 1.1.3 EXHIBIT C - Performance Requirements Summary (PRS) Chart
- 1.1.4 EXHIBIT D - Contractor's EEO Certification
- 1.1.5 EXHIBIT E - Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.1.6 EXHIBIT F - Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.1.7 EXHIBIT G - Contract Discrepancy Report

1.2 ENTIRE AGREEMENT

This base document and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

1.3 STATEMENT OF WORK

The CONTRACTOR shall provide services to the COUNTY as set forth in the Exhibit A, Statement of Work.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Change Notices:** The addition or deletion of computer hardware from the Agreement Exhibit B, Equipment Maintenance Price List, and/or other changes that do not affect the scope of work, by the documentation and procedures set forth in Section 8.4 of this agreement.
- 2.2 **Contractor's Current Rate:** The rate then in effect as stated in Exhibit B, Equipment Maintenance Price List.
- 2.3 **County Site:** Shall mean the physical premises where SHERIFF has any HEWLETT PACKARD (HP) Computer Hardware Equipment listed on the Agreement Exhibit B, Equipment Maintenance Price List.
- 2.4 **Day(s):** Whether singular or plural, shall mean calendar day(s) unless otherwise specified.
- 2.5 **Engineering Change Order or "ECO":** A change to equipment that the equipment manufacturer recommends to improve the performance, reliability, maintainability or safety of such equipment.
- 2.6 **Equipment:** Shall mean the total complement of individual machines and/or units of computer hardware set forth in the Agreement Exhibit B, Equipment Maintenance Price List.
- 2.7 **Fiscal Year:** Shall mean the consecutive twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Maximum Annual Amount:** Shall mean the maximum amount for each year, including extensions, as set forth in Subsection 5.1.
- 2.9 **Maximum Agreement Amount:** Shall mean the maximum amount for this Agreement as set forth in Subsection 5.2.
- 2.10 **Normally Scheduled Maintenance Service Period:** Shall mean those hours during which CONTRACTOR provides standard, on-call maintenance service, further defined in Exhibit A, Statement of Work, Section 6.0.

- 2.11 **Normally Scheduled Maintenance Services:** Shall include services described in Exhibit A, Statement of Work, Section 2.2, excluding Section 2.2.6.
- 2.12 **Preventive Maintenance:** Shall include, but not be limited to, adjustments, lubrication, cleaning, replacement of defective parts, and retrofitting for Engineering Change Orders ("ECO").
- 2.13 **Remedial Maintenance:** Shall include repair service that is required due to a malfunction of the equipment.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Exhibit A, Statement of Work.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, documents, or work to COUNTY other than as specified in this Agreement, or if CONTRACTOR provides such items requiring COUNTY's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY thereof.
- 3.3 **WARRANTY OF PARTS, EQUIPMENT AND LABOR**
Warranties of parts, equipment and labor will be as follows:
 - 3.3.1 CONTRACTOR warrants that all tasks, goods, services, and other work performed hereunder will be performed in a timely and workmanlike manner, using only qualified and trained maintenance technicians, totally familiar with the equipment and its maintenance requirements and that all tasks, goods, services and other work provided shall conform to the standards generally observed in the industry for the same or similar tasks, goods, services and other work.
 - 3.3.2 Furthermore, CONTRACTOR warrants that it will maintain SHERIFF's equipment free from defects in workmanship and materials, so that all equipment shall conform to the performance capabilities, characteristics, specifications, function and standards applicable thereto, as published by the manufacturer thereof.

3.3.3 In addition, CONTRACTOR warrants that it will maintain SHERIFF's equipment with parts which may be new standard parts produced by the equipment's manufacturer or refurbished used parts produced by that manufacturer or CONTRACTOR. Materials and exchange equipment shall be certified by CONTRACTOR as meeting the performance standards, ECO levels, and specifications set by HP. In the event CONTRACTOR is authorized by SHERIFF to implement an ECO on any equipment, CONTRACTOR warrants that it will strictly comply with that manufacturer's procedures for implementing such ECO.

3.3.4 CONTRACTOR shall make commercially reasonable effort to correct any and all defects, errors or omissions in the tasks, goods, services and other work provided pursuant to this Agreement. The correction of all such defects, efforts or omissions shall be at no cost to COUNTY.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be for a period of three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The COUNTY shall have the option to extend the Agreement, at the sole discretion of the COUNTY, in one (1) year increments, for a maximum of two (2) single-year extensions. Notice of COUNTY's intention to extend will be given to CONTRACTOR sixty (60) days prior to expiration of the Agreement. The SHERIFF is delegated the authority to exercise and execute the extension options.
- 4.3 The COUNTY shall have the sole option to extend the Agreement for an additional six (6) months thereafter, in any increment. The SHERIFF is delegated the authority to exercise and execute the extension option.
- 4.4 All terms and conditions of this Agreement shall remain in full force and effect if the Agreement is extended under Subsections 4.2 and/or 4.3 of this section.
- 4.5 CONTRACTOR shall notify COUNTY when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Director at the address herein provided in Section 6.0, Sub-paragraph 6.1 of this document.

4.6 In the event this Agreement is terminated prior to the expiration date, CONTRACTOR shall fully cooperate with COUNTY to provide for the transition to whatever service replacement method COUNTY determines to be in its best interest.

5.0 AGREEMENT SUM

5.1 The maximum Annual Amount and the Maximum Six -Month Amount for this Agreement is as follows:

	<u>MAXIMUM ANNUAL</u>
First Year	\$121,467.00
Maintenance	\$93,435.00
First Year 15% Contingency	14,016.00
First Year Hourly Rates	14,016.00
Second Year	\$121,467.00
Maintenance	\$93,435.00
First Year 15% Contingency	14,016.00
First Year Hourly Rates	14,016.00
Third Year	\$121,467.00
Maintenance	\$93,435.00
First Year 15% Contingency	14,016.00
First Year Hourly Rates	14,016.00
First Extension Year	\$121,467.00
Maintenance	\$93,435.00
First Year 15% Contingency	14,016.00
First Year Hourly Rates	14,016.00
Second Extension Year	\$121,467.00
Maintenance	\$93,435.00
First Year 15% Contingency	14,016.00
First Year Hourly Rates	14,016.00

Maximum price for six (6) Month Period Extension	\$60, 734.00
Maintenance	\$46,718.00
Six Month Extension 15% Contingency	7,008.00
Six Month Extension Hourly Rates	7,008.00

- 5.2 The Maximum Agreement Amount, inclusive of all time periods, taxes and costs, including any and all extensions, is and shall not exceed \$668,069. No out-of-pocket fees, costs, and/or expenses are covered in the agreement, and all such fees shall be the sole responsibility of CONTRACTOR. The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.3 There is no guarantee that the Maximum Annual Amount, and/or Maximum Agreement Amount will be paid during the applicable periods.
- 5.4 Contingency funds may be used only to pay for additional equipment under Paragraph 5.5 or elsewhere in this agreement and/or hourly rate charges under Exhibit B-2. Unused contingency funds from one fiscal year may be used for contingencies occurring in later fiscal years.
- 5.5 The COUNTY may add or delete equipment to this Agreement by the COUNTY Project Director initiating a Change Notice. Should any equipment be added to Exhibit B, Equipment Maintenance Price List, the charges for such additional equipment shall be mutually agreed to in writing between the parties hereto when the Change Notice is initiated and the price schedules in Exhibit B will be amended to reflect the changes. In no event shall the addition of Equipment cause the aggregate price to exceed the Maximum Annual Amount, and/or Maximum Agreement Amount, as set forth in Subsections 5.1 and 5.2.
- 5.6 CONTRACTOR will be paid Hourly Rates as set forth in Exhibit B-2, for services as described in Sections 2.2.6, 6.6 and

13.2 of Exhibit A, Statement of Work and cost of equipment not included in Normally Scheduled Maintenance Services.

5.7 All goods and services, other than those stated in Section 5.6 are included in the Equipment Maintenance Price List Rates, Exhibit B-1.

5.8 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total agreement authorization under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to the address herein provided in Section 6.0, Sub-paragraph 6.1 of this document.

5.9 No Payment for Services Provided Following Expiration/
Termination of Agreement

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

5.10 Invoices and Payments

5.10.1 The CONTRACTOR shall invoice the COUNTY monthly in arrears only for providing the tasks, deliverables, goods, services, and other work specified in the Exhibit A, Statement of Work, *and* elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Agreement. The CONTRACTOR's payments shall be as provided in the Equipment Maintenance Price List, Exhibit B, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved by the COUNTY.

5.10.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B, Equipment Maintenance Price List.

5.10.3 The CONTRACTOR's invoices shall include:

- A. COUNTY's Agreement Number
- B. CONTRACTOR's name and address
- C. Billing Period; beginning and ending dates
- D. Itemized total charges for all services, inclusive of all applicable sales tax, labor and parts, provided under this Agreement during the billing period, for each equipment location/site.
- E. Itemized charges for services that will be paid at Hourly Rates for each equipment location/site.
- F. Itemized charges for equipment added by Change Notices, as approved in writing by COUNTY Project Manager.

5.10.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY Project Manager by the 15th calendar day of the month following the month of service.

5.10.5 All invoices under this Agreement shall be submitted in two (2) copies to the following addresses:

Los Angeles County Sheriff's Department
County Project Manager
Peggy Sun
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063-3217

Los Angeles County Sheriff's Department
Fiscal Administration
Jaime Ocampo
4700 Ramona Boulevard, 3rd Floor
Monterey Park, CA 91754

5.10.6 County Approval of Invoices. All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of invoices by the COUNTY. All incomplete or incorrect invoices will be returned to the CONTRACTOR and will not be held to the two (2) week approval time.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown, in accordance with Sub-paragraph 8.4, Change Notices and Amendments.

6.1 COUNTY's Project Director

6.1.1 The COUNTY's Project Director for this Agreement is as follows:

Susan Kopperud, Captain
Los Angeles County Sheriff's Department
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063-3217

6.1.2 Responsibilities of the COUNTY's Project Director include:

- Ensuring that the objectives of this Agreement are met; and
- Approves changes in the terms and conditions of this Agreement in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.1.3 Other than anything listed in Subsection 6.1.2 of this Section, COUNTY's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

6.1.4 COUNTY's Project Director shall have the right at all times to inspect any and all tasks, goods, services or other work performed or provided by or on behalf of CONTRACTOR.

6.2 COUNTY's Project Manager

6.2.1 The COUNTY's Project Manager for this Agreement is:

Peggy Sun
Los Angeles County Sheriff's Department
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063-3217

- 6.2.2 The authority and responsibilities of the COUNTY Project Manager include the following:
- Meeting with CONTRACTOR's Project Manager on a regular basis; and
 - Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- 6.2.3 The COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.
- 6.2.4 COUNTY Project Manager shall advise COUNTY Project Director as to CONTRACTOR's performance in areas relating to requirements and technical standards.
- 6.2.5 All non-standard services performed hereunder by CONTRACTOR must meet with the approval of the COUNTY Project Manager, who shall be responsible for a detailed evaluation of CONTRACTOR's performance and whose written approval of all invoices submitted is required prior to any payment therein.
- 6.2.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Project Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

CONTRACTOR'S ADMINISTRATION

The CONTRACTOR shall notify the COUNTY in writing of any change in the names or addresses shown, in accordance with Sub-paragraph 8.4, Change Notices and Amendments.

7.1 CONTRACTOR's Project Director

7.1.1 The Project Director for the CONTRACTOR is:

Ed Lloyd
880 Columbia Avenue, Suite 3
Riverside, CA 92507
(951) 787-8008
elloyd@cds.net

7.1.2 The duties of the CONTRACTOR's Project Director are those indicated elsewhere in the Agreement, including, but not limited to Paragraph 8.4 (Change Notices and Amendments) and Paragraph 8.30 (Dispute Resolution Procedure).

7.2 CONTRACTOR's Project Manager

7.2.1 The Project Manager for the CONTRACTOR is:

Mick McGuire
880 Columbia Avenue, Suite 3
Riverside, CA 92507
(951) 787-8008
mmcquire@cds.net

7.2.2 Responsibilities of CONTRACTOR's Project Manager are to administer the Agreement operations after the Agreement is awarded.

7.3 Approval of CONTRACTOR's Staff

COUNTY approves the proposed CONTRACTOR Project Director and CONTRACTOR Project Manager listed in Paragraphs 7.1.1 and 7.2.1. COUNTY Project Director has the right to approve or disapprove any proposed replacement for CONTRACTOR Project Director and CONTRACTOR Project Manager. If CONTRACTOR desires to replace, or if COUNTY, at its discretion, requires removal of, either CONTRACTOR Project Director or CONTRACTOR Project Manager, CONTRACTOR shall provide COUNTY with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of CONTRACTOR Project Director or CONTRACTOR Project Manager.

7.3.1 All staff employed by and on behalf of CONTRACTOR shall be adults who are legally eligible to work under the laws of the United States of America and the state of California. All members of CONTRACTOR's staff who have direct contact with COUNTY (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

7.4 CONTRACTOR's Staff Identification

7.4.1 CONTRACTOR shall provide all staff assigned to this Agreement with a photo identification badge in accordance

with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.4.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Agreement.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during the term of this Agreement, the COUNTY may require that all CONTRACTOR staff performing work under this Agreement undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.5.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Agreement at any time during the term of the Agreement. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

7.5.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with County facility access, at the sole discretion of the COUNTY.

7.5.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.5, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

7.6.1 The CONTRACTOR shall maintain the confidentiality of all information, documents and records pertaining to the work of the COUNTY and shall not publish or disseminate any such information to any third party in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. The CONTRACTOR shall cause each employee performing services covered by this Agreement to sign and adhere to Exhibit E, "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement".

The CONTRACTOR shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit F, "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement".

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of the COUNTY. Any unapproved assignment or delegation shall be null and void. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Agreement shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Agreement.

8.2 AUTHORIZATION WARRANTY

The CONTRACTOR and the person executing this Agreement on behalf of the CONTRACTOR hereby represent and warrant that the person executing the Agreement for the CONTRACTOR is an authorized agent, who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Agreement.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The COUNTY reserves the right to initiate Change Notices that do not materially affect the scope of work, term, Agreement Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR Project Director and by the COUNTY Project Director.

8.4.2 Notwithstanding Subsection 8.4.1, COUNTY's Project Director and CONTRACTOR's Project Manager may execute a change to Exhibit B, Equipment Maintenance Price List, in the form of a change notice to add or delete the equipment to be serviced, so long as such does not materially affect the scope of work, period of performance, and/or require payments in excess of the Maximum Annual Amount, and/or Maximum Agreement Amount. The deleted equipment will be effective upon receipt of the Change Notice by the CONTRACTOR. Any change notice that results in expenditures from the Contingency Funds, shall additionally require County Counsel approval.

- 8.4.3 For any change which materially affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, other than as described in Sub-paragraphs 8.4.1 and 8.4.2 of this section, a negotiated Amendment to this Agreement shall be prepared and executed by the COUNTY's Board of Supervisors and CONTRACTOR to be valid and enforceable.
- 8.4.4 The COUNTY's Board of Supervisors or Chief Administrative Officer, or designee, may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the CONTRACTOR and by the Sheriff.
- 8.4.5 The SHERIFF, may at his sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Agreement. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, SHERIFF shall provide notice to CONTRACTOR at least sixty (60) days prior to the termination of the Agreement.
- 8.4.6 CONTRACTOR shall retain all Change Notices for a period of five years from the commencement date of this Agreement.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within twenty (20) business days after the agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.2 If the COUNTY requests any changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally; a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the COUNTY's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 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 Agreement are hereby incorporated herein by reference.

8.6.2 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 attorneys' 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.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The CONTRACTOR shall comply with Exhibit D, Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement 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.

8.8.2 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 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 Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement 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 agreements or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 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 Agreement, the subcontractor shall also be subject to

the provisions of this Sub-paragraph. The provisions of this Sub-paragraph 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 Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Agreement 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 Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY agreements for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Agreement. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

- 8.12.1 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 Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.
- 8.12.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Agreements which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the CONTRACTOR may have with the COUNTY.
- 8.12.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of an agreement with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform an Agreement 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 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.
- 8.12.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence that 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.

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. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

8.12.5 These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County Contractors to voluntarily post the COUNTY'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 County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the County through an Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the 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 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which the 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, shall repay all costs incurred by COUNTY for such repairs by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements

set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Agreement is by and between the COUNTY and the 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 the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Agreement.
- 8.21.4 As previously instructed in Sub-paragraph 7.6 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Agreement to sign and adhere to Exhibit E, "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement. The CONTRACTOR shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit F, "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement".

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, 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 the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Attention: Irma Santana, Contracts Analyst
4700 Ramona Boulevard
Monterey Park, California, 91754

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverage required in this Agreement;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the

right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend this Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Project Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.

8.23.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.23.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is

responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the COUNTY, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Sheriff in a written notice describing the reasons for said action.

8.25.2 If the COUNTY determines that there are deficiencies in the performance of this Agreement that the COUNTY deems are correctable by the CONTRACTOR over a certain time span, the COUNTY will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames, Contract Discrepancy Report (CDR), Exhibit G. Should the CONTRACTOR fail to correct deficiencies within said time frame, the COUNTY may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such

damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, Exhibit C, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Agreement.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.
- 8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission

or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Agreement, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) hours for maintenance services, or one (1) day for administrative delays, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 DISPUTE RESOLUTION PROCEDURE

8.30.1 General. CONTRACTOR and COUNTY agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 8.30 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

8.30.2 Continued Work. CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.

8.30.2.1 If CONTRACTOR fails to continue without delay its performance hereunder that COUNTY, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by CONTRACTOR or COUNTY as a result of CONTRACTOR's failure to continue to so perform shall be borne by CONTRACTOR, and CONTRACTOR shall make no claim whatsoever against COUNTY for such costs. CONTRACTOR shall promptly reimburse COUNTY for such COUNTY costs, as determined by COUNTY, or COUNTY may deduct or offset all such additional costs from any amounts due to Contractor from COUNTY.

8.30.2.2 If COUNTY fails to continue without delay to perform its responsibilities under the Agreement which COUNTY, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by CONTRACTOR or COUNTY as a result of COUNTY's failure to continue to so perform shall be borne by COUNTY, and COUNTY shall make no claim whatsoever against CONTRACTOR for such costs. COUNTY shall promptly reimburse CONTRACTOR for all such additional CONTRACTOR costs subject to the approval of such costs by COUNTY.

8.30.3 Dispute Resolution Procedures. In the event of any dispute between the parties with respect to the Agreement, CONTRACTOR and COUNTY shall submit the matter as follows:

8.30.3.1 CONTRACTOR and COUNTY shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

8.30.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

8.30.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of

the dispute, then the matter shall be immediately submitted to CONTRACTOR's president or chief executive officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

8.30.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

8.30.4 Documentation of Dispute Resolution Procedures. All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 8.30.3, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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 No. 1015. You can obtain copies of the Notice by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

8.32 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 at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Section 6.0 Administration of Agreement – County and Section 7.0 Administration of Agreement – Contractor. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Invitation For Bids (IFB) used in the solicitation process for this Agreement, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or

“proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR’s need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Agreement within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY’s Project Director. The COUNTY shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless the COUNTY’s

written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

8.37.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

8.38 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 this Agreement.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Agreement may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Agreement.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.

8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department
Fiscal Administration - Contracts Unit
Attention: Irma Santana, Contract Analyst
4700 Ramona Boulevard
Monterey Park, California 91754

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Agreement pursuant to Sub-paragraph 8.42 - Termination for Default.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- Stop work under this Agreement on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as though it shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Agreement shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Agreement, if, in the judgment of COUNTY's Project Director:
- CONTRACTOR has materially breached this Agreement;
 - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 8.42.2 In the event that the COUNTY terminates this Agreement in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess

costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 In the event the COUNTY terminates this Agreement in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five

Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Agreement sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Los Angeles County Sheriff's Department, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Agreement or otherwise. These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Agreement, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The COUNTY 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 the 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 or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.43.2 The CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Agreement during any of the COUNTY's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.0.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.0.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another

in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.0.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.0.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this agreement to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the agreement amount and what the COUNTY's costs would have been if the agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.1 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.1.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through CONTRACTOR's work pursuant to this Agreement. CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to CONTRACTOR's work under this Agreement.

9.1.2 During the term of this Agreement and for five (5) years thereafter, CONTRACTOR shall maintain and provide security for all CONTRACTOR's working papers prepared under this Agreement. COUNTY shall have the right to inspect, copy and use at any time

during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by CONTRACTOR outside the scope of this Agreement, which CONTRACTOR desires to use hereunder, and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of CONTRACTOR.
- 9.1.5 Notwithstanding any other provision of this Agreement COUNTY will not be obligated to CONTRACTOR in any way under Sub-paragraph 9.1 for any of CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.1 or for any disclosure which COUNTY is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this Sub-paragraph 9.1 shall survive the expiration or termination of this Agreement.

9.2 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.2.1 CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of CONTRACTOR's work under this Agreement. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR's defense and settlement thereof.
- 9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding

alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

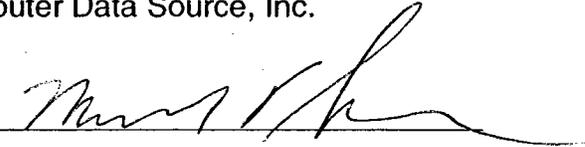
9.2.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By: _____
Mayor, County of Los Angeles

CONTRACTOR
Computer Data Source, Inc.

By: 

Name: Michael Singleton

Title: CFO

Date: 1/16/2006

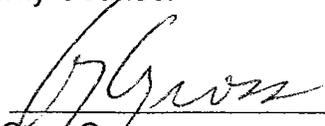
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 

Gary Gross
Principal Deputy County Counsel

Date: 1/12/06

EXHIBIT A

STATEMENT OF WORK

**AGREEMENT
WITH COMPUTER DATA SOURCE, INC. FOR
COMPUTER HARDWARE MAINTENANCE SERVICES**

**EXHIBIT A
STATEMENT OF WORK**

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EXHIBIT A STATEMENT OF WORK

1.0 INTRODUCTION

This EXHIBIT A, Statement of Work, defines the scope of work to be performed by the CONTRACTOR for COUNTY's Sheriff Department 's ("SHERIFF's") Hewlett-Packard (HP) computer hardware maintenance.

2.0 WORK TO BE PERFORMED

2.1 For all equipment listed in EXHIBIT B, Equipment Maintenance Price List, CONTRACTOR shall furnish on-call maintenance, on-site repair, and on-site exchange, as required by SHERIFF's, during the Normally Scheduled Maintenance Service Period. Normally Scheduled Maintenance Service Period is defined as those hours during which CONTRACTOR provides standard, on-call maintenance service, as further defined in Section 6 of this EXHIBIT A, Statement of Work.

2.2 Normally Scheduled Maintenance Services shall include:

2.2.1 Provide on-call remedial maintenance as required in response to calls placed by SHERIFF's.

2.2.2 Provide scheduled preventive maintenance ("PM"), based on the service requirements specified by the equipment manufacturer or as jointly scheduled by COUNTY's Project Manager and CONTRACTOR's Project Manager. PM shall include, but not be limited to, adjustments, lubrication, cleaning, replacement of defective parts, and retrofitting for Engineering Change Orders ("ECO").

2.2.3 Provide an exchange unit, if the equipment needs to be removed from SHERIFF's site for repair. Equipment that is a SHERIFF's fixed asset and is so identified, or has any other SHERIFF's identification number, and that has been removed by CONTRACTOR, must be returned by CONTRACTOR to SHERIFF's when repairs have been completed, or at such time the equipment is declared uneconomical to repair by CONTRACTOR.

2.2.4 Provide maintenance materials, tools, documentation, site management guide, diagnostics, and test equipment necessary for the maintenance services described herein; such items at all times to remain the property and responsibility of CONTRACTOR.

- 2.2.5 Provide remote diagnosis services for those SHERIFF's sites which have equipment installed to receive remote diagnosis.
- 2.2.6 Provide de-installation and reinstallation of equipment that SHERIFF determines needs to be moved. SHERIFF shall pay for labor and materials provided during the movement of equipment at CONTRACTOR's current rates. SHERIFF shall notify CONTRACTOR 15 days prior to the date the equipment is scheduled to be moved.

3.0 SHERIFF'S WORK SITES

- 3.1 SHERIFF's work sites and their locations are listed in EXHIBIT B, Equipment Maintenance Price List. Sites may be added or deleted to the agreement subject to review by COUNTY's Project Director and CONTRACTOR utilizing a Change Notice as described in the Agreement.
- 3.2 CONTRACTOR is responsible for all travel expenses and equipment transportation to the Avalon site.

4.0 PARTS & INSTALLATION

- 4.1 CONTRACTOR shall provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain HP computer hardware equipment in accordance with service provisions hereof. PM shall include replacement of parts as necessary, as determined by COUNTY's Project Manager and CONTRACTOR's Project Manager, in order to conform with the warranty provisions hereof. Maintenance parts, may be new standard parts produced by the manufacturer or refurbished used parts produced by the manufacturer or CONTRACTOR. Parts must meet the latest ECO level set by the manufacturer unless otherwise approved by COUNTY's Project Manager, shall be furnished on an exchange basis, and the replaced parts shall become the property of CONTRACTOR, unless labeled with a SHERIFF's identification number. CONTRACTOR will notify SHERIFF at a minimum of sixty (60) days in advance when CONTRACTOR has determined that replacement parts are unavailable for HP NonStop computer hardware listed in EXHIBIT B, Equipment Maintenance Price List.
- 4.3 CONTRACTOR shall provide parts for the HP NonStop processors and peripheral equipment listed in EXHIBIT B, Equipment Maintenance Price List within one (1) day under normal conditions. CONTRACTOR shall provide parts for processors and peripheral equipment within two (2) hours from problem determination when the COUNTY's Project Manager determines an emergency situation exists.

- 4.4 CONTRACTOR shall install all Mandatory ECO's on equipment subject to SHERIFF's sole right of refusal of any change. Mandatory ECO installation shall be done at no charge to COUNTY during the Normally Scheduled Maintenance Service Period and will be at a time mutually agreed upon by the parties hereto. CONTRACTOR will advise SHERIFF of Non-Mandatory ECO's. COUNTY's Project Manager and CONTRACTOR's Project Manager will mutually determine if Non-Mandatory ECO is required.

5.0 MAINTENANCE & REPAIR LOG AND DATA BASE

- 5.1 CONTRACTOR shall maintain, a written maintenance and repair log. CONTRACTOR shall provide to COUNTY's Project Manager a copy of such log on a monthly basis, due by the 15th of the following month. The maintenance and repair log shall include:
- 5.1.1 Each incident of hardware defect or malfunction by site, equipment/product item and serial number.
 - 5.1.2 Date, time, and duration of all maintenance work performed (remedial and preventive maintenance).
 - 5.1.3 Descriptions of the reasons for service work (i.e., either regular maintenance and diagnostic reports of correction, adjustments, or updates; or descriptions of defects or malfunctions).
 - 5.1.4 The status of all open or closed problem report calls.
- 5.2 CONTRACTOR shall aggregate the information in maintenance and repair logs into monthly management reports as set forth in REQUIRED REPORTS, Section 15.0, of this Statement of Work.
- 5.3 CONTRACTOR shall maintain a computerized database of all equipment listed in EXHIBIT B, Equipment Maintenance Price List, by model number, description, system serial number, address of the SHERIFF's site at which the item of equipment is installed, and telephone number at such address. CONTRACTOR shall keep said data base current at all times during the term of the Agreement by adding and deleting entries as additions and deletions of equipment occur through the CHANGE NOTICE process, as described in the Agreement. This list shall be submitted to the COUNTY Project Manager on a monthly basis by the 15TH of the following month.

6.0 RESPONSE TIME

CONTRACTOR's response time and work hours for Normally Scheduled Maintenance Services are as follows, except as provided in Section 10.0:

- 6.1 CONTRACTOR shall respond to the SHERIFF's Communication Center ("SCC") within two (2) hours of SHERIFF's determination that on-site assistance is required, seven days per week, to provide remedial maintenance service for HP NonStop computer hardware on System's Host K20000 computer.
- 6.2 CONTRACTOR shall respond to remote SHERIFF's stations and facilities within two (2) hours of SHERIFF's determination to require on-site assistance, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to provide remedial maintenance service for HP NonStop computer hardware equipment residing on remote K2000 computers, excluding station terminals and printers.
- 6.3 CONTRACTOR shall respond to SCC to provide remedial maintenance service within four (4) hours between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the HP NonStop the K2000 DET Station Simulation System, KDV K2000 Development System, and DEV K2000 Development System.
- 6.4 CONTRACTOR will be capable of responding to two (2) calls for remedial service simultaneously while maintaining the response time requirements as specified in this Section 6.0, Statement of Work.
- 6.5 CONTRACTOR shall respond to remote SHERIFF stations and facilities as specified in EXHIBIT B, Equipment Maintenance Price List, and provide remedial maintenance service for HP NonStop terminals and printers within four (4) hours between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. However, if the failure of the terminal or printer significantly degrades or disrupts the normal operation of the station or facility where the equipment is located, at the determination of the COUNTY's Project Manager, CONTRACTOR shall make a best effort to respond to the station or facility and provide remedial maintenance service within two (2) hours.
- 6.6 In the event the COUNTY's Project Manager requests remedial maintenance service outside the hours prescribed in the Statement of Work, as described in this Section 6.0, the CONTRACTOR shall respond within four hours or another mutually agreed upon response time. For such service, the COUNTY shall reimburse CONTRACTOR for CONTRACTOR's current Overtime (OT) Hourly Rates as specified in

EXHIBIT B, Equipment Maintenance Price List. The chargeable labor rate shall be billed for a minimum of two (2) hours.

- 6.7 Qualified CONTRACTOR personnel shall diligently undertake to correct all noticed problems and to restore equipment to good working order until such equipment is satisfactorily repaired, as determined by COUNTY's Project Manager and CONTRACTOR's Project Manager.
- 6.8 SHERIFF reserves the right to refuse access to sites. This will not be considered as failure by CONTRACTOR to meet the agreement Response Times.
- 6.9 In all cases where CONTRACTOR has been called to provide remedial maintenance service at a remote SHERIFF's station or facility, he shall notify the SHERIFF's Communication Center, Mobile Digital Communications System (MDCS) computer operations staff, at the time of his arrival and at the time the repair is complete.

7.0 ENGINEERING CHANGE ORDERS

- 7.1 Thirty (30) days subsequent to the commencement of the Agreement CONTRACTOR shall develop and submit to the COUNTY's Project Manager a detailed maintenance plan that complies or exceeds the following requirements:
 - 7.1.1 Includes all mandatory and non-mandatory "HP NonStop Field Change Order Memoranda."
 - 7.1.2 Includes memoranda for all ECO's applicable to equipment maintained by CONTRACTOR, and makes formal recommendations to SHERIFF regarding implementation of the ECO.
 - 7.1.3 Maintains accurate records of ECO installations, including equipment part number, serial number, site address and date of installation. These records must be kept current within ten (10) days of the ECO installation date.
- 7.2 Thirty (30) days subsequent to the commencement of the Agreement, and at the request by COUNTY's Project Manager, CONTRACTOR will within one (1) working day, produce a list of all installed ECO's on any unit(s) of equipment.

8.0 MIXED EQUIPMENT/MAINTENANCE ENVIRONMENT

The maintenance plan as described in Section 7.0 of this Statement of Work, must include the CONTRACTOR's acceptance of responsibility and accountability in the event that CONTRACTOR must work with other hardware and/or software vendors. The maintenance plan must detail how the CONTRACTOR will work with other vendors to resolve problems with hardware and/or software that is connected to, controlled by, or dependent on equipment and/or software under warranty or maintenance by other vendors. The COUNTY's Project Manager will assess how well this portion of the maintenance plan will avoid or resolve potential disputes so that there is no impact to the service levels provided to the SHERIFF. The COUNTY's Project Manager will notify the CONTRACTOR's Project Manager of any deficiencies in writing and recommend corrective action as needed.

CONTRACTOR will respond to unidentified system related problems. The CONTRACTOR will cooperate with the SHERIFF's personnel and/or other vendor's support personnel to help with problem identification.

9.0 PARTS INVENTORY AND AVAILABILITY

Replacement parts and components installed by CONTRACTOR shall be the current engineering change level as defined in the latest "HP NonStop Field Change Order Memorandum." CONTRACTOR must supply replacement parts for all of the equipment listed in EXHIBIT B, Equipment Maintenance Price List. All such parts shall meet all current HP NonStop performance standards and specifications. These parts shall be certifiable for HP NonStop maintenance.

9.1 CONTRACTOR will maintain a depot stocking location to support the SHERIFF's Department. Parts will not be stocked at Sheriff sites or facilities.

9.2 The cost of all parts is included in the Equipment Maintenance Price List, EXHIBIT B, except as stated in Section 13.3 or by Change Order.

10.0 PROBLEM ESCALATION PROCESS

The CONTRACTOR shall implement and maintain the following problem escalation process for this Agreement:

10.1 To initiate assistance for a technical issue or a suspected problem, SHERIFF's Communication Center, Mobile Digital Communications System staff will contact the CONTRACTOR's Support Center (CSC). The CSC will operate 24 hours a day, seven (7) days a week, 365 days a year and may be reached by telephone, e-mail, web and/or system dial-out. The CSC will respond by asking for the HP NonStop system number,

company name, brief description of problem and severity level. The CONTRACTOR's SEVERITY levels are classified as follows:

Classification	Explanation
Critical	An entire system is down or at risk
Major	System or application is interrupted and there is a risk of recurrence
Minor	An irritating problem is encountered that has minimal impact upon business operation
No Impact	General questions or specific information required

- 10.2 The dispatch agent will assign a case number to ensure the support and tracking of the request. The call will then be routed to a support analyst in the CSC who will respond within the following time frames:

Severity Level	Response Time Business Hours	Response Time Non-Business Hours
Critical	5 minutes	30 minutes
Major	5 minutes	30 minutes
Minor	2 hours	Next business day
No Impact	4 hours	Next business day

- 10.3 The CSC support analyst will work to solve the problem online, where appropriate. The CSC support analyst will work with the SHERIFF's System Support Group (SSG), and members of the customer support team to analyze and determine the cause of the hardware failure. If the CSC's resources are unable to correct the issue online, then a Customer Engineer (CE) shall be dispatched to the site. The CSC support analyst will make use of the previously gathered diagnostic information necessary for identifying the failed or defective part or component and will provide that information to the CE to facilitate the right part or component to be brought to the site. Once onsite, the CE will take whatever actions are

needed to quickly resolve the service request.

10.4 If the CONTRACTOR's product specialist determines that a technical issue is the result of a design defect, the specialist will pass all related information and documentation on to the HP's Sustaining Engineering Department and notify SHERIFF of the escalation.

10.5 In addition to automatically escalating problems, the CONTRACTOR's local support teams will engage in an on-going assessment of the existing condition and estimations of probable resolution and may implement actions deemed appropriate to resolve the situation by engaging resources outside of the CONTRACTOR's employ. Use of any such outside resources to resolve a HP NonStop product based problem will not be billable to the COUNTY.

10.6 In the event that a HP NonStop computer hardware product becomes inoperable due to repeated failure over a period of time, and both SHERIFF and CONTRACTOR agree that the situation is beyond the limits of tolerable failure events, CONTRACTOR will:

10.6.1 Refurbish, overhaul or rebuild the equipment and provide a temporary substitute for each unit of such equipment, or:

10.6.2 Mechanically replace the equipment or defective component/field replaceable unit, or;

10.6.3 Take such action to remedy the situation as CONTRACTOR deems necessary and mutually agreed to in writing by the SHERIFF.

11.0 TEST AND DIAGNOSTIC TOOLS

CONTRACTOR will utilize all available HP NonStop maintenance or diagnostic utilities in diagnosing SHERIFF's HP NonStop computer hardware. These utilities will provide:

11.1 Ability to dial automatically to the CSC when problems occur for the Himalaya K-Series and S-Series systems when SHERIFF provides telephone support

11.2 Diagnostics which operate onsite or remotely via electronic link

11.3 Ability to monitor various and different HP NonStop hardware components to diagnose possible problems before they occur.

12.0 PREDICTIVE AND PREVENTATIVE MEASURES

- 12.1 CONTRACTOR will evaluate the current micro-code revision levels existing on the HP NonStop computer hardware systems and identify any requirements for updates. The COUNTY's Project Manager is responsible to update the micro-code.
- 12.2 If a micro-code incompatibility is identified by CONTRACTOR at the time of a repair activity resulting in a component replacement, the CONTRACTOR's Field Engineer is responsible to load the correct compatible micro-code.
- 12.3 CONTRACTOR will perform Preventative Maintenance (PM) on a quarterly basis on the individual SHERIFF's systems and on a monthly basis on the central host production system located at the SCC facility.

13.0 CONTRACTOR RESPONSIBILITIES

- 13.1 CONTRACTOR shall, at its sole cost and expense, maintain an office within the County or a county contiguous to Los Angeles County. CONTRACTOR's Project Manager shall be located in this office.
- 13.2 COUNTY's Project Manager may request unexpected services that are required due to SHERIFF's abuse, negligence, or force majeure. CONTRACTOR shall invoice Hourly Rate charges, based upon Contractor's current rate under Exhibit B, Equipment and Maintenance Price List, for the actual time spent on-site and round trip travel time between the closest CONTRACTOR support location and the customer's site, multiplied by the applicable labor rate, and CONTRACTOR'S actual cost for parts. There is no auto mileage charge since CONTRACTOR's Hourly Rates include travel expenses.
- 13.3 CONTRACTOR shall maintain, at its sole cost and expense, a toll-free telephone number at which CONTRACTOR's employees shall receive and respond to SHERIFF's service and/or trouble calls. In addition, SHERIFF shall, by use of this telephone number, have ready access to the status of previous SHERIFF's service and/or trouble calls. The toll-free telephone number shall be provided, at CONTRACTOR's sole cost and expense, on a twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year basis. Such number shall be answered by an employee of CONTRACTOR. In no event shall such number be an answering service, voice mail, or recorded message.
- 13.4 CONTRACTOR personnel will have the skills necessary to maintain equipment with any new maintenance requirements created through the

SHERIFF's acquisition or upgrade of HP NonStop equipment. SHERIFF will advise the CONTRACTOR in advance of any new HP NonStop equipment it intends to acquire. CONTRACTOR, at its sole expense, will provide the necessary training for its personnel to maintain the new equipment.

14.0 SITE AVAILABILITY

During the term of the Agreement, CONTRACTOR will be provided access to SHERIFF work sites during the hours specified and agreed to in RESPONSE TIME, Section 6 of this Statement of Work. Should CONTRACTOR require access at other times, CONTRACTOR must notify the COUNTY's Project Manager or designated representative at least two (2) business days in advance. This advance notice is necessitated by SHERIFF security requirements, and allows SHERIFF to schedule personnel to accompany and/or aid CONTRACTOR. The advance notice may be waived at the sole discretion of the COUNTY's Project Manager or designated representative.

15.0 REQUIRED REPORTS

15.1 CONTRACTOR shall provide monthly management reports concerning the services provided to SHERIFF to the COUNTY's Project Manager within five (5) workdays after calendar month's end at SHERIFF's request. Each report shall include, but not be limited to the following information:

15.2 All equipment for SHERIFF by equipment type:

15.2.1 Number of problems reported;

15.2.2 Mean time to effect response at SHERIFF's work site;

15.2.3 Mean time to repair, for repair completion;

15.2.4 Average length of time equipment was out of service;

15.2.5 Number of problems not repaired within one (1) service coverage day of the problem being reported to CONTRACTOR, compared to the total number of problems; and

15.2.6 Equipment failing more than once per month, including equipment identification, location, number of failures and failure dates.

15.3 Equipment by individual SHERIFF's work site/computer system number:

15.3.1 Identification of work site location and system number;

- 15.3.2 Number of problems reported;
- 15.3.3 Mean time to effect response at SHERIFF's work site;
- 15.3.4 Mean time to repair, for repair completion;
- 15.3.5 Average length of time equipment was out of service;
- 15.3.6 Number of problems by equipment type; and
- 15.3.7 Equipment by department and location failing more than once per month, including equipment identification, number of failures and failure dates.

EXHIBIT B

**EXHIBIT B - 1
EQUIPMENT MAINTENANCE
PRICE LIST**

**EXHIBIT B - 2
HOURLY RATES**

**EXHIBIT B - 3
EQUIPMENT LISTED BY
SYSTEM AND SITE**

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

Equipment Maintenance Prices - 1st Year

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item (2)	Monthly Extended Cost (2)
1	1493	K2000 CPU with 128 MB memory	50	\$ 48.64	\$ 2,432.00
2	3605	Communications controller, 4 line	45	\$ 6.08	\$ 273.60
3	3606-1	Communications controller, 16 line, asynchronous	25	\$ 6.84	\$ 171.00
4	3615-0	Controller, ethernet, w/o transceiver	29	\$ 5.32	\$ 154.28
5	4260	Disk drive, 4.2 GB	98	\$ 9.12	\$ 893.76
6	5165-1	SCSI BIC, External, MFC	25	\$ 6.08	\$ 152.00
7	5573	Printer, Laser-LX	7	\$ 14.44	\$ 101.08
8	6526A	Terminal, OSP, 14"	26	\$ 3.80	\$ 98.80
9	7270	Base Cabinet, dual power supplies	25	\$ 28.88	\$ 722.00
10	55N049	Host serial interface for 5573	7	\$ 6.08	\$ 42.56
11	4250	Disk drive, 2 GB	10	\$ 9.88	\$ 98.80
12	3214	Controller, tape	2	\$ 5.32	\$ 10.64
13	3216	Controller, fiber optic, 519x tape	4	\$ 5.32	\$ 21.28
14	3615-1	Controller, ethernet, w/o transceiver	2	\$ 5.32	\$ 10.64
15	5145	4MM Dat, Desktop cabinet, no ACL	1	\$ 22.80	\$ 22.80
16	5175	Tape Drive, 1600/6250 BPI, modular	1	\$ 50.92	\$ 50.92
17	5196ACL	Tape subsystem, cartridge in mosaic	3	\$ 94.24	\$ 282.72
18	6526A	Terminal, OSP, 14"	26	\$ -	\$ -
19	7272	K2000 Disk & I/O expansion cabinet	2	\$ 38.00	\$ 76.00
20	4240	Disk drive, 1038 MB	2	\$ 10.64	\$ 21.28
21	5516	Line printer, 300 lpm	2	\$ 27.36	\$ 54.72
22	5575	Printer, Laser, 8 ppm	4	\$ 7.60	\$ 30.40
23	5577-3PC	Laser Printer, 17 ppm, 600 DPI	1	\$ 13.68	\$ 13.68
24	6530	Terminal, 15" with standard keyboard	5	\$ 6.08	\$ 30.40
25	1943	Processor, K20000 with 2 channels, 256 K mem	8	\$ 109.44	\$ 875.52
26	3219	Disk controller for 455 Module	12	\$ 4.56	\$ 54.72

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
27	3601	Controller, Line Printer/Universal interface	2	\$ 6.08	\$ 12.16
28	3861	ServerNet-Ethernet controller	2	\$ 6.08	\$ 12.16
29	3863	ServerNet FESA	2	\$ 6.08	\$ 12.16
30	3870-X8	Unmanaged Ethernet switch-8 port	1	\$ 1.52	\$ 1.52
31	3886-16	16 line AWAN	1	\$ 12.16	\$ 12.16
32	3886-CL	AWAN - 16 port current loop	1	\$ 6.84	\$ 6.84
33	4619	18 B 15K RPM disk drive	16	\$ 8.36	\$ 133.76
34	6712-6	Torusnet for K20000 SE	1	\$ 163.40	\$ 163.40
35	7907-4	Cabinet, Multichannel I/O, 4 Channel	2	\$ 98.80	\$ 197.60
36	7190	S-series enclosure (cabinet)	1	\$ 31.92	\$ 31.92
37	7360	S-series power shelf	1	\$ 5.32	\$ 5.32
38	7912	Base Cabinet, K20000	1	\$ 31.16	\$ 31.16
39	7913	Cabinet, CPU expansion, K20000	3	\$ 29.64	\$ 88.92
40	455Mod8	Disk Module, 8 slot	6	\$ 3.80	\$ 22.80
41	4571S	Disk drive, Single, 4 GB for 455Mod	24	\$ 3.04	\$ 72.96
42	S7X-NSC4	NonStop sys console	1	\$ 10.64	\$ 10.64
43	SMOD-US	NonStop service connect USB	1	\$ -	\$ -
44	5190ACL	Tape subsystem, cartridge in mosaic	3	\$ 79.80	\$ 239.40
45	KC14	Standard System Console, 15" monitor	1	\$ 9.88	\$ 9.88
46	5574	Printer, Laser, 8 ppm	2	\$ 12.92	\$ 25.84

Total Monthly Cost - 1st Year

\$ 7,786.20

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

Equipment Maintenance Prices - 2nd Year

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
1	1493	K2000 CPU with 128 MB memory	50	\$ 48.64	\$ 2,432.00
2	3605	Communications controller, 4 line	45	\$ 6.08	\$ 273.60
3	3606-1	Communications controller, 16 line, asynchronous	25	\$ 6.84	\$ 171.00
4	3615-0	Controller, ethernet, w/o transceiver	29	\$ 5.32	\$ 154.28
5	4260	Disk drive, 4.2 GB	98	\$ 9.12	\$ 893.76
6	5165-1	SCSI BIC, External, MFC	25	\$ 6.08	\$ 152.00
7	5573	Printer, Laser-LX	7	\$ 14.44	\$ 101.08
8	6526A	Terminal, OSP, 14"	26	\$ 3.80	\$ 98.80
9	7270	Base Cabinet, dual power supplies	25	\$ 28.88	\$ 722.00
10	55N049	Host serial interface for 5573	7	\$ 6.08	\$ 42.56
11	4250	Disk drive, 2 GB	10	\$ 9.88	\$ 98.80
12	3214	Controller, tape	2	\$ 5.32	\$ 10.64
13	3216	Controller, fiber optic, 519x tape	4	\$ 5.32	\$ 21.28
14	3615-1	Controller, ethernet, w/o transceiver	2	\$ 5.32	\$ 10.64
15	5145	4MM Dat, Desktop cabinet, no ACL	1	\$ 22.80	\$ 22.80
16	5175	Tape Drive, 1600/6250 BPI, modular	1	\$ 50.92	\$ 50.92
17	5196ACL	Tape subsystem, cartridge in mosaic	3	\$ 94.24	\$ 282.72
18	6526A	Terminal, OSP, 14"	26	\$ -	\$ -
19	7272	K2000 Disk & I/O expansion cabinet	2	\$ 38.00	\$ 76.00
20	4240	Disk drive, 1038 MB	2	\$ 10.64	\$ 21.28
21	5516	Line printer, 300 lpm	2	\$ 27.36	\$ 54.72
22	5575	Printer, Laser, 8 ppm	4	\$ 7.60	\$ 30.40
23	5577-3PC	Laser Printer, 17 ppm, 600 DPI	1	\$ 13.68	\$ 13.68
24	6530	Terminal, 15" with standard keyboard	5	\$ 6.08	\$ 30.40
25	1943	Processor, K20000 with 2 channels, 256 K mer	8	\$ 109.44	\$ 875.52
26	3219	Disk controller for 455 Module	12	\$ 4.56	\$ 54.72

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
27	3601	Controller, Line Printer/Universal interface	2	\$ 6.08	\$ 12.16
28	3861	ServerNet-Ethernet controller	2	\$ 6.08	\$ 12.16
29	3863	ServerNet FESA	2	\$ 6.08	\$ 12.16
30	3870-X8	Unmanaged Ethernet switch-8 port	1	\$ 1.52	\$ 1.52
31	3886-16	16 line AWAN	1	\$ 12.16	\$ 12.16
32	3886-CL	AWAN - 16 port current loop	1	\$ 6.84	\$ 6.84
33	4619	18 B 15K RPM disk drive	16	\$ 8.36	\$ 133.76
34	6712-6	Torusnet for K20000 SE	1	\$ 163.40	\$ 163.40
35	7907-4	Cabinet, Multichannel I/O, 4 Channel	2	\$ 98.80	\$ 197.60
36	7190	S-series enclosure (cabinet)	1	\$ 31.92	\$ 31.92
37	7360	S-series power shelf	1	\$ 5.32	\$ 5.32
38	7912	Base Cabinet, K20000	1	\$ 31.16	\$ 31.16
39	7913	Cabinet, CPU expansion, K20000	3	\$ 29.64	\$ 88.92
40	455Mod8	Disk Module, 8 slot	6	\$ 3.80	\$ 22.80
41	4571S	Disk drive, Single, 4 GB for 455Mod	24	\$ 3.04	\$ 72.96
42	S7X-NSC4	NonStop sys console	1	\$ 10.64	\$ 10.64
43	SMOD-US	NonStop service connect USB	1	\$ -	\$ -
44	5190ACL	Tape subsystem, cartridge in mosaic	3	\$ 79.80	\$ 239.40
45	KC14	Standard System Console, 15" monitor	1	\$ 9.88	\$ 9.88
46	5574	Printer, Laser, 8 ppm	2	\$ 12.92	\$ 25.84

Total Monthly Cost - 2nd Year

\$ 7,786.20

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

Equipment Maintenance Prices - 3rd Year

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
1	1493	K2000 CPU with 128 MB memory	50	\$ 48.64	\$ 2,432.00
2	3605	Communications controller, 4 line	45	\$ 6.08	\$ 273.60
3	3606-1	Communications controller, 16 line, asynchronous	25	\$ 6.84	\$ 171.00
4	3615-0	Controller, ethernet, w/o transceiver	29	\$ 5.32	\$ 154.28
5	4260	Disk drive, 4.2 GB	98	\$ 9.12	\$ 893.76
6	5165-1	SCSI BIC, External, MFC	25	\$ 6.08	\$ 152.00
7	5573	Printer, Laser-LX	7	\$ 14.44	\$ 101.08
8	6526A	Terminal, OSP, 14"	26	\$ 3.80	\$ 98.80
9	7270	Base Cabinet, dual power supplies	25	\$ 28.88	\$ 722.00
10	55N049	Host serial interface for 5573	7	\$ 6.08	\$ 42.56
11	4250	Disk drive, 2 GB	10	\$ 9.88	\$ 98.80
12	3214	Controller, tape	2	\$ 5.32	\$ 10.64
13	3216	Controller, fiber optic, 519x tape	4	\$ 5.32	\$ 21.28
14	3615-1	Controller, ethernet, w/o transceiver	2	\$ 5.32	\$ 10.64
15	5145	4MM Dat, Desktop cabinet, no ACL	1	\$ 22.80	\$ 22.80
16	5175	Tape Drive, 1600/6250 BPI, modular	1	\$ 50.92	\$ 50.92
17	5196ACL	Tape subsystem, cartridge in mosaic	3	\$ 94.24	\$ 282.72
18	6526A	Terminal, OSP, 14"	26	\$ -	\$ -
19	7272	K2000 Disk & I/O expansion cabinet	2	\$ 38.00	\$ 76.00
20	4240	Disk drive, 1038 MB	2	\$ 10.64	\$ 21.28
21	5516	Line printer, 300 lpm	2	\$ 27.36	\$ 54.72
22	5575	Printer, Laser, 8 ppm	4	\$ 7.60	\$ 30.40
23	5577-3PC	Laser Printer, 17 ppm, 600 DPI	1	\$ 13.68	\$ 13.68
24	6530	Terminal, 15" with standard keyboard	5	\$ 6.08	\$ 30.40
25	1943	Processor, K20000 with 2 channels, 256 K mer	8	\$ 109.44	\$ 875.52
26	3219	Disk controller for 455 Module	12	\$ 4.56	\$ 54.72

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
27	3601	Controller, Line Printer/Universal interface	2	\$ 6.08	\$ 12.16
28	3861	ServerNet-Ethernet controller	2	\$ 6.08	\$ 12.16
29	3863	ServerNet FESA	2	\$ 6.08	\$ 12.16
30	3870-X8	Unmanaged Ethernet switch-8 port	1	\$ 1.52	\$ 1.52
31	3886-16	16 line AWAN	1	\$ 12.16	\$ 12.16
32	3886-CL	AWAN - 16 port current loop	1	\$ 6.84	\$ 6.84
33	4619	18 B 15K RPM disk drive	16	\$ 8.36	\$ 133.76
34	6712-6	Torusnet for K20000 SE	1	\$ 163.40	\$ 163.40
35	7907-4	Cabinet, Multichannel I/O, 4 Channel	2	\$ 98.80	\$ 197.60
36	7190	S-series enclosure (cabinet)	1	\$ 31.92	\$ 31.92
37	7360	S-series power shelf	1	\$ 5.32	\$ 5.32
38	7912	Base Cabinet, K20000	1	\$ 31.16	\$ 31.16
39	7913	Cabinet, CPU expansion, K20000	3	\$ 29.64	\$ 88.92
40	455Mod8	Disk Module, 8 slot	6	\$ 3.80	\$ 22.80
41	4571S	Disk drive, Single, 4 GB for 455Mod	24	\$ 3.04	\$ 72.96
42	S7X-NSC4	NonStop sys console	1	\$ 10.64	\$ 10.64
43	SMOD-US	NonStop service connect USB	1	\$ -	\$ -
44	5190ACL	Tape subsystem, cartridge in mosaic	3	\$ 79.80	\$ 239.40
45	KC14	Standard System Console, 15" monitor	1	\$ 9.88	\$ 9.88
46	5574	Printer, Laser, 8 ppm	2	\$ 12.92	\$ 25.84

Total Monthly Cost - 3rd Year

\$ 7,786.20

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

Equipment Maintenance Prices - 1st Extension Year

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
1	1493	K2000 CPU with 128 MB memory	50	\$ 48.64	\$ 2,432.00
2	3605	Communications controller, 4 line	45	\$ 6.08	\$ 273.60
3	3606-1	Communications controller, 16 line, asynchronous	25	\$ 6.84	\$ 171.00
4	3615-0	Controller, ethernet, w/o transceiver	29	\$ 5.32	\$ 154.28
5	4260	Disk drive, 4.2 GB	98	\$ 9.12	\$ 893.76
6	5165-1	SCSI BIC, External, MFC	25	\$ 6.08	\$ 152.00
7	5573	Printer, Laser-LX	7	\$ 14.44	\$ 101.08
8	6526A	Terminal, OSP, 14"	26	\$ 3.80	\$ 98.80
9	7270	Base Cabinet, dual power supplies	25	\$ 28.88	\$ 722.00
10	55N049	Host serial interface for 5573	7	\$ 6.08	\$ 42.56
11	4250	Disk drive, 2 GB	10	\$ 9.88	\$ 98.80
12	3214	Controller, tape	2	\$ 5.32	\$ 10.64
13	3216	Controller, fiber optic, 519x tape	4	\$ 5.32	\$ 21.28
14	3615-1	Controller, ethernet, w/o transceiver	2	\$ 5.32	\$ 10.64
15	5145	4MM Dat, Desktop cabinet, no ACL	1	\$ 22.80	\$ 22.80
16	5175	Tape Drive, 1600/6250 BPI, modular	1	\$ 50.92	\$ 50.92
17	5196ACL	Tape subsystem, cartridge in mosaic	3	\$ 94.24	\$ 282.72
18	6526A	Terminal, OSP, 14"	26	\$ -	\$ -
19	7272	K2000 Disk & I/O expansion cabinet	2	\$ 38.00	\$ 76.00
20	4240	Disk drive, 1038 MB	2	\$ 10.64	\$ 21.28
21	5516	Line printer, 300 lpm	2	\$ 27.36	\$ 54.72
22	5575	Printer, Laser, 8 ppm	4	\$ 7.60	\$ 30.40
23	5577-3PC	Laser Printer, 17 ppm, 600 DPI	1	\$ 13.68	\$ 13.68
24	6530	Terminal, 15" with standard keyboard	5	\$ 6.08	\$ 30.40
25	1943	Processor, K20000 with 2 channels, 256 K mer	8	\$ 109.44	\$ 875.52
26	3219	Disk controller for 455 Module	12	\$ 4.56	\$ 54.72

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
27	3601	Controller, Line Printer/Universal interface	2	\$ 6.08	\$ 12.16
28	3861	ServerNet-Ethernet controller	2	\$ 6.08	\$ 12.16
29	3863	ServerNet FESA	2	\$ 6.08	\$ 12.16
30	3870-X8	Unmanaged Ethernet switch-8 port	1	\$ 1.52	\$ 1.52
31	3886-16	16 line AWAN	1	\$ 12.16	\$ 12.16
32	3886-CL	AWAN - 16 port current loop	1	\$ 6.84	\$ 6.84
33	4619	18 B 15K RPM disk drive	16	\$ 8.36	\$ 133.76
34	6712-6	Torusnet for K20000 SE	1	\$ 163.40	\$ 163.40
35	7907-4	Cabinet, Multichannel I/O, 4 Channel	2	\$ 98.80	\$ 197.60
36	7190	S-series enclosure (cabinet)	1	\$ 31.92	\$ 31.92
37	7360	S-series power shelf	1	\$ 5.32	\$ 5.32
38	7912	Base Cabinet, K20000	1	\$ 31.16	\$ 31.16
39	7913	Cabinet, CPU expansion, K20000	3	\$ 29.64	\$ 88.92
40	455Mod8	Disk Module, 8 slot	6	\$ 3.80	\$ 22.80
41	4571S	Disk drive, Single, 4 GB for 455Mod	24	\$ 3.04	\$ 72.96
42	S7X-NSC4	NonStop sys console	1	\$ 10.64	\$ 10.64
43	SMOD-US	NonStop service connect USB	1	\$ -	\$ -
44	5190ACL	Tape subsystem, cartridge in mosaic	3	\$ 79.80	\$ 239.40
45	KC14	Standard System Console, 15" monitor	1	\$ 9.88	\$ 9.88
46	5574	Printer, Laser, 8 ppm	2	\$ 12.92	\$ 25.84

Total Monthly Cost - 1st Extension Year

\$ 7,786.20

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

Equipment Maintenance Prices - 2nd Extension Year and Six Month Option

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
1	1493	K2000 CPU with 128 MB memory	50	\$ 48.64	\$ 2,432.00
2	3605	Communications controller, 4 line	45	\$ 6.08	\$ 273.60
3	3606-1	Communications controller, 16 line, asynchronous	25	\$ 6.84	\$ 171.00
4	3615-0	Controller, ethernet, w/o transceiver	29	\$ 5.32	\$ 154.28
5	4260	Disk drive, 4.2 GB	98	\$ 9.12	\$ 893.76
6	5165-1	SCSI BiC, External, MFC	25	\$ 6.08	\$ 152.00
7	5573	Printer, Laser-LX	7	\$ 14.44	\$ 101.08
8	6526A	Terminal, OSP, 14"	26	\$ 3.80	\$ 98.80
9	7270	Base Cabinet, dual power supplies	25	\$ 28.88	\$ 722.00
10	55N049	Host serial interface for 5573	7	\$ 6.08	\$ 42.56
11	4250	Disk drive, 2 GB	10	\$ 9.88	\$ 98.80
12	3214	Controller, tape	2	\$ 5.32	\$ 10.64
13	3216	Controller, fiber optic, 519x tape	4	\$ 5.32	\$ 21.28
14	3615-1	Controller, ethernet, w/o transceiver	2	\$ 5.32	\$ 10.64
15	5145	4MM Dat, Desktop cabinet, no ACL	1	\$ 22.80	\$ 22.80
16	5175	Tape Drive, 1600/6250 BPI, modular	1	\$ 50.92	\$ 50.92
17	5196ACL	Tape subsystem, cartridge in mosaic	3	\$ 94.24	\$ 282.72
18	6526A	Terminal, OSP, 14"	26	\$ -	\$ -
19	7272	K2000 Disk & I/O expansion cabinet	2	\$ 38.00	\$ 76.00
20	4240	Disk drive, 1038 MB	2	\$ 10.64	\$ 21.28
21	5516	Line printer, 300 lpm	2	\$ 27.36	\$ 54.72
22	5575	Printer, Laser, 8 ppm	4	\$ 7.60	\$ 30.40
23	5577-3PC	Laser Printer, 17 ppm, 600 DPI	1	\$ 13.68	\$ 13.68
24	6530	Terminal, 15" with standard keyboard	5	\$ 6.08	\$ 30.40
25	1943	Processor, K2000 with 2 channels, 256 K mem	8	\$ 109.44	\$ 875.52
26	3219	Disk controller for 455 Module	12	\$ 4.56	\$ 54.72

EXHIBIT B - 1

EQUIPMENT MAINTENANCE PRICE LIST

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Extended Cost
27	3601	Controller, Line Printer/Universal interface	2	\$ 6.08	\$ 12.16
28	3861	ServerNet-Ethernet controller	2	\$ 6.08	\$ 12.16
29	3863	ServerNet FESA	2	\$ 6.08	\$ 12.16
30	3870-X8	Unmanaged Ethernet switch-8 port	1	\$ 1.52	\$ 1.52
31	3886-16	16 line AWAN	1	\$ 12.16	\$ 12.16
32	3886-CL	AWAN - 16 port current loop	1	\$ 6.84	\$ 6.84
33	4619	18 B 15K RPM disk drive	16	\$ 8.36	\$ 133.76
34	6712-6	Torusnet for K20000 SE	1	\$ 163.40	\$ 163.40
35	7907-4	Cabinet, Multichannel I/O, 4 Channel	2	\$ 98.80	\$ 197.60
36	7190	S-series enclosure (cabinet)	1	\$ 31.92	\$ 31.92
37	7360	S-series power shelf	1	\$ 5.32	\$ 5.32
38	7912	Base Cabinet, K20000	1	\$ 31.16	\$ 31.16
39	7913	Cabinet, CPU expansion, K20000	3	\$ 29.64	\$ 88.92
40	455Mod8	Disk Module, 8 slot	6	\$ 3.80	\$ 22.80
41	4571S	Disk drive, Single, 4 GB for 455Mod	24	\$ 3.04	\$ 72.96
42	S7X-NSC4	NonStop sys console	1	\$ 10.64	\$ 10.64
43	SMOD-US	NonStop service connect USB	1	\$ -	\$ -
44	5190ACL	Tape subsystem, cartridge in mosaic	3	\$ 79.80	\$ 239.40
45	KC14	Standard System Console, 15" monitor	1	\$ 9.88	\$ 9.88
46	5574	Printer, Laser, 8 ppm	2	\$ 12.92	\$ 25.84

**Total Monthly Cost - 2nd Extension Year
and Six Month Option**

\$ 7,786.20

(1) Equipment List and Quantity are subject to change based on additions and/or deletions.

(2) Equipment is located at various locations throughout the County of Los Angeles. See attached list of Systems and Sites that details the address and equipment assigned to each location.

**EXHIBIT B - 2
EQUIPMENT MAINTENANCE PRICE LIST**

HOURLY RATES

FIRST YEAR - HOURLY RATES			
Rate Category	Rate	Min Hours	Ext Min \$
Contract, Systems, M-F, 8-5 p.m.	\$125	2	\$250
Contract, Systems, OT	\$165	2	\$330
Rate Category	Rate	Min Hours	Ext Min \$
Non-Contract, Systems, M-F, 8-5 p.m.	\$165	2	\$330
Non-Contract, Systems, OT	\$185	2	\$370

SECOND YEAR - HOURLY RATES			
Rate Category	Rate	Min Hours	Ext Min \$
Contract, Systems, M-F, 8-5 p.m.	\$125	2	\$250
Contract, Systems, OT	\$165	2	\$330
Rate Category	Rate	Min Hours	Ext Min \$
Non-Contract, Systems, M-F, 8-5 p.m.	\$165	2	\$330
Non-Contract, Systems, OT	\$185	2	\$370

"Non-Contract" Rates apply only to equipment maintenance which occurs after new equipment has been installed but prior to the addition of the equipment to Exhibits B-1 and B-3, through the Change Notice process.

**EXHIBIT B - 2
EQUIPMENT MAINTENANCE PRICE LIST**

HOURLY RATES

THIRD YEAR - HOURLY RATES			
Rate Category	Rate	Min Hours	Ext Min \$
Contract, Systems, M-F, 8-5 p.m.	\$125	2	\$250
Contract, Systems, OT	\$165	2	\$330
Rate Category	Rate	Min Hours	Ext Min \$
Non-Contract, Systems, M-F, 8-5 p.m.	\$165	2	\$330
Non-Contract, Systems, OT	\$185	2	\$370

FIRST EXTENSION YEAR - HOURLY RATES			
Rate Category	Rate	Min Hours	Ext Min \$
Contract, Systems, M-F, 8-5 p.m.	\$125	2	\$250
Contract, Systems, OT	\$165	2	\$330
Rate Category	Rate	Min Hours	Ext Min \$
Non-Contract, Systems, M-F, 8-5 p.m.	\$165	2	\$330
Non-Contract, Systems, OT	\$185	2	\$370

"Non-Contract" Rates apply only to equipment maintenance which occurs after new equipment has been installed but prior to the addition of the equipment to Exhibits B-1 and B-3, through the Change Notice process.

**EXHIBIT B - 2
EQUIPMENT MAINTENANCE PRICE LIST**

HOURLY RATES

SECOND EXTENSION YEAR [and Six (6) Month Option] - HOURLY RATES			
Rate Category	Rate	Min Hours	Ext Min \$
Contract, Systems, M-F, 8-5 p.m.	\$125	2	\$250
Contract, Systems, OT	\$165	2	\$330
Rate Category	Rate	Min Hours	Ext Min \$
Non-Contract, Systems, M-F, 8-5 p.m.	\$165	2	\$330
Non-Contract, Systems, OT	\$185	2	\$370

"Non-Contract" Rates apply only to equipment maintenance which occurs after new equipment has been installed but prior to the addition of the equipment to Exhibits B-1 and B-3, through the Change Notice process.

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST

EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 9912

Sheriff's Communication Center (SCC) - DET Station Simulation System
1277 N. Eastern Ave.
Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5573	Printer, Laser-LX
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	55N049	Host serial interface for 5573

System Number 10919

Lakewood Station (LKD)
5130 N. Clark Ave.
Lakewood, CA 90712

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 11480
 Temple Station (TEM)
 8838 E. Las Tunas Dr.
 Temple City, CA 91780

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

System Number 11481
 Norwalk Station (NWK)
 12335 Civic Center Drive
 Norwalk, CA 90650

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 11482
 Santa Clarita Valley Station (SCT)
 23740 W. Magic Mountain Parkway
 Valencia, CA 91355

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

System Number 11496
 Transit Services Bureau (TSB)
 2000 East Imperial Highway
 Los Angeles, CA 90059

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

**EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST**

EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 11497

Compton Station (CPT)
301 South Willowbrook Ave.
Compton, CA 90220

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
2	4250	Disk drive, 2 GB
2	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

System Number 13075

Palmdale Station (PLM)
1020 East Palmdale Blvd.
Palmdale, CA 93550

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5573	Printer, Laser-LX
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	55N049	Host serial interface for 5573

**EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST**

EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 13078
 Century Station (CEN)
 11703 Alameda St.
 Lynwood, CA 90262

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
2	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5573	Printer, Laser-LX
1	5574	Printer, Laser, 8 ppm
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	55N049	Host serial interface for 5573

System Number 13238
 Lomita Station (LMT)
 26123 S. Narbonne Ave.
 Lomita, CA 90717

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 13239
 East Los Angeles Station (ELA)
 5019 E. Third Street
 Los Angeles, CA 90022

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	5165-1	SCI BIC External

System Number 13240
 Carson Station (CAS)
 21356 S. Avalon Blvd.
 Carson, CA 90745

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 13241
 Lost Hills Station (LHS)
 27050 Agoura Rd.
 Agoura, CA 91301

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

System Number 13242
 West Hollywood Station (WHD)
 720 N. San Vicente Blvd.
 Los Angeles, CA 90069

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 13243
Pico Rivera Station (PRV)
6631 S. Passons Blvd.
Pico Rivera, CA 90660

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

System Number 13260
Lennox Station (LNX)
4331 Lennox Blvd.
Inglewood, CA 90304

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 13261
 Industry Station (IDT)
 150 N. Hudson
 City of Industry, CA 91744

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

System Number 13262
 Marina Del Rey Station (MDR)
 13851 Fiji Way
 Marina Del Rey, CA 90292

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 13263

Sheriff's Communication Center (SCC) - KDV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3214	Controller, tape
1	3216	Controller, fiber optic, 519x tape
2	3605	Communications controller, 4 line
3	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
7	4250	Disk drive, 2 GB
1	4260	Disk drive, 4.2 GB
1	5145	4MM Dat, Desktop cabinet, no ACL
1	5165-1	SCSI BIC, External, MFC
1	5175	Tape Drive, 1600/6250 BPI, modular
1	5190ACL	Tape subsystem, cartridge in mosaic
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet

System Number 13264

Crescenta Valley Station (CVS)
 4554 N. Briggs Ave.
 La Crescenta, CA 91214

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 13265
 Walnut Station (WAL)
 21695 Valley Blvd.
 Walnut, CA 91789

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies

System Number 16348
 Sheriff's Communication Center (SCC) - DEV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
2	3605	Communications controller, 4 line
2	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
2	4240	Disk drive, 1038 MB
1	4250	Disk drive, 2 GB
7	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5190ACL	Tape subsystem, cartridge in mosaic
1	5516	Line printer, 300 lpm
1	5573	Printer, Laser-LX
2	5575	Printer, Laser, 8 ppm
1	5577-3PC	Laser Printer, 17 ppm, 600 DPI
1	6526A	Terminal, OSP, 14"
2	6530	Terminal, 15"
1	7270	Base Cabinet, dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet
1	55N049	Host serial interface for 5573

**EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST**

EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 16759
Lancaster Station (LAN)
501 West Lancaster Blvd.
Lancaster, CA 93534

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
2	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5573	Printer, Laser-LX
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	55N049	Host serial interface for 5573

System Number: 44512
Sheriff's Communication Center (SCC) - Host System
1277 N. Eastern Ave.
Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
8	1943	Processor, K20000 with 2 channels, 256 K memory
12	3219	Disk controller for 455 Module
1	3214	Controller, tape
2	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
18	3605	Communications controller, 4 line
13	3606-1	Communications controller, 16 line, asynchronous
6	3615-0	Controller, ethernet, w/o transceiver
1	5516	Line printer, 600 lpm
2	5573	Printer, Laser-LX
1	6526A	Terminal, OSP, 14"
3	6530	Terminal, display, 15" with standard keyboard
1	6712-6	Torusnet for K20000 SE
2	7907-4	Cabinet, Multichannel I/O, 4 Channel
1	7912	Base Cabinet, K20000
3	7913	Cabinet, CPU expansion, K20000
6	455Mod8	Disk Module, 8 slot
24	4571S	Disk drive, Single, 4 GB for 455Mod
2	5190ACL	Tape subsystem, cartridge in mosaic
2	55N049	Host serial interface for 5573
1	KC14	Standard System Console, 15" monitor

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 45768
 San Dimas Station
 270 S. Walnut Ave.
 San Dimas, CA 91773

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 46864
 Cerritos Station (CER)
 18135 Bloomfield Ave.
 Cerritos, CA 90703

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5574	Printer, Laser, 8 ppm
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

EXHIBIT B - 3
EQUIPMENT MAINTENANCE PRICE LIST
EQUIPMENT LISTED BY SYSTEM AND SITE

System Number 54153

Sheriff's Communication Center (SCC) - S Development System
1277 N. Eastern Ave.
Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1962-C	S7800 Processor with 2 GB memory
2	3861	ServerNet-Ethernet controller
2	3863	ServerNet FESA
1	3870-X8	Unmanaged Ethernet switch-8 port
1	3886-16	16 line AWAN
1	3886-CL	AWAN - 16 port current loop
16	4619	18 B 15K RPM disk drive
1	5242	HP NonStop DAT 72 tape drive
1	7190	S-series enclosure (cabinet)
1	7360	S-series power shelf
1	S7X-NSC4	NonStop sys console
1	SMOD-US	NonStop service connect USB

(1) Equipment List and Sites are subject to change based on additions and/or deletions. as described in Section 8.4 of the Agreement.

EXHIBIT C

PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

COMPUTER HARDWARE MAINTENANCE SERVICES

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
1	Contract: Paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$500 per occurrence; possible termination for default of contract, or nullification of subcontract.
2	SOW: Paragraph 4.1 – Parts & Installation	Contractor will notify Sheriff at a minimum of sixty (60) days in advance when Contractor has determined that replacement parts are unavailable for the HP NonStop Computer hardware listed in Appendix C, Equipment Maintenance Price List.	Inspection & Observation	\$100 per occurrence
3	SOW: Paragraph 4.3 – Parts & Installation	Contractor shall provide parts for the HP NonStop processors and peripherals listed in Appendix C, Equipment Maintenance Price List, within one (1) day under normal conditions.	Observation	\$100 per occurrence

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
4	SOW: Paragraph 4.3 – Parts & Installation	Contractor shall provide parts for the HP NonStop processors and peripherals listed in Appendix C, Equipment Maintenance Price List, within two (2) hours when County Project Manager determines an emergency situation exists.	Observation	\$200 per occurrence
5	SOW: Paragraph 5.1 – Maintenance & Repair Log and Data Base	Contractor shall maintain a written maintenance and repair log and submit a copy monthly to COUNTY by the 15 th of the following month.	Inspection & Observation	\$100 every time report is not submitted by the 15 th
6	SOW: Paragraph 5.3 – Maintenance & Repair Log and Data Base	Contractor shall maintain a computerized database of all equipment listed in Appendix C, Equipment Maintenance Price list and submit a copy to County by the 15 th of the following month.	Inspection & Observation	\$100 every time report is not submitted by the 15 th
7	SOW: Response Time – Section 6.1	Contractor shall respond within two (2) hours, seven days per week, to provide remedial maintenance service for HP NonStop computer hardware on System's Host K20000 computer.	Observation	\$200 for every 15 minute delay past the two (2) hour response time.

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
8	SOW: Response Time – Section 6.2	Contractor shall respond within two (2) hours, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday to provide remedial maintenance service for HP NonStop computer hardware equipment residing on remote K2000 computers.	Observation & Tracking	\$100 for every 15 minute delay past the two (2) hour response time.
9	SOW: Response Time – Section 6.3	Contractor shall respond to SCC within four (4) hours, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday to provide remedial maintenance service for the HP NonStop K2000 DET Station Stimulation System, KDV K2000 Development System and DEV K2000 Development System.	Observation & Tracking	\$100 for every 30 minute delay past the four (4) hour response time
10	SOW: Response Time – Section 6.4	Contractor will be capable of responding to two (2) calls for remedial service simultaneously, while maintaining the other response times specified in this section.	Observation & Tracking	\$200 every time Contractor is not able to respond to two (2) calls simultaneously, in addition to lines 9, 10 and 11 above.

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
11	SOW: Response Time – Section 6.5	Contractor shall respond to remote SHERIFF sites, as specified in Appendix C, Equipment Maintenance Price List, and provide remedial maintenance service for HP NonStop terminals and printers within four (4) hours between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. However, COUNTY Project Manager may request a two (2) hour response time.	Observation & Tracking	\$100 for every 30 minute delay past the four (4) hour response time or two (2) hour response time, if requested by County Project Manager
12	SOW: Engineering – Section 7.2	At the request of COUNTY's Project Manager, CONTRACTOR will within one (1) working day, produce a list of all installed ECO's on any unit(s) of equipment.	Inspection & Observation	\$100 per day, for every day late
13	SOW: Problem Escalation Process- Section 10.0	The CONTRACTOR shall implement and maintain the Problem Escalation Process as defined in Paragraph 10.0 of the Statement of Work.	Inspection & Observation	\$200 per occurrence
14	SOW: Predictive and Preventative Measures – Section 12.3	CONTRACTOR will perform Preventative Maintenance (PM) on a quarterly basis on the individual SHERIFF's systems.	Inspection & Tracking	\$300 per month for every month late

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
15	SOW: Predictive and Preventative -Measures -- Section 12.3	CONTRACTOR will perform Preventative Maintenance (PM) on a monthly basis on the central host production system located at the SCC facility.	Inspection & Tracking	\$500 per week for every week late
16	SOW: Required Reports -- Section 15.0	CONTRACTOR shall provide monthly management reports within five (5) workdays after calendar month's end, as defined in Paragraph 15.0 of the Statement of Work.	Inspection & Tracking	\$100 per day for every day late

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

COMPUTER DATA SOURCE INC

PO BOX 400

Contractor Name

259 OVERBROOK AVENUE
OAKHURST, NJ 07755

Address

22-3103339

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

MICHAEL P. SWEGERTIN CFO
Authorized Official's Printed Name and Title

[Signature] Date 1/16/2006
Authorized Official's Signature

EXHIBIT E

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT**

**CONTRACT FOR
COMPUTER HARDWARE MAINTENANCE SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

COMPUTER DATA SOURCE, INC.

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name COMPUTER DATA SOURCE, INC. Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

**CONTRACTOR NON-EMPLOYEE
ACKNOWLEDGEMENT, CONFIDENTIALITY AND
COPYRIGHT ASSIGNMENT AGREEMENT**

**CONTRACT FOR
COMPUTER HARDWARE MAINTENANCE SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

COMPUTER DATA SOURCE, INC.

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name COMPUTER DATA SOURCE, INC. Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

CONTRACT DISCREPANCY REPORT

COMPUTER DATA SOURCE, INC.
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

 Returned by Contractor: _____

 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____