



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

March 4, 2008

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

Dear Supervisors:

**REGISTRAR-RECORDER/COUNTY CLERK: APPROVE THE AGREEMENT WITH
IKON OFFICE SOLUTIONS, INC. FOR MAINTENANCE AND SUPPORT
SERVICES TO DIGITAL/NETWORK COLOR COPIER/PRINTERS
AND PRINT CONTROLLERS
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Agreement ("Agreement") with IKON Office Solutions, Inc. (IKON) for maintenance and support services of the Department's digital/network color copier/printers and print controllers effective upon Board approval for a consecutive three year term, unless sooner terminated or extended, with two one-year and six one-month extension options. Such extensions shall be at the sole discretion of the County. The Contract Sum of \$367,200 is included in the RR/CC FY 2007-08 Adopted Budget.
2. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC) or his/her designee to prepare and execute amendments to extend the Agreement up to two one-year and six one-month extension options for a maximum contract term of five years and six months.
3. Delegate authority to the RR/CC or his/her designee to prepare and execute amendments to incorporate new or revised contract provisions as required by your Board or Chief Executive Officer.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

4. Delegate authority to the RR/CC or his/her designee to amend the Agreement as necessary to ensure the RR/CC digital/network color copier/printers and print controllers are ready to perform mission critical printing projects provided that any cost increase does not exceed 15 percent of the original Contract Sum (\$55,080), sufficient funds exist in RR/CC budget, and County Counsel approval is obtained prior to executing such amendments. If amended, the maximum Contract Sum over the term of the Agreement, including any extension options, will not exceed \$422,280.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain approval of the Agreement (Attachment II) with IKON for maintenance and support of the RR/CC digital/network color copier/printers and print controllers. Approval of the Agreement will provide preventative maintenance services, thereby mitigating break-down and repairs of the two large volume color copier/printers and print controllers required by the RR/CC to produce mission critical materials for elections, document recording operations, and other RR/CC functions. The Agreement will provide operational efficiencies in a cost-effective manner.

Implementation of Strategic Plan Goals:

The recommended action supports the County's Strategic Plan:

Goal No. 1: Service Excellence: Provide the public easy access to quality information and services that are both beneficial and responsive. The Agreement will ensure copier/printer equipment is at optimal performance to produce printed materials required for elections and document recording operations

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient and goal-oriented. The services provided under the Agreement would provide operational efficiency by mitigating equipment break-down and costly repairs.

FISCAL IMPACT/FINANCING

The Contract Sum of \$367,200 includes: (i) \$183,600 for the three-year base term; (ii) \$122,400 for the two one-year extension options if exercised and; (iii) \$61,200 in pool dollars for copy overages and any other incidentals that may become necessary during the term of the Agreement. The Agreement also provides the Registrar-Recorder/County Clerk, upon Board delegated authority, to increase the original Contract Sum by 15 percent (\$55,080) for a maximum Contract Sum of \$422,280.

Funds are available in the RR/CC operating budget and will be encumbered annually for the duration of the Agreement including extension periods if exercised.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RR/CC purchased two digital color copier/printers and two print controllers from IKON Office Solutions, Inc. in 2004 through a competitive bid solicitation processed by County's Purchasing Agent with Board approval. The initial maintenance and support services for the copier system were obtained on a Purchase Order agreement under the Purchasing Agent's sundry services threshold of \$100,000 which was reached in December 2006. Upon notification from the Purchasing Agent that the aggregate cost of the maintenance and support services had reached the Purchasing Agent's threshold for sundry services, RR/CC began to procure the maintenance and support services on a Time and Materials (T&M) basis utilizing the Master Agreements with ISD. The T&M based services do not satisfy the operational needs of the Department in terms of service level response time and cost-effectiveness. The current process has increased equipment down time and created conflicts in vendor responsibility over the repairs. In addition to the equipment down time and costly as-needed repairs, an analysis of the required services determined that a Departmental service contract would provide continuity in service, operational efficiency, and cost-effectiveness when compared to T&M basis. As such, RR/CC commenced the formal solicitation process for a service contract to be adopted by your Board.

County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

CONTRACT PROCESS

On April 19, 2007 the RR/CC released a Request for Proposal (RFP) for the Digital/Network Color Copier/Printers Maintenance and Support Services. A notice was sent to approximately 76 service providers registered with ISD as providing like services, including those currently under Master Agreements. Advertisements were published in five local newspapers and the solicitation information was also posted on the County's website as required by Board Order. These efforts are documented in Attachment I.

A mandatory proposers' conference was held at the RR/CC Headquarters. Four prospective proposers, including current service providers, attended the mandatory conference. RR/CC staff went over the RFP requirements, proposal evaluation and selection criteria, and reviewed the terms and conditions of the sample agreement, followed by a walk-through of the Printing Services area. Interested proposers were also given the opportunity to examine the equipment. IKON Office Solutions, Inc. was

the only proposal received. An evaluation committee consisting of RR/CC's Contracts staff and Printing Services staff evaluated the IKON proposal. IKON was rated on their qualifications; approach to providing the required services and cost. The evaluation committee, acting in concert, felt IKON's proposal met all the requirements and recommended IKON for contract negotiations. IKON's proposal included some exceptions to the County's standard terms and conditions. During contract negotiations, RR/CC staff discussed each of the exceptions taken by IKON with County Counsel and/or CEO's Risk Management staff to determine negotiation strategies and when necessary, developed alternative language that best protects the County. The Agreement contains all Board required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and the Child Support Program. Any modification to these contract provisions is described in Attachment I. The negotiated changes represent the best position reached by the parties and poses minimal risk exposure to the County.

On final analysis and consideration of an award, the recommended contractor was selected without regard to race, creed, or color.

The Department has evaluated and determined that Living Wage Program (County Code chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES/PROJECTS

Approval of the recommended action will provide preventative maintenance and support services which will ensure the optimal performance of the RR/CC color copier/printers and print controllers needed to produce mission critical materials for elections, document recording operations, and other RR/CC functions. It will also provide operational efficiencies and cost-effectiveness over the current T&M services.

CONCLUSION

Upon approval and execution of the recommended Agreement, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter and its attachments to:

Registrar-Recorder/County Clerk
12400 Imperial Hwy, Room 7201
Norwalk, CA 90650
Attn: Ngozi Ume, Manager
Finance & Management Division

The Honorable Board of Supervisors
March 4, 2008
Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', with a stylized flourish extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES:
GS:JY:cg

Attachments (2)

c: Dean C. Logan, Acting RR/CC
County Counsel
Internal Services Department

K:\RR - Agreement with IKON Office Solution 3-4-08.doc

ATTACHMENT I

**MAINTENANCE AND SUPPORT SERVICES AGREEMENT
DIGITAL/NETWORK COLOR COPIER/PRINTERS AND PRINT CONTROLLER
NEGOTIATED AGREEMENT TERMS**

Section and Title	Description of Changes to County's Standard Language
17.0 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List	Modified the County's standard language to require laid-off County employees applying for employment openings to complete an application and identify themselves as laid-off or on a County re-employment list.
22.0 County's Quality Assurance Plan	Modified the County's standard language, to add that notice shall be provided in writing and provide a 30 day cure period before County may terminate the Agreement or impose penalties.
29.0 Indemnification	Modified the County's standard indemnification language to exclude any negligent acts or omissions of the County.
30.0 General Insurance Requirements	Accepted removal of the last paragraph requiring a bond and replaced with language making Contractor solely responsible for any deductibles and/or self-insured retention amounts.
34.0 Nondiscrimination and Affirmative Action	Modified the County's standard language to specify a California Court of law and allows Contractor to exhaust appeal rights before County can assess penalties.
39.0 Notice to Employees Regarding the Safely Surrendered Baby Law	Modified the County's standard language to add that the notice shall be provided to employees "assigned to LA County sites".

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

NSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: IKON Office Solutions, Inc.
 COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
 Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 21,071

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			193	115	1747	1959
Hispanic/Latino			131	52	1048	614
Asian or Pacific Islander			46	22	540	298
American Indian			7	4	60	34
Filipino			-	-	-	-
White			1568	614	7907	4112

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Terni Pattillo</u>	Authorized Signature <u>Terni Pattillo</u>	Title <u>HR Manager</u>	Date <u>2/15/08</u>
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**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

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I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: IKON Office Solutions, Inc.
CAGE CODE: DLR16 NAICS CODE: 323114

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

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	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Tern Pattillo</u>	Authorized Signature <u>Tern Pattillo</u>	Title <u>HR Manager</u>	Date <u>2/15/08</u>
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Bidders List

A & B. TRADES
8180 NW. 36th St., Ste. 203
Doral, FL 66653-6653

CADDO SOLUTIONS
21201 Victory Blvd., Ste. 125
Canoga Park, CA 34007-4007

ADMINISTRATIVE RESOURCE OPTION
100 S. Wacker Dr., 19th Floor
Chicago, IL 64006-4006

CANON BUSINESS SOLUTIONSWEST, INC.
110 W. Walnut Street
Gardena, CA 83100-3100

ADVANCED OFFICE SERVICES
1430 Village Way., Ste. K
Santa Ana, CA 54760-4760

CANON BUSINESS SOLUTIONS
707 Wilshire Blvd., Ste. 5450
Los Angeles, CA 73616-3616

AFTERMARKET TECHNOLOGIES, INC.
27862 Skycrest Circle Drive
Valencia, CA 41415-1415

CARD METER SYSTEMS, INC.
1571 N. E. Street
San Bernardino, CA 54510-4510

ALL AMERICAN SECURITYFASTENERS
PO Box 6280, 144.-B West Walnut Ave
Fullerton, CA 46280-6280

COMPASS GRAPHICS, INC.
915 Venice Boulevard
Los Angeles, CA 53229-3229

ALPHA SUM BUSINESS MACHINES
3327 91st Street
Jackson Heights, NY 21748-1748

COMPLETE DOCUMENT SOLUTIONS
423 S. Hindry Ave., Ste. B
Inglewood, CA 90301

AMERICAN BUSINESS MACHINES
325 E. Arrow Hwy., Ste. 506
San Dimas, CA 33365-3365

COPY-R OFFICE SOLUTIONS, INC.
4540 W. Chermak Street
Burbank, CA 51004-1004

AMERICAN SERVCO IMAGING SYSTEM
800 S. Milliken Ave., Ste. B
Ontario, CA 17897-7897

COPY FREE TECHNOLOGY, INC.
601 S. San Gabriel Boulevard
San Gabriel, CA 62721-2721

ANDERSON BUSINESS TECHNOLOGY
120 E. Colorado Boulevard
Pasadena, CA 51919-1919

DANKA OFFICE IMAGING CO.
915 Wilshire Blvd., Ste. 1650
Los Angeles, CA 90017

ANDREWS ELECTRONICS
25158 Avenue Stanford
Santa Clarita, CA 51227-1227

DATA IMAGING SUPPLIES
1253 E. Saint Louis Street
Springfield, MO 23407-3407

Bidders List

BMC, INC.
6735 Odessa Avenue
Lake Balboa, CA 65747-5747

DIGITAL OFFICE AUTOMATION, INC.
3370 N. San Fernando Rd., Ste. 102
Los Angeles, CA 51436-1436

DIGITAL LITIGATION SERVICESDLS
811 Wilshire Blvd., Ste. 1000
Los Angeles, CA 72606-2606

IMAGE IV SYSTEMS, INC
512 S. Varney Street
Burbank, CA 22136-2126

DK SYSTEMS, LLC.
2281 W. 205th St., Ste., 112
Torrance, CA 11450-1450

IMAGEPRINT TECHNOLOGIES, INC.
941 American Street
San Carlos, CA 05301-5301

DOCUMENT SYSTEMS MCP OF CALIFORNIA
320 Arden Road, Ste. 230
Glendale, CA 91203

IMPRO CORP
2170 Oakland Road
San Jose, CA 11571-1571

ECCINK
13233 Briarwood Street
Cerritos, CA 37384-7384

INTEGRITY BUSINESS SYSTEMS
750 S. Lincoln Avenue, Rm. 104-374
Corona, Ca 23551-3551

ENTERPRISE VENTURES
655 Hawaii Street
El Segundo, CA 54814-4814

KUHLMANN ENTERPRISESPRECISON ROLLER
2102 West Quail Ave., Ste. 1
Phoenix, AZ 85027

ESSENTIAL IMAGING PRODUCTS
2004 Harriman Lane, Unit A
Redondo Beach, CA 90278

LA COPIER
13139 Ramona Blvd., #F
Irwindale, CA 91706

FARO COMMUNICATIONS, INC.
P.O. Box 6805
San Pedro, CA 46805-6805

LASERPROUSA
PO Box 27116
Las Vegas, NV 6116-1116

FERCO PRODUCTS INCORP.
350 Capri Drive
Simi Valley, CA 54136-4136

LASER PLUS
2899 Angoura Road, Ste. 205
Westlake Village, CA 91361

GLOBAL OFFICE EQUIPMENT
4205 Camero Avenue
Los Angeles, CA 90027

LOUISE E. MARINO SENIOR INC.
Advanced Business Systems
19748 Dearborn Street
Chatsworth, CA 91311

Bidders List

GRANADA HILLS BUSINESS MACHINE
10858 Louise Avenue
Granada Hills, CA 44807-4807

MINOLTA CORP
350 S. Figueroa St., Ste. 601
Los Angeles, CA 11302-1302

IKON OFFICE SOLUTIONS WESTINC.
16715 Von Karman Ave., Ste. 100
Irvine, CA 64918-4918

MMI (MONEY MACHINES, INT'L)
15375 Barranca Pkwy., B103
Irvine, CA 82217-2217

NEIL'S STATIONERS, INC.
8152 Firestone Boulevard
Downey, CA 14231-4231

USAGSA CORP
244 5th Avenue, #2510
New York, NY 17604-7604

OFFICE PALACE
9501 Slauson
Pico Rivera, CA 90660

UNITED TECHNOLOGY
3229 Fern Avenue
Palmdale, CA 93550

OFFICE SOLUTIONS
23303 La Palma Avenue
Yorba Linda, CA 74773-4773

WANFORCE TECHNOLOGIES
700 Crown Industrial Circle, Ste. N
Chesterfield, MO 51126-1126

OSZ TECHNOLOGIES
1217 Buena Vista St., Ste. 201
Durate, CA 91010

WEST COAST PLATEN
4751B Little John Street
Baldwin Park, CA 62275-2275

PROGRESSIVE BUSINESS SUPPLIES
6950 Aragon Cir., Ste. 6
Buena Park, CA 01163-1163

WEST COAST TERMINALS, INC.
3440 W. Warner Ave., Ste. G
Santa Ana, CA 45320-5320

REPLENISH INK INC.
9436 N. Saybrook Dr., Apt. 111
PO Box 26330
Fresno, CA 00639-0639

WORD PRO RIBBON & SUPPLY CO. INC.
1930 W. San Marcos Blvd., SPC. 32
San Marcos, CA 83912-3912

ROYCE DIGITAL SYSTEMS, INC.
2552 White Rd., Ste. A
Irvine, CA 46272-6272

XEROX CORPORATION
700 S. Flower St., Ste. 700
Los Angeles, CA 74109-4109

Bidders List

SCHREWE AND ASSOCIATES
XERO GRAPHIC SUPPLY
406 Travis Lane, Ste. 48
Waukesha, WI 53189

SWINTEC WEST
27740 Avenue Hopkins
Valencia, CA 51222-1222

AMERIMAC OFFICE PRODUCTS
9155 W E 8 Avenue
Lancaster, CA 93536

CENTURY BUSINESS SERVICES, INC. (CA)
17738 Ronland Street
City of Industry, CA 91748

LANCE ALLEN CO., INC.
3708 Park Place
Montrose, CA 91020

PROMAC IMAGE SYSTEMS CO.
3251 W. 6th Street T
Los Angeles, CA 90020

XEROX CORPORATION
800 Carillon Pkwy
Saint Petersburg, FL 61102-1102

ADVANCED BUSINESS SYSTEMS
65 N. Raymond Avenue
Pasadena, CA 91103

CARRILON OFFICE TECHNOLOGIES &
SERVICES, INC
16590 Aston Street
Irvine, CA 92606

KONICA MINOLTA BUSINESS SOLUTIONS
800 S. Figueroa Street, Ste. 800
Los Angeles, CA 90017

PACIFIC OFFICE SOLUTIONS
5700 Wartland Drive
Cypress, CA 90630

SELECT OFFICE SOLUTIONS
6229 Santos Diaz Street
Irwindale, CA 91702-3267

Award information has not been added at this time.

Bid Information

Bid Number : 07-001

Bid Title : Maintenance and Support Services on Digital/Network Color Copiers/Printers

Bid Type : Service

Department : Registrar-Recorder

Commodity : COPY MACHINES, LASER, INCLUDING PARTS AND ACCESSORIES

Open Date : 4/19/2007

Closing Date : 6/5/2007 2:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The County of Los Angeles Department of the Registrar-Recorder/County Clerk is issuing Request for Proposals (RFP) to solicit proposals from qualified vendors to provide preventative maintenance, repairs, and support services to two (2) IKON CPP 8050 color copiers/printers and two (2) Fiery S300 Print Controllers. A proposers' conference will be held at 10:00 a.m. (PDST) on May 8, 2007 at RR/CC Headquarters, located at 12400 Imperial Highway, 6th Floor Technical Services Conference Room 6014, Norwalk, CA 90650. Questions to be addressed at the proposers' conference are due Friday, May 4, 2007 by 4:00 p.m. (PDST). Please submit questions and/or confirm your attendance to the proposers' conference by fax or email to Yvonne Troncoso, Contract Analyst, fax (562) 863-8407, email ytroncoso@rrcc.lacounty.gov. A copy of the RFP may be obtained by downloading the attachment or by contacting Ms. Troncoso at (562) 462-2904. Proposal submission deadline is Tuesday, June 5, 2007 by 2:00 p.m. (PDST).

Amendment Date : 5/22/2007 Addendum No. 2

Download Available Addendum No. 2

PDF 31.56 K [AddendumNoTwo.pdf](#)

Contact Name : Yvonne Troncoso

Contact Phone# : (562) 462-2904

Contact Email : YTroncoso@rrcc.lacounty.gov

Last Changed On : 5/22/2007 5:31:16 PM

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[Back to Award Main](#)

ATTACHMENT II

AGREEMENT



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

IKON OFFICE SOLUTIONS, INC.

FOR

DIGITAL/NETWORK COLOR COPIERS/PRINTERS
MAINTENANCE AND SUPPORT SERVICES

76484

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- D COUNTY’S ADMINISTRATION
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- F CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW
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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
IKON OFFICE SOLUTIONS, INC.
FOR
DIGITAL/NETWORK COLOR COPIERS/PRINTERS
MAINTENANCE AND SUPPORT SERVICES**

This Agreement ("Agreement") is made and entered into this 4TH day of MARCH, 2008 by and between the County of Los Angeles ("County") and IKON Office Solutions, Inc., a corporation organized under the laws of Ohio, located at 70 Valley Stream Parkway, Malvern, PA 19355 ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the County's Department of the Registrar-Recorder/County Clerk ("RR/CC") requires maintenance and support services, (the "Services"), to maintain optimal performance of its Digital/Network Color Copiers/Printers;

WHEREAS, this Agreement is authorized pursuant to California Government Code Section 31000; and

WHEREAS, the Contractor is duly qualified to engage in the business of providing maintenance and support services to the RR/CC's Digital/Network Color Copiers/Printers as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide the Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

AGREEMENT

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement

This base document, together with Exhibits A, B, C, D, E, F, G, H, I, J and K set forth below, attached hereto and incorporated herein by this reference, collectively constitute and throughout and hereinafter are referred to as the "Agreement", which is the complete and exclusive statement of understanding between the Parties and supercedes any and all prior or contemporaneous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement.

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1.2 Interpretation

In the event of a conflict or inconsistency in the definition or interpretation of any provision, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the exhibits according to the following priority:

- 1.2.1 EXHIBIT A - Statement of Work
- 1.2.2 EXHIBIT B - Pricing Schedule
- 1.2.3 EXHIBIT C - Contractor's EEO Certification
- 1.2.4 EXHIBIT D - County's Administration
- 1.2.5 EXHIBIT E - Contractor's Administration
- 1.2.6 EXHIBIT F - Contractor Acknowledgment and Confidentiality Agreement
- 1.2.7 EXHIBIT G - Jury Service Ordinance
- 1.2.8 EXHIBIT H - Safely Surrendered Baby Law
- 1.2.9 EXHIBIT I - Invoice Discrepancy Report
- 1.2.10 EXHIBIT J - Required Forms
- 1.2.11 EXHIBIT K - IRS Notice 1015

1.3 Definitions

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.

- 1.3.1 "Agreement" as used herein has the same meaning set forth in Paragraph 1.1 (Agreement) of this Agreement.
- 1.3.2 "Board" as used herein means the Los Angeles County Board of Supervisors.
- 1.3.3 "Contract or Agreement" are used interchangeably herein and shall have the meaning set forth in Paragraph 1.1 (Agreement) of this Agreement.
- 1.3.4 "Contract Discrepancy Report" as used herein means a written report that is issued when the Contractor does not meet performance standards under this Agreement.
- 1.3.5 "Contract Sum" as used herein shall have the meaning set forth in Paragraph 7.0 (Contract Sum) of this Agreement.
- 1.3.6 "Contractor" as used herein has the meaning set forth in the Recitals.

- 1.3.7 “Contractor’s Project Director” as used herein shall have the same meaning set forth in Paragraph 3.1 of this Agreement.
- 1.3.8 “Contractor’s Project Manager” as used herein shall have the same meaning set forth in Paragraph 3.2 of this Agreement.
- 1.3.9 “County” as used herein shall have the same meaning is as set forth in the preamble.
- 1.3.10 “County’s Project Director” as used herein shall have the same meaning set forth in Paragraph 2.1 of this Agreement.
- 1.3.11 “County’s Project Manager” as used herein shall have the same meaning set forth in Paragraph 2.2 of this Agreement.
- 1.3.12 “County’s Project Monitor” as used herein shall have the same meaning set forth in Paragraph 2.3 of this Agreement.
- 1.3.13 “Day(s)” whether capitalized or not shall mean calendar day(s), not business or working days, unless otherwise specified.
- 1.3.14 “Deliverable” as used herein shall mean a service, product, or goods to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work (SOW).
- 1.3.15 “Department of the Registrar-Recorder/County Clerk” or “RR/CC” as used herein shall have the meaning set forth in the Recitals.
- 1.3.16 “Election” as used herein means any federal, state or local election conducted by County or its designees.
- 1.3.17 “Employee” as used herein means an individual who works for an employer, is listed on the employer’s payroll records, and is under the employer’s control.
- 1.3.18 “Employer” as used herein is a person who employs an individual for wages or salary, lists the individual on the person’s payroll records, and withholds legally required deductions and contributions.
- 1.3.19 “Equipment” as used herein means the total complement of individual machines and/or units of hardware, not excluding control components integrated wherein, which may be in the form of software. All items of Equipment are set forth in Exhibit B (Pricing Schedule).

- 1.3.20 “Federal” as used herein shall mean the United States Federal government.
- 1.3.21 “Fiscal Year” as used herein means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 1.3.22 “Hardware” as used herein means any piece or group of pieces of Equipment.
- 1.3.23 “Preventive Maintenance” as used herein means scheduled Equipment maintenance services performed by Contractor at intervals specified by the Equipment manufacturer.
- 1.3.24 “Registrar-Recorder/County Clerk” as used herein shall mean the Department Head of the Department of the Registrar-Recorder/County Clerk.
- 1.3.25 “Response Time” as used herein shall mean the time between Contractor’s receipt of County’s Service Call and the time Contractor’s Service Technician arrives at RR/CC Headquarters.
- 1.3.26 “Service” as used herein shall mean the maintenance and support services described in the Statement of Work.
- 1.3.27 “Service Call” as used herein shall mean County’s request for Services.
- 1.3.28 “Service Technician” as used herein shall mean Contractor’s staff certified to work on the County’s Equipment.
- 1.3.29 “State” as used herein shall mean the State of California.

2.0 ADMINISTRATION OF AGREEMENT – COUNTY

A listing of all County Administration referenced in the following paragraphs is set forth in Exhibit D (County’s Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 County’s Project Director

Responsibilities of the County’s Project Director include:

- 2.1.1 Ensuring that the objectives of this Agreement are met; and
- 2.1.2 Making changes in the terms and conditions of this Agreement in accordance with Paragraph 6.0 (Amendments); and

- 2.1.3 Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2.2 County's Project Manager

Responsibilities of the County's Project Manager include:

- 2.2.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 2.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 2.2.3 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.

2.3 County's Project Monitor

Responsibilities of the County's Project Monitor include:

- 2.3.1 The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

2.4 County's Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, maintenance schedule, and performance hereunder are not based on the use of County personnel except as otherwise expressly provided in this Agreement.

3.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

3.1 Contractor's Project Director

- 3.1.1 The Contractor's Project Director is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

- 3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of Contractor's Tasks and subtasks, delivery of all Deliverables, and ensuring Contractor's compliance with this Agreement.

3.2 Contractor's Project Manager

- 3.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 3.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

3.3 Approval of Contractor's Staff

- 3.3.1 Should the County determine that any Contractor's staff are not performing in accordance with the requirements of this Agreement, the County shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor's policy and procedures, Contractor shall remedy the deficiency with the staff in question.
- 3.3.2 Contractor shall endeavor to assure continuity during the Term of this Agreement. Contractor personnel performing key functions under this Agreement, together with Contractor Project Director and Contractor Project Manager, shall constitute and shall be referred to hereinafter as the Contractor's "Key Personnel." Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications at least equivalent to those being replaced.
- 3.3.3 County's Project Director may request the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder.
- 3.3.4 In the event Contractor should need to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide notice as promptly as possible thereafter, and shall Work with County on a mutually agreeable transition plan as to ensure project continuity.

- 3.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or removed should any transition plan develop pursuant to Paragraph 3.3.4 require filing such vacancy (or, alternatively, terminating such position) and subject further to County's Project Director's right to request replacement or removal of such personnel pursuant to Paragraph 3.3.3.

3.4 Background and Security Investigations

- 3.4.1 At any time prior to or during Term of this Agreement, the County may require that any/all Contractor's 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.
- 3.4.2 County may request in writing that the Contractor's staff be immediately removed from working on the County Agreement at any time during the Term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 3.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the 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.
- 3.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Paragraph 3.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

3.5 Confidentiality

- 3.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance

with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

3.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

3.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F

4.0 WORK

4.1 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 Exhibit A (Statement of Work).

4.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, 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.

5.0 TERM

5.1 The Initial Term of this Agreement shall commence upon Board approval and continue for a period of three (3) years unless sooner terminated or extended, in whole or in part, as provided under the Agreement.

5.2 The County shall have the sole option to extend this Agreement Term (Extension Year) for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Agreement Term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Registrar-Recorder/County Clerk or his/her designee as authorized by the Board of Supervisors.

5.3 The Contractor shall notify RR/CC when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit D (County's Administration).

6.0 AMENDMENTS

COUNTY reserves the right to amend any portion of the work required under this Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

6.1 Unless otherwise provided under the terms of this Agreement, for any change which does not materially affect the scope of work, term, Contract

Sum, or payments under this Agreement, an amendment to this Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee. As used herein, the term "materially" is defined as being a change of more than fifteen percent (15%) of the Contract Sum, a change of more than 90 days to any period of performance, or a change in the work required which collectively increases or decreases the Contract Sum more than fifteen percent (15%) of the Contract Sum.

- 6.2 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 changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee.
- 6.3 The Registrar-Recorder/County Clerk or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 5.0 (Term). 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, an Amendment to the Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee.

7.0 CONTRACT SUM

- 7.1 Contractor's fees, as set forth in Exhibit B (Pricing Schedule) shall remain firm fixed prices for the Initial Term of the Agreement. The Contract Sum under the terms of this Agreement is \$367,200 which shall be allocated as follows: (i) \$183,600 for the first three (3) years of the Contract Term; (ii) \$122,400 for the two option one-year extension and; (iii) \$61,300 for any copy overages, operator services and any other incidentals that may become necessary during the Term of the Agreement..
- 7.2 The Registrar-Recorder/County Clerk, or his/her designee, at his/her sole discretion, may increase the Contract Sum up to fifteen percent (15%) (\$55,080) of the total Contract Sum over the Term of the Agreement, including any extensions thereof. The maximum Contract Sum shall not exceed \$422,280.
- 7.3 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.

- 7.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit D - County's Administration.

7.5 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the 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 the Contractor. This provision shall survive the expiration or other termination of this Agreement.

7.6 Invoices and Payments

- 7.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in 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 Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 7.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

- 7.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the service components for which payment is claimed.

7.6.4 The Contractor may submit to County the invoice for the annual maintenance and support services annually at the beginning of each Contract period. Any other services billable to County as set forth in Exhibit A (Statement of Work) shall be invoiced monthly to County by the 15th calendar day of the month following the month of service.

7.6.5 All invoices under this Agreement shall be submitted as one (1) original and one (1) copy to the following address:

**Financial Services
Registrar Recorder/County Clerk
12400 Imperial Highway, Room 7211
Norwalk, CA 90651
Attn: Finance Officer
562-462-2680**

7.6.6 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 properly prepared invoices by the County.

7.7 Invoice Discrepancy Report

7.7.1 County's Project Director or designee shall review all invoices for any discrepancies and issue a "Invoice Discrepancy Report" ("IDR"), a sample of which is attached hereto as Exhibit I and incorporated herein by this reference, to Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten (10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written response within thirty (30) Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. Notwithstanding any partial payments made by County, provided Contractor has timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Paragraph 37.0 (Notice of Dispute), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the fifteen (15) Day period set forth

above, Contractor waives its right to dispute the IDR and the partial payment by County.

8.0 WORK; APPROVAL AND ACCEPTANCE

- 8.1 Contractor shall complete and deliver all tasks, deliverables, goods and services in accordance with the requirements and specifications set forth in the Agreement and the Statement of Work.
- 8.2 Contractor warrants that it will maintain Equipment with new “Original Equipment Manufactured” (OEM) parts produced by the manufacturer and certified by the manufacturer as meeting all specification and performance standards. In the event Contractor is unable to procure new replacement parts, Contractor shall first obtain RR/CC written authorization to purchase parts of equal quality and reliability and equivalent to the exchange parts. No used or out-of revision parts shall be utilized on RR/CC Equipment.
- 8.3 In no event shall County be liable or responsible for any payment prior to written approval of work performed.

9.0 ASSIGNMENT AND DELEGATION

- 9.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. 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.
- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 9.3 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, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10.0 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this 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.

11.0 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 under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

12.0 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 12.1 Within thirty (30) Days after the Effective Date of the Agreement, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 12.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 12.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 12.4 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.

- 12.5 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.
- 12.6 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.
- 12.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

13.0 COMPLIANCE WITH APPLICABLE LAW

- 13.1 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.
- 13.2 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.

14.0 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 C - Contractor's EEO Certification*.

15.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

15.1 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, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Agreement.

15.2 Written Employee Jury Service Policy

- 15.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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.

15.2.2 For purposes of this 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 the 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 the Contractor uses any Subcontract to perform services for the County under the Agreement, the Subcontract or shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

15.2.3 If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the 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 the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that the Contractor continues to qualify for an exception to the Program.

- 15.2.4 Contractor's violation of this 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 the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

16.0 CONFLICT OF INTEREST

16.1 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 knowingly 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 knowingly 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.

16.2 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 Paragraph shall be a material breach of this Agreement.

17.0 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 provided, however, that such County employees apply for such employment openings by completing an application and identify themselves on the application as targeted for layoff or are on the County's re-employment list.

18.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

18.1 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.

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

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

19.1 Responsible Contractor

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.

19.2 Chapter 2.202 of the County Code

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, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Contractor may have with the County.

19.3 Non-responsible Contractor

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.

19.4 Contractor Hearing Board

- 19.4.1 If there is evidence that the Contractor may be subject to debarment, the RR/CC will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.4.2 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 tentative 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 RR/CC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.4.3 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.
- 19.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 19.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 19.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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.

19.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

20.0 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

- 21.1 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.
- 21.2 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 in 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).

22.0 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 within thirty (30) days written notice, consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

23.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 23.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds to the extent caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 23.2 If the Contractor fails to make timely repairs, County shall notify Contractor in writing of such failure. If Contractor does not make repairs after thirty

(30) days notice, County may make any necessary repairs. All reasonable costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

24.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 24.1 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.
- 24.2 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.

25.0 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 Amendments prepared pursuant to Paragraph 6.0 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to 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.

26.0 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.

27.0 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.

28.0 INDEPENDENT CONTRACTOR STATUS

28.1 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.

28.2 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.

28.3 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.

28.4 The Contractor shall adhere to the provisions stated in Paragraph 3.5 (Confidentiality).

29.0 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 but this excludes any negligent acts or omissions of the County.

30.0 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.

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

**Attn: Contracts Section
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5203
Norwalk, CA 90650-1024**

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

- 30.1.1 Specifically identify this Agreement;
- 30.1.2 Clearly evidence all coverages required in this Agreement;
- 30.1.3 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;
- 30.1.4 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 insureds for all activities arising from this Agreement; and
- 30.1.5 Identify any deductibles or self-insured retentions. Contractor agrees it is solely responsible for deductibles and/or self-insured retention amounts and that these shall not be applicable to the County.

30.2 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.

30.3 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.

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

30.4.1 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.

30.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.

30.4.3 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's Project Manager.

30.4.4 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.

30.5 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.

30.6 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:

30.6.1 The Contractor providing evidence of insurance covering the activities of Subcontractors, or

30.6.2 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.

31.0 INSURANCE COVERAGE REQUIREMENTS

31.1 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

31.2 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”.

31.3 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

32.0 LIQUIDATED DAMAGES

32.1 If, in the judgment of the Registrar-Recorder/County Clerk, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Registrar-Recorder/County Clerk, or his/her designee, at his/her 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. A description of 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 Registrar-Recorder/County Clerk, or his/her designee, in a written notice describing the reasons for said action.

32.2 If the Registrar-Recorder/County Clerk, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Registrar-Recorder/County Clerk, or his/her designee, deems are correctable by the Contractor over a certain time span, the Registrar-Recorder/County Clerk, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames.

Should the Contractor fail to correct deficiencies within said time frame, the Registrar-Recorder/County Clerk, or his/her designee, 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 and that the Contractor shall be liable to the County for liquidated damages in said amount. 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, up to \$5,000 in the aggregate for all claims, for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be billed to the Contractor from the County, as determined by the County. Contractor shall promptly reimburse County for such County costs.

32.3 The action noted in Paragraph 32.2 shall not be construed as a penalty, but as an adjustment to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

32.4 This 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 Paragraph 32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

32.5 Except as otherwise expressly set forth herein, Contractor makes no warranties of any kind, express or implied, with respect to any services, equipment or goods provided under this agreement, including without limitations, any implied warranty of merchant ability or fitness for a particular purpose. In no event shall either Party be liable to the other Party for consequential, incidental, or direct damages, even if such Party has been advised of the possibility of such damages.

33.0 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.

34.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 34.1 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.
- 34.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 34.3 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.
- 34.4 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.
- 34.5 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.
- 34.6 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 Paragraph 34.0 when so requested by the County.
- 34.7 If the County finds that any provisions of this Paragraph 34.0 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.

34.8 The Parties agree that in the event a California Court of laws finds that the Contractor violates any of the anti-discrimination provisions of this Agreement and Contractor has exhausted any and all appeal rights, 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.

35.0 NON EXCLUSIVITY

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

36.0 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 one (1) business day, use reasonable efforts to, give notice thereof, including all relevant information with respect thereto, to the other party.

37.0 NOTICE OF DISPUTE

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk, or his/her designee shall resolve it.

38.0 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 (Exhibit I).

39.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees assigned to an LA County site, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

40.0 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 Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Registrar-Recorder/County Clerk or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

41.0 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.

42.0 PUBLIC RECORDS ACT

42.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, 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.

42.2 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.

43.0 PUBLICITY

43.1 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:

43.1.1 The Contractor shall develop all publicity material in a professional manner; and

43.1.2 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.

43.2 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 Paragraph 43.0 shall apply.

44.0 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 record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and 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.

- 44.1 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 or accountant 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. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 44.0 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 44.3 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 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.

45.0 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.

46.0 SUBCONTRACTING

- 46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance 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.
- 46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- 46.2.1 A description of the work to be performed by the Subcontractor;
 - 46.2.2 A draft copy of the proposed subcontract; and
 - 46.2.3 Other pertinent information and/or certifications requested by the County.
- 46.3 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 the Contractor employees.
- 46.4 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.
- 46.5 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.
- 46.6 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.
- 46.7 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.
- 46.8 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:

Contracts Section
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5203
Norwalk, California 90650-1024

before any Subcontractor employee may perform any work hereunder.

47.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 21.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 49.0 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

48.0 TERMINATION FOR CONVENIENCE

48.1 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 thirty (30) days after the notice is received.

48.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

48.2.1 Stop work under this Agreement on the date and to the extent specified in such notice, and

48.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

48.3 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 Paragraph 44.0 (Record Retention & Inspection/Audit Settlement).

49.0 TERMINATION FOR DEFAULT

49.1 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:

49.1.1 Contractor has materially breached this Agreement; or

49.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this

Agreement and not correct any failure after thirty (30) days written notice; or

- 49.1.3 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 thirty (30) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 49.2 In the event that the County terminates this Agreement in whole or in part as provided in Paragraph 49.1, 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 reasonable 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 Paragraph.
- 49.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 49.2 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 Paragraph 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 49.4 If, after the County has given notice of termination under the provisions of this Paragraph 49.0, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 49.0, or that the default was excusable under the provisions of Paragraph 49.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 48.0 (Termination for Convenience).

49.5 The rights and remedies of the County provided in this Paragraph 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

50.0 TERMINATION FOR IMPROPER CONSIDERATION

50.1 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.

50.2 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.

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

51.0 TERMINATION FOR INSOLVENCY

51.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

51.1.1 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;

51.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

51.1.3 The appointment of a Receiver or Trustee for the Contractor; or

51.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

51.2 The rights and remedies of the County provided in this Paragraph 51.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

52.0 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.

53.0 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.

54.0 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.

55.0 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 Paragraph 55.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56.0 WARRANTY AGAINST CONTINGENT FEES

56.1 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.

- 56.2 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.

57.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

57.2 The 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.

57.3 The 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.

57.4 If the 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:

57.4.1 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;

57.4.2 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

57.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

57.4.4 The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and

the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
Yvonne B. Burke
Chair, Los Angeles County

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

By *[Signature]*
Deputy

IKON Office Solutions, Inc.

By *[Signature]*
Signature

BILL CARROW
Print Name

AREA VICE PRESIDENT
Print Title

Tax ID # 23 033 4400

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Patrice Salseda
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 MAR 04 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REGISTRAR-RECORDER/COUNTY CLERK
STATEMENT OF WORK
FOR
PRINT SHOP DIGITAL/NETWORK COLOR COPIERS/PRINTERS
MAINTENANCE AND SUPPORT SERVICES

OBJECTIVE

The Department of Registrar-Recorder/County Clerk's (RR/CC) Print Shop utilizes a network of printers and copiers to produce a wide variety of printed materials to support daily mission critical Recorder and Election Bureau functions. The RR/CC requires hardware and software maintenance and support services ("Services") described in this Statement of Work to produce high quality production printing services. The RR/CC currently has two (2) IKON CPP 8050 production color copiers/printers and two (2) Fiery S300 print controllers. The average number of copies the RR/CC produces a year is approximately 1,200,000 color copies.

SCOPE OF WORK

The Contractor shall perform a full range of Services and deliver all tasks and deliverables, goods and services set forth in full compliance with this Statement of Work. All work shall be performed on-site at the RR/CC's Headquarters located at 12400 Imperial Highway, Norwalk, California 90650.

CONTRACTOR TASKS AND DELIVERABLES

1. HARDWARE MAINTENANCE AND SUPPORT SERVICES

TASK 1.1: HARDWARE MAINTENANCE AND SUPPORT

Contractor shall provide full coverage Services on all IKON CPP 8050 production color copiers/printers hardware components including optional large capacity paper tray(s) and booklet finisher(s) and Fiery S300 print controllers. Full coverage Services includes, but not limited to, all parts and labor, analysis and solution to all hardware problems, and replacement of all worn or broken parts due to normal operation of the color copiers.

The Services provided by Contractor under this Agreement will not include the following: (i) repairs of software support resulting from misuse (including without limitation failure to maintain a proper environment for the equipment and software, improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service or relocation of the equipment performed by persons other than Contractor representatives; (iii) service calls or work which the County requests to be performed outside of normal business hours (unless covered under an extended hour service contract); (iv) removable cassette, copy cabinet, exit trays, or any

item not related to the mechanical or electrical operation of the equipment; (v) supply of consumable supplies such as paper or staples, unless expressly provided for in a Purchase Order; (vi) repairs and/or service calls resulting from attachments not purchased from Contractor; (vii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the equipment, including problems resulting from overloaded or improper circuits; and (x) charges for installation of the equipment or deinstallation and/or movement of the equipment from one location to another. Damage to equipment or parts are not covered by this Agreement. In no event shall Contractor be liable for any damages resulting from or related to any failure of software, including, but not limited to, loss or data, or delay of delivery of Services hereunder. Contractor assumes no obligation to provide or install any anti-virus or similar software and the scope of services contemplated hereby does not include any such Services. Contractor may terminate its Service obligations under this Agreement with respect to any items of equipment or software that has been modified, damaged, altered or serviced by personnel other than those employed by Contractor. Additionally, Services necessitated as a result of inadequate key operator involvement, any operator caused damage, or the equipment being beyond economical repair may result in Service being rendered on a time-and-material basis in addition to the Service charges.]

Deliverable 1.1:

Full coverage Services provided to all IKON CPP 8050 production color copiers/printers hardware components and Fiery S300 print controllers to ensure optimal performance.

TASK 1.2: HARDWARE REPLACEMENT PARTS

Contractor shall stock and maintain all replacement parts as new “Original Equipment Manufactured” (OEM).

Deliverable 1.2:

Contractor maintains OEM replacement parts readily available to support all hardware repairs.

TASK 1.3: HARDWARE PREVENTATIVE MAINTENANCE

Contractor shall stock and maintain 100K and 200K Preventative Maintenance (PM) kits and install at every 100,000 and 200,000 copy intervals. PM kits and Imaging Drums must be part of the Contractor’s supply stock to avoid delays in the ordering process.

Deliverable 1.3:

Contractor completed manufacturer recommended PM every 100,000 and 200,000 copy intervals without delay.

2. SOFTWARE/FIRMWARE MAINTENANCE AND SUPPORT SERVICES

TASK 2.1: MAINTENANCE AND SUPPORT

Contractor shall provide full coverage Services on all software/firmware including, but not limited to, patches and bug fixes of malfunctioning program code, troubleshooting problems, operational support and non-billable software version upgrades for the color copiers and the print controllers.

Deliverable 2.1:

Contractor provides required Services for software/firmware as needed by RR/CC including patches/fixes, operational support and as upgrades become available.

3. TECHNICAL SUPPORT

TASK 3.1: PHONE SUPPORT

The Contractor shall provide a telephone number for all service requests made during and after business hours.

3.1.1 Contractor shall provide a telephone number for in coming service requests made within normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m.).

3.1.2 Contractor shall provide a message service telephone number, fax number, or email address where service requests can be made after normal business hours.

Deliverable 3.1:

RR/CC is able to convey service requests to Contractor when needed.

TASK 3.2: REPAIR PERSONNEL

Contractor shall employ certified Service Technicians to repair the IKON CPP 8050 and Konica/Minolta Bizhub Pro C500 including the Fiery S300 Print Controllers in sufficient quantity to ensure availability of certified Service Technicians when needed by County .

Deliverable 3.2:

Certified Service Technician responds to RR/CC's repair needs as specified in this Statement of Work.

TASK 3.3: RESPONSE TIME

Contractor's Service Technician shall call RR/CC Print Shop representative within the following timeframes:

- 3.3.1 During normal business hours, Contractor's Service Technician shall call RR/CC Print Shop representative within one (1) hour after Service call is placed and provide an estimated time of arrival. Services shall be provided within an average of four (4) hours from the time of Contractor's return call.
- 3.3.2 For Service requests made after normal business hours, Contractor's Service Technician shall call RR/CC Print Shop representative no later than 8:00 a.m. the next business day and provide an estimated time of arrival. Services shall be provided within an average of three (3) hours from time of Contractor's return call.
- 3.3.3 During critical Election periods, Contractor shall be required to support RR/CC's repair needs during evening hours, weekends, and holidays if necessary to produce Election materials by legally required deadlines. Contractor shall require prior County approval for all overtime Services.

Deliverable 3.3:

Print Shop receives call back within the timeframes indicated in Tasks 3.3.1 and 3.3.2 as applicable. Service Technician arrives at RR/CC Headquarters within three (3) hours of receiving Contractor's return call.

PRICING SCHEDULE

Line No.	Item Description	Pricing Unit	Unit Price	Total Annual Cost
1	Photocopier – IKON CPP 8050 Color Copier with Large Capacity Paper Tray and Booklet Finisher. Serial Number:	Monthly	\$2,550.00	\$30,600.00
2	Photocopier – IKON CPP 8050 Color Copier with Large Capacity Paper Tray and Booklet Finisher. Serial Number:	Monthly	\$2,500.00	\$30,600.00
3	Per Copy Cost over Annual Copy Cap Of: 1,200,000	Per Copy	\$0.051	
4	Fiery S300 Color Print Controller for IKON CPP Color Photocopier Serial Number:	Monthly	Included	Included
5	Fiery S300 Color Print Controller for IKON CPP Color Photocopier Serial Number:	Monthly	Included	Included
TOTAL			\$5,100.00	\$61,200.00
6	Operator: week nights (4 hour per operator minimum when overtime is not directly adjacent to regular operating hours)	Per hour	Per Operator	\$25.00
7	Operator: Weekends and Holidays (4 hour per operator minimum when overtime is not directly adjacent to regular operating hours)	Per hour	Per Operator	\$30.00

***Full Service includes all parts, labor & supplies**

(Including staples; excluding paper)

~~Attachment A~~

On behalf of IKON Office Solutions, please accept our request to replace the language submitted in the Alternative Pricing Option section of the *Request for Proposal for Digital/Network Color Copiers/Printers Maintenance and Support Services* with the following revised language:

IKON Office Solutions will, in an effort to minimize the impact of volume fluctuations during election and non-election years, will provide The Los Angeles County, Department of Registrar-Recorder/County Clerk with the ability to offset potential overage charges incurred during the contract year(s); where the annual copy volume exceeds 1.2 million copies, with unused copy credits from previous contract years; where the annual copy volume was less than 1.2 million copies.

The intent of the IKON alternative pricing option is to capture potentially unused copies below the 1.2 million annual copy cap during non-election years (under utilization) and apply them , as a credit, to election year volume; when the usage is likely to exceed the 1.2 million annual copy cap (over utilization). Normally, the unused copies would be forfeited at the end of each contract year. This plan allows the unused copies to carryover to another contract year.

Any copies that have not been used by the conclusion of the contract term will be forfeited.

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Michael Petrucello
Address: 12400 Imperial Highway
Norwalk, CA 90651
Telephone: (562) 462-2712

E-Mail Address: MPetrucello@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ray Ching
Address: 12400 Imperial Highway
Norwalk, CA 90651
Telephone: (562) 462-2209

E-Mail Address: RChing@rrcc.lacounty.gov

COUNTY PROJECT MONITOR:

Name: David Barrios
Address: 12400 Imperial Highway, Room 5203
Norwalk, CA 90651
Telephone: (562) 462-2904
Facsimile: (562)

E-Mail Address: DBarrios@rrcc.lacounty.gov

IKON OFFICE SOLUTIONS, INC.
CONTRACTOR'S NAME

CONTRACTOR'S PROJECT DIRECTOR:

Name: Patricia Roberts
Title:
Address: 10558 W. 7th Street
Los Angeles, CA 90017, Suite 2100
Telephone: (213) 532-2772
Cell:
Facsimile: (213) 532-2700
E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Mark Coyle
Title: Director of Sales
Address: 1055 W. 7th Street, Suite 2100
Los Angeles, CA 90017
Telephone: (213) 532-2700
Facsimile: (213) 532-2838
E-Mail Address:

Notices to Contractor shall be sent to the following address:

Name: Vern Wyley
Title: Manager, Government Division
Address: 1055 W. 7th Street, Suite 2100
Los Angeles, CA 90017
Telephone: (213) 532-2772
Facsimile: (213) 532-2838
E-Mail Address: vowyley@IKON.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY 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.)

CONTRACTOR NAME _____ Contract No. _____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

**1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

INVOICE DISCREPANCY REPORT

1. ISSUE:

Today's Date: _____

Contractor: _____

Phone Number: _____

Name: _____

Date of Subject Invoice: _____

Invoice Number of Subject Invoice: _____

Total Value of Subject Invoice: _____

Disputed Value of Subject Invoice: _____

Description of Disputed Charges:

2. REVIEWED/SIGNED:

Signed: _____ Date: _____
County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager)

Date received from CPD: _____

Explanation regarding Disputed Charges:

Corrective Action Taken:

Signed: _____ Date: _____
Contractor Project Director

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

(list each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

SEE SECTION E.1

Yes No _____ years experience, within the last ____ years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

IKON OFFICE SOLUTIONS

Address:

1055 W. 7th Street
Los Angeles, CA 90017

e-mail address: WILEY@IKON.COM Telephone number: 213-532-2772

Fax number: 213 532-2838

On behalf of IKON OFFICE SOLUTIONS (Proposer's name), I Alton McDaniel (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Alton B. McDaniel
Signature

522119071
Internal Revenue Service
Employer Identification Number

DIRECTOR of SALES
Title

C0523367
California Business License Number

6/4/07
Date

51490605
County WebVen Number

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>MARK COYLE</u>	<u>(949) 862-2777</u>
<u>Steve BASTIAN</u>	<u>(949) 225-2305</u>
<u>HILTON MCDANIEL</u>	<u>(913) 532-2794</u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

IKON OFFICE SOLUTIONS
Name of Firm

HILTON E. MCDANIEL DIRECTOR OF SALES
Print Name of Signer Title

Hilton E. McDaniel 6/4/07
Signature Date

~~REQUIRED FORMS - EXHIBIT 5~~
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

HILTON MCDANIEL
Proposer Name

DIRECTOR of SALES
Proposer Official Title

Hilton McDaniel
Official's Signature

Cert. of No Conflict of Interest

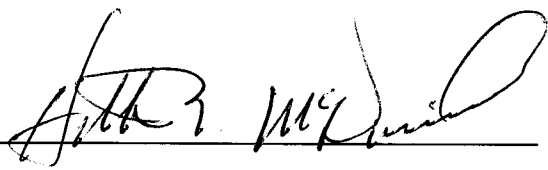
~~REQUIRED FORMS EXHIBIT 6~~

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

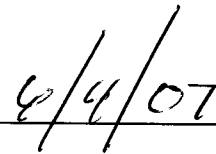
The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: _____



LOBBYIST CERTIFICATION

~~REQUIRED FORMS - EXHIBIT 9~~

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

____ YES (subject to verification by County) NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES ____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

____ YES ____ NO N/A (Program not available)

Proposer Organization: AKON OFFICE SOLUTIONS

Signature: HILTON M. DANIEL

Print Name: HILTON M. DANIEL

Title: DIRECTOR OF SALES Date: 6/4/07

Tel.#: 213-532-2794 Fax #: 213-532-2838

~~REQUIRED FORMS - EXHIBIT 10~~

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	IKON OFFICE SOLUTIONS		
Company Address:	1055 W. 7TH ST.		
City:	Los Angeles	State:	CA Zip Code: 90017
Telephone Number:	213 532-2746		
Solicitation For _____ Services:			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: HITMAN MCDANIEL	Title: DIRECTOR OF SALES
Signature: <i>HITMAN MCDANIEL</i>	Date: 6/4/07

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: I KON Office Solutions, Inc.
 COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
 Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 21,071

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			193	115	1747	1959
Hispanic/Latino			131	52	1048	614
Asian or Pacific Islander			46	22	540	298
American Indian			7	4	60	34
Filipino			-	-	-	-
White			1568	614	7907	4112

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Terni Pattillo</u>	Authorized Signature <u>Terni Pattillo</u>	Title <u>HR Manager</u>	Date <u>2/15/08</u>
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**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: IKON Office Solutions, Inc.
CAGE CODE: DLR16 NAICS CODE: 323114

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>21,071</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			193	115	1747	1959
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Filipino			-	-	-	-
White			1568	614	7907	4112

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Tern Pattillo</u>	Authorized Signature <u>Tern Pattillo</u>	Title <u>HR Manager</u>	Date <u>2/15/08</u>
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IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
 (Rev. 12-2004)