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

LEROY D. BACA, SHERIFF

October 21, 2008

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

Dear Supervisors:

APPROVAL OF MODEL MASTER AGREEMENT FOR SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) requires the services of independent contractors to assist the Department's North County Correctional Facility (NCCF) staff in providing repair and maintenance services for the vocational sewing shop equipment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the enclosed Model Master Agreement for sewing shop equipment repair and maintenance services for a term of one year with an option to extend for three one-year periods.

2. Delegate authority to the Sheriff, or his designee, to enter into any such agreements with various contractors to meet the needs of the Department.

3. Delegate authority to the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to modify the agreement within the conditions specified in the agreement, with prior approval of County Counsel, including authority for the Sheriff to exercise the above extension provision, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Department to obtain sewing equipment repair and maintenance services from a pool of readily available qualified contractors for the repair and maintenance of industrial sewing machines and fabric equipment (fabric cutters, fabric drills, fabric rollers/sealers, and grinders). Services for each of the various types of machines and equipment are required intermittently and on an as-needed basis.

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan, Goal No. 2, Workforce Excellence, and Goal No. 4, Fiscal Responsibility. Specifically, the agreement will enable the Department to ensure the continued reliable and safe operations of the sewing shop equipment and reduce cost to the County by providing inmate clothing, linen, and other items.

FISCAL IMPACT/FINANCING

The Department has identified funding in the amount of $50,000 in the Fiscal Year 2008-09 operating budget. The Department will continue to allocate funds required to continue these services throughout the duration of this agreement.

The total amount paid under this agreement will depend on the services needed by the Department. Payment for work is based on fixed rates. In no event shall the maximum annual contract sum for all agreements combined exceed the sum allocated in the particular fiscal year's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department's NCCF vocational sewing shop has approximately 181 pieces of sewing equipment. The equipment consists of approximately 169 industrial sewing machines, 5 fabric cutters, 3 fabric drills, 2 fabric rollers/sealers, and 2 grinders. The sewing shop equipment requires specialized maintenance and repair services.

The sewing shop produces over 400,000 units of inmate clothing and specialty items per year to be used by the Department's jail system. The sewing shop provides vocational training for hundreds of inmates each year and lowers operating cost for the Department's Custody Division by almost exclusively providing clothing and linen for all inmates housed in the County jail system.

It is imperative that the sewing shop equipment be repaired and maintained on a regular basis. Malfunctioning equipment cannot be used to produce clothing or linen

and exacerbates the problem of providing the required volume of adequate clothing and linen to inmates in the County jail system.

The solicitation document does not have a cost component in the review of responses; therefore, the Local Small Business Preference Program and the Transitional Job Opportunities Preference Program are not applicable.

The agreement was determined to be a Non-Proposition A Agreement because the service is highly specialized in nature and will be used intermittently on an as-needed basis. Therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended agreement.

The contractors will be required to comply with all Board, Chief Executive Office, and County Counsel requirements, including Jury Service and Safely Surrendered Baby Law.

The Model Master Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On July 25, 2008, the Department issued a Request for Statement of Qualifications (RFSQ) for sewing shop equipment repair and maintenance services. The RFSQ solicitation was posted on the Los Angeles County Website and the Department's Website with an initial closing date of August 26, 2008, but will remain open until the needs of the Department are met. The Department received two Statements of Qualification on August 26, 2008. Alberoni Sewing Machine, Incorporated and John Harb Sewing Machine Company, Incorporated met the minimum requirements and were determined to be qualified.

The contractors were selected without regards to gender, race, creed, or color for the award of the agreement.

IMPACT ON CURRENT SERVICES

The approval of this action will allow the Department to provide repair and maintenance services to the NCCF Sewing Shop equipment. These services are required to keep the equipment in continuous, reliable, and safe working order.

CONCLUSION

Upon approval and execution of the contract by your Board, please return two adopted copies of this Board letter and attachments to the Department's Contracts Unit for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

MODEL MASTER AGREEMENT

FOR

SEWING SHOP EQUIPMENT REPAIR

AND MAINTENANCE SERVICES AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

COUNTY OF LOS ANGELES

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RECITALS

This Agreement is entered into as of the Effective Date by and between the County of Los Angeles ("County") and [_____], Contractor, to provide Sewing Shop Equipment Repair and Maintenance Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the County desires to contract with private businesses to provide Sewing Shop Equipment Repair and Maintenance Services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, technical competence and sufficient technicians to provide Sewing Shop Equipment Repair and Maintenance Services; and

WHEREAS, the County has determined that the services are needed on an as-needed basis; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through I, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A Additional Terms and Conditions

1.2.2. Exhibit B Statement of Work

1.2.3	Exhibit C1	Contractor's Employee Acknowledgement and Confidentiality Agreement
	Exhibit C2	Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
1.2.4	Exhibit D	Contractor's EEO Certification
1.2.5	Exhibit E	Sample Price Sheet
1.2.6	Exhibit F	Sewing Shop Equipment List
1.2.6	Exhibit G	Work Order
1.2.7	Exhibit H	Contract Discrepancy Report
1.2.8	Exhibit I	Performance Requirement Summary

1.3 Additional Terms and Conditions

Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction

The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Subparagraph 1.1 (Agreement).

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Change Order" has the meaning set forth in Paragraph 6.0 (Change Orders and Amendments).

2.5 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.1 (Contractor Project Manager).

2.6 "County" has the meaning set forth in the Recitals.

2.7 "County Counsel" means County's Office of the County Counsel.

2.8 "County Indemnitees" has the meaning set forth in Subparagraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

2.9 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).

2.10 "County Project Manager" has the meaning set forth in Subparagraph 3.2 (County Project Manager).

2.11 "Deliverable" means a service, product, or maintenance to be provided by Contractor to County under this Agreement and identified as Specific Work Requirement in the Statement of Work or any approved Change Order or Amendment.

2.12 "Department" has the meaning set forth in the Recitals.

2.13 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.14 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.

2.15 "Hourly and/or Monthly Rate" means, for Contractor the fully burdened hourly and/or monthly rates set forth in Exhibit E, Price Sheets.

2.16 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.17 "Initial Term" has the meaning set forth in Paragraph 7.0 (Term).

2.18 "Jury Service Program" has the meaning set forth in Paragraph 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.19 "Maximum Contract Sum" has the meaning set forth in Paragraph 8.0 (Prices and Fees).

2.20 "Option Term" has the meaning set forth in Paragraph 7.0 (Term).

2.21 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.22 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.23 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.24 "Term" has the meaning set forth in Paragraph 7.0 (Term).

2.25 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" for this Agreement shall be the following person:

Operations Lieutenant
North County Correctional Facility (NCCF)
Vocational Sewing Shop
29340 The Old Road
Castaic, California 91384-2905
Telephone (661) 295-7801

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6.0 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Vocational Shop Sergeant
North County Correctional Facility (NCCF)
Vocational Sewing Shop
29340 The Old Road
Castaic, California 91384-2905
Telephone (661) 295-7812
Email EJElliott@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to the County Project Manager, such notice, report, or other delivery shall be made to the County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager or designee shall oversee the day-to-day activities relating to this Agreement.

3.2.4 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.5 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.6 The County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.7 The County Project Manager or designee shall issue Contract Discrepancy Reports as soon as possible to Contractor whenever a contract discrepancy is identified, as stated the Exhibit B, Statement of Work.

3.2.8 The County Project Manager or designee shall approve all invoices and forward approved invoices to Sheriff's Accounts Payable Unit, pursuant to Subparagraph 10.2.

3.3 Consolidation of Duties

County reserves the right to consolidate the duties of the County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), and the duties of County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), into one County position, and to assign all such duties to one individual who will act as County's technical liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Subparagraph 3.3.

3.4 County Personnel - General

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.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Manager

4.1.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Contractor Project Manager
Address
City

4.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.1.3 Contractor Project Manager shall be available by telephone during normal business hours (6:30 a.m. to 3:30 p.m.) and business days, Monday through Friday, excluding County observed holidays, to discuss technical requirements and/or matters relating to the Agreement.

4.1.4 Contractor Project Manager shall be available by telephone or pager to respond to emergencies and other critical operational requirements twenty-four (24) hours a day, seven (7) days a week, including holidays.

4.1.5 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than quarterly, with County.

4.1.6 Contractor Project Manager must be able to read, write, speak and understand English.

4.2 Approval of Contractor's Staff

4.2.1 County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of Contractor Project Manager, Contractor shall provide County with a resume for such proposed replacement, and an opportunity to interview such person prior to such person performing any work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.

4.2.2 Contractor shall endeavor to assure continuity during the Term of Contractor staff performing work under this Agreement. Notwithstanding the foregoing, County Project Director may require removal of any Contractor Staff.

4.2.3 In the event Contractor should desire to remove any Contractor staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a

removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.2.4 Contractor shall promptly fill any staff vacancies with individuals having qualifications at least equivalent to those of staff being replaced.

4.2.5 All staff employed by and on behalf of Contractor shall be adults, 18 years or order, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5.0 WORK; APPROVAL AND ACCEPTANCE

General

Contractor acknowledges that, subject to this Paragraph 5.0 (Work; Approval and Acceptance), all work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a monthly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5.0 (Work; Approval and Acceptance), Paragraph 8.0 (Prices and Fees), and Paragraph 10.0 (Invoices and Payments).

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6.0 (Change Orders and Amendments).

6.1 General

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

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Manager, with the concurrence of County

Counsel. To the extent that extensions of time for Contractor's performance do not impact either the scope of work or cost of this Agreement, County Project Director or designee, in County Project Director's discretion, may grant Contractor extensions of time in writing for the work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by Sheriff.

6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board or its designee and Contractor.

7.0 TERM

7.1 The term of this Agreement shall commence upon the date of its execution by the Sheriff. This Agreement shall expire on _____, (one (1) year from the date of approval of the Model Agreement form by the Los Angeles County Board of Supervisors) unless sooner extended or terminated, in whole or in part, as provided in this Agreement (the "Initial Term"). If other Agreements become effective during the initial term or any extension periods, then the Agreement will have the same term as the Agreement for the services provided herein.

7.2 The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to three (3) additional one (1) year periods (each an "Option Term") for a total Agreement term of four (4) years. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or his designee.

7.3 Contractor shall notify the County Project Director when this Agreement is within six (6) months from the expiration of the term as provided for

hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County's Project Director at the address herein provided in Paragraph 3.0, Administration of Agreement – County.

8.0 PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. Exhibit E, Price Sheets, specifies the monthly rate for routine repairs and maintenance for sewing machines, monthly rate for inspection and preventative maintenance services for sewing machines, including replacement of worn, defective or broken parts, hourly rate for as-needed routine repair and maintenance services for Fabric Equipment, and hourly rate for emergency repair services for all equipment listed in Exhibit F.

Contractor shall provide all parts, except the parts provided on site by the Department. Parts provided by the Department shall be used, as needed, at no cost to the County. The cost for parts provided by the Contractor must be approved by the County Project Manager or designee prior to purchase. Contractor shall be responsible for the cost of shipping and freight for all parts.

Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. All rates will remain fixed for the term of the Agreement. County will not pay overtime compensation for this Agreement. The execution of this Agreement does not guarantee Contractor any minimum amount of work.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the required Work under this Agreement for the Term, including all extension periods. In no event shall the annual total of all amounts expended by County, expressly or by implication, exceed the sum allocated in that fiscal year's budget. All payments under this Agreement shall be in accordance with Exhibit E, Price Sheets.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in 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 and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 General

Contractor shall be paid monthly in arrears. Contractor invoices shall be submitted to County by the tenth (10^{th}) day of the month following the billing period, the month in which services were rendered or work was performed. County shall submit payment to Contractor within thirty (30) days after a correct invoice has been approved for payment by the County Project Manager or designee.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Manager or designee, as evidenced by County Project Manager's or designee signature, prior to any payment thereof. Contractor shall attach a copy of the Work Order to all invoices submitted to the County Project Manager for approval. All invoices will be reviewed and verified by the County Project Manager or designee. In no event shall County be liable or responsible for any payment prior to such written approval. The County's Project Manager or designee shall forward the approved invoice to Sheriff's Accounts Payable Unit for payment. Incomplete or late invoices may delay processing of billing. County will not be responsible for invoices submitted more than sixty (60) days after the date of service rendered.

10.3 Detail

10.3.1 Monthly rate for weekly repairs and maintenance services for sewing machines

10.3.2 Monthly rate for inspection and preventative maintenance services for sewing machines

10.3.3 Hourly rate for fabric equipment repair services

10.3.4 Hourly rate for emergency repair services

10.3.5 County's Agreement number

10.3.6 Billing date

10.3.7 Serial number of machines/equipment

10.3.8 Date services provided

10.3.9 Brief description of the services for which payment is claimed. Including the amount being billed for parts, services and work hours.

10.3.10 Total charges billed

10.4 Submission of Invoices

Contractor shall attach a copy of the Work Order and submit an original and one (1) copy of each invoice, addressed as shown below:

Original Invoice to:

Los Angeles County Sheriff's Department
North County Correctional Facility
29340 The Old Road
Castaic, California 91384-2905
Attention: Vocational Sewing Shop Sergeant

Copy to:

Los Angeles County Sheriff's Department
Accounts Payable Section – Contracts Billing
4700 Ramona Boulevard, Room 326
Monterey Park, California 91754

10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County.

Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor. In the event that Contractor submits an inaccurate invoice, the County Project Manager shall return such invoice to the Contractor Project Manager with a letter to explain the discrepancies in the submitted invoice and request a corrected invoice. Contractor shall submit the corrected invoice to the parties specified in Subparagraph 10.4 (Submission of Invoices). County payment will be made within thirty (30) days of approval of corrected invoice by the County Project Manager.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved work.

11.0 LIQUIDATED DAMAGES

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

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.2.2 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit I, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

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

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

12.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
North County Correctional Facility
29340 The Old Road
Castaic, CA 91384
Attention: Vocational Sewing Shop Sergeant

With a copy to: Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Suite 214
Monterey Park, CA 91754-2169
Attention: Mona Whittouck
Facsimile: (323) 415-3745

To Contractor: (2) [_____]

Attention: [_____]
Facsimile: [_____]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 CALIFORNIA LABOR CODE AND PREVAILING WAGE

14.1 Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State and local laws related to labor.

14.2 Contractor, its subcontractors, agents, and employees shall pay the prevailing wages established by the State Department of Industrial Relations to those employees who perform work, which is subject to the prevailing wage requirement of the California Labor Code.

14.3 Contractor, its subcontractors, agents, and employees are directed to comply with the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for

covered crafts, and neither Contractor nor any subcontractor hereunder shall require or permit any covered worker to perform any of the Work described herein for more than eight (8) hours during any one calendar day or more than forty (40) hours during any one calendar week without paying overtime except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

15.0 NO GUARANTY OF WORK

This Agreement is intended to provide County with sewing shop equipment repair and maintenance services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services or any services at all during the term of this Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

16.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 11.0 (Liquidated Damages), 12.0 (Notices), 13.0 (Arm's Length Negotiations), 14.0 (California Labor Code and Prevailing Wages), 16.0 (Survival) and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Continue on next page]

AGREEMENT
SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES
BETWEEN COUNTY OF LOS ANGELES

AND

[_____]

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of the Los Angeles County Sheriff's Department, and approved by County Counsel, and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, effective as of _____.

COUNTY OF LOS ANGELES

By _____
LEROY D. BACA
SHERIFF

By _____
Contractor

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality, Exhibit C1, Contractor's Employee Acknowledgement and Confidentiality Contract, for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

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

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

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

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

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

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

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to

impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.1, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit C1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to who Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation for Statement of Qualifications, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3. The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2

shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the 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.

7.2 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 County Auditor-Controller's employee fraud hotline at (800) 544-6861.

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

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. 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.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed work and work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Sheriff's Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit E, Price Sheets, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at

shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 Contractor for the purpose of securing business.

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

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

i. Specifically identify the Agreement;

ii. Clearly evidence all coverage required in the Agreement;

iii. Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

iv. Include a copy of the blanked additional insured endorsement to the commercial general liability policy, as evidence of County's additional insured status.

v. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

i. General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.

ii. Comprehensive Auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

iii. Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000) for each employee.

iv. Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Real Property and All Other Personal Property – Special form ("all-risk") coverage for the full replacement value of County-owned or leased property.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

i. Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence, or as soon as reasonably possible.

ii. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

iii. Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

iv. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, after advance written notice to Contractor, County may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual

or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

In the event that the Board 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 contracts, the County reserves the right to reduce its payment obligation 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 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 sentences, the Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.

17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the

performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

17.3 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

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

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

17.6 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 Hearing Board.

17.7 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.

17.8 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.

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.

17.9 These terms shall also apply to subcontractors of County contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall

have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 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, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its 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 the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in

accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 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 the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph

5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If 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 County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION FOR STATEMENT OF QUALIFICATIONS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to request statement of qualifications, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to request statement of qualifications, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the statement of qualifications, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future request for statement of qualifications, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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

The CSSD will maintain and periodically update the "L.A.'s Most Wanted Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of 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.

33.2 Written Employee Jury Service Policy.

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

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service

Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the County.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable

telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the 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 40.0, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

40.2 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.

40.3 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 the 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.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. 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. Contractor shall function as, and in all respects is, an independent Contractor.

41.2 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 Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Agreement.

41.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement, Exhibit C1, for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS, AUDITS AND PUBLIC RECORDS ACT

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable

detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, and certificate, in duplicate, to Irma Cobos, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

The Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of inspections conducted by the Contractor. These records must include but are not limited to, time a problem was first identified, clear description of the problem, and corrective action taken and time elapsed between identification and completed corrective action. County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Performance Requirement Summary (PSR).

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

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give 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. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract

Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

50.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

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

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one (1) 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.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Exhibit A (Additional Terms and Conditions); as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary," and which meet the definition of "Trade Secret" in California Evidence Code Section 1061. 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.

52.2 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.

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change orders or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * *

EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK

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EXHIBIT B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Statement of Work (SOW) defines the specific tasks and responsibilities of Contractor in providing repair and maintenance services to the Los Angeles County Sheriff's Department (Department) for its sewing shop equipment. These services shall be provided on a part time, intermittent basis.

Contractor shall provide as-needed repairs, general maintenance, preventative maintenance and inspection services, including labor, parts and materials for all equipment in Exhibit F, Sewing Shop Equipment. Contractor shall use original equipment manufacturer (OEM) parts and materials or alternates that meet or exceed OEM standards for all equipment in Exhibit F, Sewing Shop Equipment. Contractor shall bear financial liability and the expense of repairing or replacing damaged Sewing Shop Equipment for any damages that result from using parts that do not meet OEM standards.

2.0 FACILITY AND WORK LOCATION

The equipment is located at the North County Correctional Facility (NCCF) Vocational Sewing Shop, 29340 The Old Road, Castaic, California 91384-2905.

3.0 QUALITY CONTROL – SEWING MACHINES

Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Agreement that meets or exceeds all requirements, including policies and procedures for all staff. The Plan shall be submitted to the County Project Manager or designee for review ten (10) business days after the effective date of the Agreement. In the event that requirements and/or policies and procedures change during the term of the Agreement, Contractor shall update the Plan, and submit such updated plan to the County Project Manager or designee within ten (10) business days of notification.

The Plan shall include, but is not limited to the following:

1) Method and frequency of monitoring to ensure that all of the Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

2) Specific activities to be monitored either on a scheduled or unscheduled basis;

3) Samples of forms to be used in monitoring;

4) Job title and level of personnel performing monitoring functions;

5) Methods for ensuring that services will continue in the event of a strike of Contractor's employees.

4.0 DAYS AND HOURS OF OPERATION

The sewing shop is in operation Monday through Friday from 6:30 a.m. through 3:00 p.m., excluding County holidays. Exceptions apply to emergency repair services as stated in Section 5.0 of this SOW.

5.0 EMERGENCY REPAIR SERVICES

Contractor shall provide emergency repair services twenty-four (24) hours a day, seven (7) days a week, including holidays. An emergency service is required when the problem with the equipment could cause it to break down and potentially cause disruption to the production system if the repair is not made immediately. Emergency repairs could either be the result of the County Project Manager or designee issuing an emergency work order, or problems discovered by Contractor while performing monthly or annual inspection and maintenance services. Response time for emergency repair work shall be within twenty-four (24) hours from the time stated on the work order received from the County Project Manager or designee.

6.0 SPECIFIC WORK REQUIREMENTS – SEWING MACHINES

6.1 WEEKLY REPAIR SERVICES

Contractor shall provide routine repair services (non-emergency) on a weekly basis, one (1) day per week, four (4) days per month, during the hours of 6:30 a.m. through 3:00 p.m. for all sewing machines listed in Exhibit F, Sewing Shop Equipment. Non-emergency routine repair service occurs when the equipment's problem is such that the equipment can continue to function without immediate repair. Non-emergency repair can also occur when the equipment cannot be used due to its malfunction, but is not immediately needed to continue production. Within ten (10) business days after the effective date of the Agreement, and each optional year, Contractor shall submit to the County Project Manager or designee a schedule, specifying the date and time for the weekly repair services. All changes to the schedule must be in writing and must be approved by the

County Project Manager or designee. Routine weekly repair services shall include, but not be limited to the following:

6.1.1 Contractor shall use original equipment manufacturer (OEM) parts and materials or alternates that meet or exceed OEM standards. Contractor shall bear financial liability for any damages and expenses of repairing or replacing damaged County equipment or property that result from using parts that do not meet OEM standards.

6.1.2 Contractor shall inspect and repair sewing machines and adjust settings for optimum performance.

6.1.3 Contractor shall inspect and repair operation of controls.

6.1.4 Contractor shall inspect oil levels and repair timing and hook.

6.1.5 Contractor shall inspect and repair operation of motors and electrical wiring.

6.1.6 Contractor shall conduct all manufacturer required and recommended routine maintenance.

6.1.7 Contractor shall provide all parts, except the parts provided on site by the Department. Parts provided by the Department are listed in Attachment 1, and shall be used, as needed, at no cost to County. The cost for parts provided by Contractor must be approved in writing by the County Project Manager prior to purchase.

6.1.8 Contractor shall provide and change the oil according to the manufacturer's requirements and recommendations.

6.1.9 Disposal of the oil shall be the County Project Manager's responsibility. Disposal of parts shall be the responsibility of Contractor.

6.1.10 Contractor shall log and report repair and/or parts that are replaced on the Work Order.

6.1.11 Contractor shall clean surrounding area upon completion of work.

6.1.12 Contractor shall maintain an inventory of parts for sewing machines listed in Exhibit F, Sewing Shop Equipment List, or have access to parts within three (3) business days of the work order request.

6.2 MONTHLY INSPECTION AND PREVENTATIVE MAINTENANCE SERVICES FOR SEWING MACHINES

Contractor shall provide twelve (12) monthly inspections and preventative maintenance for all sewing machines listed in Exhibit F, Sewing Shop Equipment. Contractor shall inspect and provide preventative maintenance for approximately fifteen (15) sewing machines each month. Contractor's Project Manager shall coordinate schedules for such services with the County's Project Manager or designee on an annual basis. Contractor shall submit an annual schedule to the County Project Manager or designee, specifying the date and time for the inspection and preventative maintenance services. The date for submitting the annual schedule shall be provided to Contractor by the County Project Manager. All changes to the schedule shall be in writing and must be approved by the County Project Manager or designee. Monthly inspections and preventative maintenance services shall include, but not be limited to the following:

6.2.1 Inspect physical and mechanical condition of the sewing machines.

6.2.2 Perform routine testing prior to cleaning the sewing machines.

6.2.3 Clean and lubricate the sewing machines.

6.2.4 Replace worn, defective or broken parts with new parts or alternates that meet or exceed OEM standards. Contractor shall use parts provided by the Department at no cost to the Department. The cost for parts provided by Contractor must be approved in writing by the County Project Manager or designee prior to purchase.

6.2.5 Clean surrounding area upon completion of work.

7.0 SPECIFIC WORK REQUIREMENTS – FABRIC EQUIPMENT

7.1 Contractor shall provide as needed non-emergency repair services Monday through Friday, 6:30 a.m. until 3:00 p.m., excluding County holidays for fabric cutters, fabric drills, fabric rollers, fabric sealers and grinders (fabric equipment) listed in Exhibit F, Sewing Shop Equipment. Contractor shall respond telephonically to the County Project Manager or designee within four (4) hours of a work order request for non-emergency repair services and shall have a repair technician onsite to perform the repair services no later than the next business day.

7.2 Contractor shall use original equipment manufacturer (OEM) parts and materials or alternates that meet or exceed OEM standards. Contractor

shall bear financial liability for any damages and expense of repairing or replacing damaged County equipment or property that result from using parts that do not meet OEM standards.

7.3 Contractor shall repair broken fabric cutters, fabric drills, fabric rollers, fabric sealers and grinders (fabric equipment) listed in Exhibit F, Sewing Shop Equipment.

7.4 Contractor shall repair operation of motors and electrical wiring.

7.5 Contractor shall provide all parts, except the parts provided on site by the Department. Parts provided by the Department are listed in Attachment 1, and shall be used, as needed, at no cost to County. The cost for parts provided by Contractor must be approved in writing by the County Project Manager or designee prior to purchase.

7.6 Contractor shall maintain an inventory of parts for fabric equipment listed in Exhibit F, Sewing Shop Equipment List, or have access to parts within three (3) business days of the work order request.

7.7 Contractor shall provide and change the oil according to the manufacturer requirements and recommendations.

7.8 Disposal of the oil shall be the County Project Manager's responsibility. Disposal of parts shall be the responsibility of Contractor.

7.9 Contractor shall log and report repairs and/or parts that are replaced on the Work Order.

7.10 Contractor shall clean surrounding area upon completion of work.

8.0 WORK ORDERS

Work Orders shall conform to Exhibit G, Work Order. Contractor shall not perform any work, nor be entitled to payment for work, under this Agreement without a valid Work Order issued by the County Project Manager. The County's Project Manager shall issue work orders for all work via telephone, fax, and/or email as follows:

8.1 Weekly for scheduled weekly routine repair and maintenance services for the sewing machines.

8.2 Monthly for inspection and preventative maintenance services for the sewing machines.

8.3 As-needed for repair and maintenance for fabric equipment.

8.4 As-needed for all emergency repair services.

9.0 CONTRACT DISCREPANCY REPORT (EXHIBIT H)

Verbal notification of a contract discrepancy will be made to Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County Project Manager and Contractor.

The County Project Manager or designee will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of such report, Contractor is required to respond in writing to the County Project Manager or designee within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the County Project Manager or designee within ten (10) business days of receipt of the Discrepancy Report.

10.0 CONTRACTOR'S PERSONNEL

10.1 Project Manager

Contractor shall provide a full-time project manager or designee who will act as Contractor's liaison to the Department and who will be responsible for the day-to-day management of the Agreement. Specifically, the Project Manager will be responsible for the following:

10.1.1 Full authority to act for Contractor on all matters relating to the operation of the Agreement.

10.1.2 Available by telephone twenty-four (24) hours a day, seven (7) days a week, including holidays. Contractor must provide the County's Project Manager with an e-mail address, fax and telephone number that is accessible twenty-four (24) hours a day. Voicemail messages shall be returned within twenty-four (24) hours of the time the voicemail message is left for Contractor.

10.1.3 Ability to read, write, speak and understand English.

10.1.4 Ensure that technicians are trained to provide emergency repair, routine repair and preventative maintenance services on all equipment listed in Exhibit F, Sewing Shop Equipment, List, within the response time specified.

10.2 Contractor's Staff (Technicians)

Contractor's staff providing services under this Agreement must have the following qualifications:

10.2.1 Must comply with all applicable Federal, State and local laws, rules, regulations, and maintain all required licenses and permits. Contractor shall make such licenses and permits available to the County Project Manager or designee prior to beginning work under the Agreement, and as they are renewed and for any new employees assigned to provide services hereunder.

10.2.2 Must be able to understand and speak English.

10.2.3 Must adhere to all County, security and facility rules and regulations.

10.2.4 Must wear identification badges that include Company name, employee's name, date of birth, and photograph.

11.0 ORIENTATION

The County Project Manager or designee will provide Contractor's employees, assigned to this Agreement, an orientation session prior to Contractor providing services. The purpose of such orientation is to familiarize Contractor's employees with County and Departmental policies and procedures on security, facility rules and regulations, and interactions with Sheriff's personnel. The County Project Manager or designee will notify Contractor of the date, time and location of the orientation.

12.0 PERFORMANCE EVALUATION MEETINGS

County Project Manager or designee and Contractor shall meet on a quarterly basis, and more frequently if deemed necessary, to discuss the status of the Agreement, new or on-going problems and other issues.

In the event that the County Project Manager issues a Contract Discrepancy Report, a meeting shall be scheduled at the discretion of the County Project Manager or designee.

13.0 PERFORMANCE REQUIREMENT SUMMARY (EXHIBIT I)

All listing of services used in the Performance Requirements Summary (PRS), Exhibit I, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between the services as stated in the

Agreement, the SOW, and the PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Agreement, County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by a computed amount based on the dollar amount in the PRS.

- Reduce, suspend, or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Paragraph 13.0 does not preclude County's right to terminate the Agreement upon thirty (30) business days of written notice with or without cause, as provided for in Exhibit A, Additional Terms and Conditions, Paragraph 6.0, Termination for Convenience.

NORTH COUNTY VOCATIONAL INDUSTRIES
Sewing Shop Parts Inventory **Attachment 1**
JULY 2008

PART NUMBER	LOCATION	ITEM DESCRIPTION	COST/ UNIT	END INV	Value
32V	BELT RM	32' V-BELT (BANDO)	$1.75	0	$0.00
34V	BELT RM	34' V-BELT (BANDO)	$1.75	7	$12.25
36V	BELT RM	36' V-BELT (BANDO)	$1.75	10	$17.50
37V	BELT RM	37' V-BELT (BANDO)	$1.75	20	$35.00
40V	BELT RM	40' V-BELT (BANDO)	$1.75	2	$3.50
41V	BELT RM	41" V-BELT (BANDO)	$1.75	9	$15.75
42V	BELT RM	42' V-BELT (BANDO)	$1.75	0	$0.00
43V	BELT RM	43' V-BELT (BANDO)	$1.75	10	$17.50
44V	BELT RM	44' V-BELT(BANDO)	$1.75	5	$8.75
46V	BELT RM	46' V-BELT (BANDO)	$1.75	4	$7.00
47V	BELT RM	47' V-BELT (BANDO)	$1.75	3	$5.25
48V	BELT RM	48' V-BELT (BANDO)	$1.75	6	$10.50
49V	BELT RM	49' V-BELT (BANDO)	$1.75	10	$17.50
50V	BELT RM	50' V-BELT (BANDO)	$1.75	3	$5.25
51V	BELT RM	51' V-BELT (BANDO)	$1.75	0	$0.00
52V	BELT RM	52' V-BELT (BANDO)	$1.75	6	$10.50
53V	BELT RM	53' V-BELT (BANDO)	$1.75	15	$26.25
56V	BELT RM	56' V-BELT (BANDO)	$1.75	0	$0.00
57V	BELT RM	57' V-BELT (BANDO)	$1.75	0	$0.00
OIL	BELT RM	SEWING MACHINE OIL GALLON	$5.50	0	$0.00
062710-7-12	BIN 01	SCREW 4.76-32X7 BROTHER	$0.39	0	$0.00
062761-4-12	BIN 01	SCREW (4.76X14) BROTHER	$0.39	0	$0.00
071095250	BIN 01	STEEL BALL FOR BROTHER	$0.33	0	$0.00
072630200	BIN 01	BEARING/BRO	$11.97	0	$0.00
10398001	BIN 01	TENSION STUD/BRO	$1.50	0	$0.00
100032-0-04	BIN 02	SCREW 4.37 BROTHER	$0.39	6	$2.34
105304-0-01	BIN 02	LOOPER THREAD GUIDE/BRO	$3.00	10	$30.00
111140-0-02	BIN 02	SCREW 2.38 BROTHER	$1.04	4	$4.16
112751003	BIN 02	SCREW/BRO	$3.57	5	$17.85
113316-0-01	BIN 02	INSIDE TH TAKE-UP GUIDE B	$1.04	5	$5.20
115012002	BIN 03	SCREW/BRO	$1.80	0	$0.00
145519-0-01	BIN 03	TAKE-UP SPRING REGULAR B4	$0.93	0	$0.00
150554002	BIN 03	HEX NUT/BRO	$6.35	0	$0.00
151888101	BIN 03	BALL PRESSER PLATE/BRO	$25.44	0	$0.00
15268-1-01	BIN 03	SHUTTLE DRIVER BAS 310,B4	$32.01	0	$0.00
152686-0-01	BIN 04	SHUTTLE RACE RING HEAVY B	$38.07	0	$0.00
152687-0-01	BIN 04	SHUTTLE HOOK (B) HVY. WORK B	$20.00	0	$0.00
152700000	BIN 04	BRASS RING/BRO	$5.08	0	$0.00
152701001	BIN 04	SPRING/BRO	$2.51	0	$0.00
152703-1-0	BIN 04	CLUTCH SPACER WASHER B484	$0.68	0	$0.00
152705-0-01	BIN 05	NUT FOR BROTHER	$2.16	0	$0.00
152847-0-00	BIN 05	BELT COVER PACKING (RUBBER)	$1.04	0	$0.00
152848001	BIN 05	BELT COVER SPRING/BRO	$3.50	0	$0.00
152870-0-1	BIN 05	OUTSIDE TH TAKE-UP GUIDE	$1.33	0	$0.00
152901-0-01	BIN 05	MOVABLE KNIFE-B430	$16.55	0	$0.00
152905-0-01	BIN 06	FIXED KNIFE FOR B430,1,3	$7.16	10	$71.60
152935-0-01	BIN 06	B/W LATCH (PRESSER) F/B430S	$5.30	0	$0.00
152981-0-01	BIN 06	KNIFE ARM FOR B430,1,3,4	$25.43	0	$0.00
152989001	BIN 06	BELT COVER SPRING PLATE/BR	$2.15	0	$0.00
152986001	BIN 06	BELT COVER STOPPER/BRO	$1.00	0	$0.00
153055	BIN 07	SCREW FOR BROTHER	$1.16	0	$0.00
153100-0-01	BIN 07	EYE GUARD ASSM. B430, 484, B	$12.17	0	$0.00
153219-0-01	BIN 07	MOVABLE KNIFE COLLAR 1/16	$1.51	0	$0.00
153220-0-01	BIN 07	COLLAR 3/32' THICK B430,1	$1.57	0	$0.00
156150-0-01	BIN 07	NDL. PLATE INSERT B 2.2 BA	$16.86	0	$0.00
156206-0-01	BIN 08	THREAD WIPER "A" FOR B484	$3.31	0	$0.00
159613-0-01	BIN 08	BOBBIN ALUMINUM BROTHER B	$2.45	0	$0.00
B-2101-280-0A0	BIN 09	NEEDLE THREAD WIPER LK280	$6.20	12	$74.40

B-2302-280-0A0	BIN 09	LOW NDL TH TEN ASM 280/98	$13.80	0	$0.00
B-2303-280-000	BIN 09	TENSION RELEASE PIN LK280	$1.60	4	$6.40
B-2421-280-0A0	BIN 09	MOVING KNIFE LK280/980	$27.50	6	$165.00
B-2424-280-000	BIN 09	COUNTER KNIFE LK280/980	$4.60	6	$27.60
B-1229-232-000	BIN 10	SNAP RING FOR JUKI	$0.33	0	$0.00
B-1623-555-000	BIN 10	STITCH DIAL PLASTIC-JUKI 555	$6.20	3	$18.60
B-2426-280-000	BIN 10	NEEDLE HOLE INSERT LK280	$25.95	3	$77.85
B-2608-280-000	BIN 10	ST LK ROD RUBBER BUMP 280	$0.76	6	$4.56
B-3107-804-000	BIN 10	TENS RELEASE DISC SLEEVE	$1.55	3	$4.65
B-3132-552-000	BIN 10	NDL TH. TEN REL. DISC FOR J	$1.40	5	$7.00
B-1124-280-000	BIN 11	FRAME THREAD GUIDE B LK280/980	$3.77	2	$7.54
SD-0720193-SP	BIN 11	SCREW D7.24H1.9 FOR JUKI	$0.50	3	$1.50
SS-1060210-TP	BIN 11	SCREW 3/32-56 L2/2 JUKI	$0.95	10	$9.50
SS-4110715-SP	BIN 11	SCREW JUKI 11/64-40L7	$0.50	2	$1.00
SS-7090410-SP	BIN 11	SCREW 9/64-40 L3.5 JUKI	$0.80	9	$7.20
135-03750	BIN 12	H/S CLUTCH PLT ASSM.LK1850	$15.95	0	$0.00
135-25001	BIN 12	LEVER LINK TENSION SPRING	$1.00	0	$0.00
135-01507	BIN 12	RUBBER WASHER	$1.60	10	$16.00
135-26603	BIN 12	BOBBIN WINDER TRIP LATCH	$10.35	2	$20.70
135-33104	BIN 12	FINGER GUARD-JUKI LK1850	$4.00	1	$4.00
135-014302	BIN 12	JUKI ROLLER	$2.69	9	$24.21
B-2414-280-0A0	BIN 12	MOVING KNIFE DRV 6,LARGE	$9.50	5	$47.50
B-2415-280-0A0	BIN 12	MOVING KNIFE DRV 6,SMALL	$15.00	0	$0.00
B-2416-280-000	BIN 12	COLLAR DRIVING -JUKI	$4.50	0	$0.00
SS-6110430-TP	BIN 12	SCREW JUKI 11/64-40 L4	$1.40	0	$0.00
SS-7110740-TP	BIN 12	SCREW FOR NIPPER LINK/HOOK 11/64-40	$0.80	0	$0.00
WP-0480856-SP	BIN 12	WASHER 4.8X8.4X.08 JU	$0.43	0	$0.00
135-17701	BIN 13	JUKI FEED PLATE	$14.50	0	$0.00
B-1405-280-000	BIN 13	N. BAR TH. GUIDE LK280/980	$5.60	0	$0.00
B-1818-280-000	BIN 13	SHUTTLE HOOK/JUKI	$14.50	6	$87.00
B-1828-980-0A0	BIN 13	BOBBIN CASE FOR BRO	$7.00	9	$63.00
B-2102-280-000	BIN 13	WIPER INSTALL PLATE	$4.60	2	$9.20
SS-3151012-TR	BIN 13	SCREW	$0.90	6	$5.40
062630412	BIN 14	TAKE-UP GUIDE SCREW	$0.41	0	$0.00
062630-6-12	BIN 14	SCREW 2.38 X 6 BROTHER	$0.52	0	$0.00
062660-6-12	BIN 14	SCREW 3.18 X 6 FOR BROTHER .9	$0.39	0	$0.00
062670-4-12	BIN 14	SCREW 3.97-40 X 4 BROTHER	$0.13	0	$0.00
062670-5-12	BIN 14	SCREW (3.57 X 5) BROTHER	$0.13	0	$0.00
062670-6-12	BIN 15	SCREW (3.57X6) BROTHER	$0.13	0	$0.00
062671-0-12	BIN 15	SCREW 357-40X10 BROTHER	$0.13	0	$0.00
062671-4-12	BIN 15	SCREW 3.57-40X14 BROTHER	$0.26	0	$0.00
062680-8-12	BIN 15	SCREW 4.37-40X6 FOR BROTHER	$0.23	0	$0.00
062712012	BIN 15	SCREW	$1.35	0	$0.00
101558001	BIN 16	LOOPER	$43.75	3	$131.25
100251-0-01	BIN 16	SCREW 6.35 FOR BROTHER	$0.39	11	$4.29
100260001	BIN 16	SET SCREW	$1.10	21	$23.10
101559001	BIN 16	LOOPER LONG	$25.00	5	$125.00
103408-0-02	BIN 16	SCREW 4.37 BROTHER	$0.62	0	$0.00
105081001	BIN 16	NEEDLE BAR	$64.83	2	$129.66
105083001	BIN 17	FELT RINGS	$0.62	3	$1.86
105086-0-01	BIN 17	SCREW 4.37 BROTHER	$0.20	13	$2.60
105130-0-01	BIN 17	SCREW 3.57 BROTHER	$0.61	23	$14.03
105146-0-01	BIN 17	SCREW FOR BROTHER 6.35	$0.74	11	$8.14
105154001	BIN 17	SCREW	$0.14	6	$0.84
105171001	BIN 18	PACKING	$2.02	6	$12.12
105214001	BIN 18	OIL GUAGE ROD	$4.50	1	$4.50
105216001	BIN 18	SCREW	$1.00	7	$7.00
105218001	BIN 18	PACKING GASKET	$3.50	4	$14.00
105239001	BIN 18	GUIDE	$1.06	2	$2.12
105242001	BIN 19	THREAD GUIDE	$2.36	3	$7.08
105243001	BIN 19	THREAD GUIDE	$1.65	3	$4.95
105244000	BIN 19	SPRING	$0.41	17	$6.97
105245001	BIN 19	STUD SCREW	$2.39	7	$16.73
105256001	BIN 19	PLATE SPRING	$0.99	5	$4.95
105257-1-09	BIN 20	LEFT HINGE	$10.86	2	$21.72

105260-1-09	BIN 20	RT HINGE	$10.86	3	$32.58
105288-0-01	BIN 20	SCREW 2.38 FOR BROTHER	$1.15	7	$8.05
105303001	BIN 20	SCREW	$1.28	2	$2.56
20301C	BIN 20	NEEDLE LOOPER GUARD SCREW	$0.45	16	$7.20
105306001	BIN 21	THREAD TRIMMER PLATE	$1.33	10	$13.30
105307001	BIN 21	KNIFE	$2.00	13	$26.00
105310001	BIN 21	LOOPER COVER ASS-RT	$48.58	6	$291.48
105313001	BIN 21	SPRING PLATE	$0.89	5	$4.45
105315001	BIN 21	LOOPER COVER ASS-LT	$31.29	5	$156.45
105319000	BIN 22	SPRING	$1.06	14	$14.84
105320000	BIN 22	TAPER PIN CAMSHAFT	$0.62	14	$8.68
105321001	BIN 22	SIDE COVER STOPPER	$1.49	6	$8.94
105341-0-01	BIN 22	MACH. MOUNTING CUSHION BRO	$3.96	4	$15.84
105363001	BIN 22	WICK	$1.75	7	$12.25
106160001	BIN 23	PRESSER FOOT 1/4 IN	$105.60	2	$211.20
S570H1/4	BIN23	PRESSER FOOT 1/4 DOUBLE NEEDLE	$15.00	3	$45.00
111024001	BIN 23	NEEDLE BAR BUSHING-LOWER	$11.93	2	$23.86
111071101	BIN 23	PACKING	$2.45	4	$9.80
111084001	BIN 23	SCREW	$3.57	8	$28.56
11188001	BIN 23	WASHER	$3.15	10	$31.50
105337-0-01	BIN 24	CUSHION FOR BRO. B920 SERI	$7.20	4	$28.80
122771-0-02	BIN 25	SCREW 2.38 FOR BROTHER	$0.39	5	$1.95
145821001	BIN 25	LOOPER ASS	$112.28	6	$673.68
147980-0-01	BIN 25	LAP SEAM FOLDER SLIDE 5/1	$4.34	12	$52.08
S11508-0-01	BIN 25	NEEDLE PLATE	$127.50	3	$382.50
S11509001	BIN 25	FEED DOG	$134.95	8	$1,079.60
182304001	BIN 26	TAKE-UP ASS	$81.45	3	$244.35
105255006	BIN 27	LOWER THREAD COVER	$36.72	4	$146.88
1175-2	BIN 28	SCREW FOR PEGASUS	$0.35	27	$9.45
1175-3	BIN 28	SCREW FOR PEGASUS	$0.35	14	$4.90
1189	BIN 28	SCREW FOR PEGASUS	$0.35	7	$2.45
1216	BIN 28	SCREW FOR PEGASUS	$0.30	6	$1.80
1229	BIN 28	SCREW FOR PEGASUS	$0.35	23	$8.05
1333	BIN 29	SCREW FOR W&G	$0.35	13	$4.55
1732	BIN 29	SCREW FOR PEGASUS	$0.33	1	$0.33
2921PEG/WG	BIN 29	SCREW	$0.50	0	$0.00
2922	BIN 29	SCREW FOR PEGASUS	$0.35	2	$0.70
2951	BIN 29	SCREW	$0.35	0	$0.00
3056	BIN 30	NUT	$0.60	6	$3.60
4009	BIN 30	SCREW,STP MOT LEVER S	$1.35	10	$13.50
4554	BIN 30	SCREW FOR PEGASUS	$0.27	4	$1.08
5030	BIN 30	SCREW FOR PEGASUS	$0.45	24	$10.80
5077	BIN 30	SCREW FOR PEGASUS	$0.35	26	$9.10
5080	BIN 31	PULLEY SCREW	$0.85	9	$7.65
5081	BIN 31	PULLEY SCREW	$0.37	4	$1.48
5082A	BIN 31	THREAD TENSION POST PEGAS	$1.90	6	$11.40
5088	BIN 31	SCREW FOR PEGASUS	$0.44	10	$4.40
5107	BIN 31	SCREW FOR W&G	$0.35	8	$2.80
5113	BIN 32	SCREW FOR PEGASUS	$0.35	8	$2.80
5117	BIN 32	SCREW FOR PEGASUS	$0.35	7	$2.45
5167	BIN 32	SCREW FOR PEGASUS	$0.22	15	$3.30
5227	BIN 32	SCREW FOR PEGASUS	$0.35	8	$2.80
5292	BIN 32	SCREW FOR PEGASUS	$0.34	15	$5.10
5260	BIN 33	NUT	$2.25	4	$9.00
5359	BIN 33	SCREW FOR PEGASUS	$0.35	14	$4.90
5328	BIN 33	SCREW FOR PEGASUS	$0.31	5	$1.55
5315PEG	BIN 33	NDL.PLATE TONGUE HOLDING	$0.22	3	$0.66
5321A	BIN 33	SCREW	$1.25	3	$3.75
014760-6-22	BIN 34	SCREW 5.75X6 FOR BROTHER	$0.71	9	$6.39
048240242	BIN 34	CLIP	$0.99	4	$3.96
060670-8-12	BIN 34	SCREW 3.37X8 BROTHER	$0.39	6	$2.34
117936001	BIN 34	OIL CAP	$0.97	8	$7.76
5409	BIN 34	NUT FOR FOOT	$0.60	6	$3.60
0970-2	BIN 35	SCREW FOR PEGASUS	$0.56	0	$0.00
167066	BIN 35	KNIFE WASHER FOR W&G	$0.49	5	$2.45

204783	BIN 35	BRACKET	$6.50	5	$32.50
20493	BIN 35	LOWER LOOPER HOLDER	$2.25	2	$4.50
7031	BIN 35	NEEDLE GUARD CLAMP SCREW	$0.41	40	$16.40
210749	BIN 36	NEEDLE THREAD RETAINER PE	$1.60	7	$11.20
201037	BIN 36	TENSION REG. SPRING HEAVY	$0.39	76	$29.64
201048A	BIN 36	401 NDL. THREAD EYELET PEG	$1.85	4	$7.40
201308P	BIN 36	CHAIN CUTTER KNIFE	$3.20	12	$38.40
201338	BIN 36	FILTER	$12.00	0	$0.00
201121A	BIN 37	UPPER KNIFE W/CARBIDE TIP	$7.60	11	$83.60
202451	BIN 37	CHAIN CUTTER FOR "E" SERI	$2.70	0	$0.00
202495	BIN 37	NDL. THRD. RETAIN. GUIDE SPA	$1.05	7	$7.35
202691	BIN 37	MOUNT.ISOLATOR W/PIN WG50	$1.60	10	$16.00
204161	BIN 37	BOTTOM KNIFE PEGASUS-4&W6	$1.20	0	$0.00
204095A	BIN 38	LOOPER THREAD T/U	$10.80	6	$64.80
204096	BIN 38	LOOPER THREAD T-UP GUIDE	$2.00	24	$48.00
204097A	BIN 38	ROTARY TAKE-UP PLATE	$4.50	4	$18.00
204154	BIN 38	UPPER KNIFE SPACER	$2.92	18	$52.56
204162	BIN 38	SCREW FOR PEGASUS	$2.50	0	$0.00
204431	BIN 39	LOOPER CHAINST-W&G 500	$23.00	34	$782.00
204072	BIN 39	LOWER LOOPER LEFT PEGASUS	$24.20	15	$363.00
204324	BIN 39	LOOPER THREAD T-UP EYELET	$0.53	10	$5.30
204360A	BIN 39	NEEDLE PLATE 3/16X3/16 (5X)	$50.00	11	$550.00
204702	BIN 39	UPPER LOOPER 500-4 & IV	$17.40	18	$313.20
204707	BIN 39	NEEDLE THREAD GUIDE 515-4	$1.50	0	$0.00
204706	BIN 40	NEEDLE BAR RETAINER BRACK	$10.40	18	$187.20
204870	BIN 40	SHIRR ADJUSTING NUT	$3.47	8	$27.76
206457	BIN 40	SIGHT GLASS	$2.25	10	$22.50
206682	BIN 40	WASHER CAP	$0.45	7	$3.15
208215	BIN 40	DIFF. FEEDER PEGASUS 515-4	$29.20	5	$146.00
208401	BIN 41	LOOPER COVER	$15.00	1	$15.00
208448	BIN 42	TENSION NUT SPRING BUSHIN	$0.30	4	$1.20
208450	BIN 42	THREAD SPRING CUP PEGASUS	$0.40	8	$3.20
208481	BIN 42	GASKET	$3.00	2	$6.00
208502	BIN 42	FOOT COMP.3/16X3/16 515-4	$64.80	3	$194.40
208529	BIN 42	TRACTOR FOOT TENSION SPRI	$0.93	20	$18.60
208526PEG	BIN 43	PRESSER FOOT ARM 515-4 SE	$34.50	3	$103.50
208903	BIN 44	NEEDLE BAR ONLY FOR 503&5	$13.40	2	$26.80
208402	BIN 44	UPPER KNIFE CLAMP	$29.50	8	$236.00
208528	BIN 44	AUX FOOT SCREW	$1.15	10	$11.50
208531	BIN 44	FOOT FABRIC GUARD 500 SER	$1.95	4	$7.80
208579	BIN 44	TRACTOR FOOT SPRING	$0.93	0	$0.00
208549	BIN 44	PIN W&G	$1.50	9	$13.50
210353	BIN 45	LOWER LOOPER THREAD GUIDE	$1.20	10	$12.00
208910	BIN 45	NDL. CLAMP 3/16X3/16 WG 51	$20.20	4	$80.80
208913	BIN 45	SPRING FOR TRACTOR FOOT E	$0.85	13	$11.05
209068	BIN 45	NDL. TH. RETAINER SPRING 50	$0.28	10	$2.80
257550	BIN 45	LOOPER FOR W561 MACHINE	$41.00	6	$246.00
210506	BIN 46	CHAIN FINGER 5MM FABRIC 5	$5.40	10	$54.00
2091763	BIN 46	WASHER	$0.00	9	$0.00
257551B	BIN 46	NEEDLE GUARD	$23.10	4	$92.40
201068	BIN 47	TENSION REG. SPRING LIGHT	$0.45	15	$6.75
202706A	BIN 47	NEEDLE THREAD TAKE-UP 516	$3.10	9	$27.90
202868	BIN 47	WASHER	$0.50	4	$2.00
204022	BIN 47	GASKET	$1.00	6	$6.00
204848A	BIN 48	GUARD	$8.50	4	$34.00
TPH	BIN 49	TABLE TOP PLASTIC HINGE	$1.60	3	$4.80
268139	BIN 50	LINK CAP WASHER-253/262	$1.65	0	$0.00
226206	BIN 50	TEN RELEASING PIN-300W	$0.80	2	$1.60
268055	BIN 50	N/B CONN LINK-300W/302W/3	$55.00	0	$0.00
268219-016	BIN 50	THRD GUIDE (1/4")-300W	$4.70	6	$28.20
S286SS	BIN 50	SCREW STUD FOR S286	$0.78	6	$4.68
228444	BIN 51	MOUNTING ISOLATOR FOR 269	$2.50	15	$37.50
10148	BIN 51	TENSION SPRING-300W	$1.50	0	$0.00
131979	BIN 51	PULLER FEED ROLLER (RUBBER)	$38.00	2	$76.00
141494	BIN 51	SCREW FOR SINGER NDL. GUAR	$1.00	12	$12.00

200344	BIN 51	SCREW FOR SINGER	$0.74	6	$4.44
268307	BIN 52	LOOPER CARRIER CRANK-300W	$16.95	9	$152.55
268603	BIN 52	NEEDLE BAR FOR 300W101 SI	$8.00	4	$32.00
269237-515	BIN 52	FOOT COMP. 3/8X3/8X3/8 300	$50.00	14	$700.00
269065-550	BIN 52	LOOPER HOLDER 3/8X3/8X3/8	$37.50	2	$75.00
269342-504	BIN 52	SPREADER (4NL)(3/8"3/8"-3)	$35.00	2	$70.00
268162	BIN 52	PIN FOR ELASTIC MACHINE	$1.15	5	$5.75
269138-542	BIN 52	ELASTIC MACHINE THREAD GUIDE	$1.85	0	$0.00
S286S	BIN 52	SPRING FOR S286	$0.56	5	$2.80
12418	BIN 53	SCREW FOR SINGER	$0.75	30	$22.50
228715	BIN 53	SMALL OPEN NOZZLE TIP F/2	$1.05	3	$3.15
268333	BIN 53	LOOPER THREAD TENSION GUI	$1.85	3	$5.55
268370	BIN 53	LOOPER COMP-300W	$12.50	5	$62.50
414565	BIN 53	SPROCKET SCREW	$2.00	10	$20.00
200095	BIN 54	CRANKHEAD SCREW	$1.35	0	$0.00
18C6-81	BIN 54	RETAINING RING FOR CRANKSHAFT	$4.50	3	$13.50
23607	BIN 54	ROLLER	$42.50	1	$42.50
267971	BIN 54	NEEDLE THREAD TENSION 300	$10.00	7	$70.00
268515	BIN 54	NDL. THREAD TEN. RELEASE 30	$19.60	3	$58.80
147337-0-01	BIN 55	B/C POSITIONING FINGER B7	$7.95	14	$111.30
190	BIN 55	SCREW FOR SINGER	$0.29	12	$3.48
212	BIN 55	COMP FOOT-1/8R	$7.90	10	$79.00
GS1	BIN 55	GRIP SNIP THREAD CUTTER	$1.85	3	$5.55
S70F-1/2	BIN 55	FOOT FOR S70-1/2"	$18.10	7	$126.70
12361	BIN 56	MACHINE HINGE HOOK ONLY	$0.72	0	$0.00
691	BIN 56	THROAT PLATE SCREW	$0.30	12	$3.60
725	BIN 56	SCREW FOR SINGER	$0.20	20	$4.00
732	BIN 56	THUMB SCREW 7.32" THREAD	$0.75	15	$11.25
SS-9151610-SR	BIN 56	SCREW 15/64-28 L16. JUKI	$0.80	15	$12.00
147150LG	BIN 57	NEEDLE PLATE LINE GA. MED.	$1.00	15	$15.00
4307	BIN 57	SLIDE PLATE SPRG SINGER	$0.57	15	$8.55
52092	BIN 57	NEEDLE THREAD TENSION COM	$5.70	12	$68.40
52237	BIN 57	BOBBIN CASE FOR SINGER	$1.95	78	$152.10
52394	BIN 57	TAKE UP SPRING	$0.39	25	$9.75
215R1/4	BIN 57A	FOOT COMPENSATING	$6.50	3	$19.50
208636	BIN 57A	WASHER FOR SINGER	$0.30	11	$3.30
268277	BIN 57A	LOOPER DRIVING CRANK	$36.50	2	$73.00
269634	BIN 57A	CHAIN	$37.50	1	$37.50
350267	BIN 57A	SCREW FOR SINGER	$2.05	12	$24.60
127108	BIN 58	PRES BAR SPRING HVY-95/96	$1.90	2	$3.80
143179	BIN 58	KNEE CRANK PLUNGER (UMRE)	$2.00	15	$30.00
143342SN	BIN 58	HOOK SYN FAB-241/251/400W	$29.00	2	$58.00
143882-0-01	BIN 58	EURO METAL HINGE F/BRO B	$1.69	9	$15.21
149057	BIN 58	FEEDER FOR SINGER	$1.90	0	$0.00
181634-0-01	BIN 59	NEEDLE THREAD TENSION COM	$8.56	2	$17.12
200086	BIN 59	SCREW FOR SINGER	$0.90	4	$3.60
200362	BIN 59	SCREW FOR SINGER	$1.00	5	$5.00
2110203-271-A	BIN 59	FOOT PRESSURE REG. SCREW	$4.80	4	$19.20
2110602-021-F	BIN 59	NDL. THRD. TAKE-UP COMP.TO	$40.70	3	$122.10
12405	BIN 60	CORNER MACHINE TABLE FELT	$0.11	0	$0.00
2110902-315	BIN 60	FACE PLATE THREAD GUIDE 2	$1.80	6	$10.80
40264SN	BIN 60	BOBBIN (HOLES-2 SIDES)-SI N	$0.12	25	$3.00
40264NS	BIN 60	BOBBIN (HOLES-1 SIDE)-SI N	$0.26	50	$13.00
196-00-115-0	BIN 60	CHECK SPRING FOR S/N(SAME AS 52394)	$1.00	0	$0.00
SS-4080620-TP	BIN 60	SCREW 1/8-44 L6.4 FOR JUKI	$0.56	3	$1.68
146367001	BIN 61	BOLT 5.95 FOR BRO	$1.50	9	$13.50
200125	BIN 61	WALK FOOT NEEDLE SET SCRE	$0.60	0	$0.00
24983	BIN 61	PRESSER FOOT LONGUNEVEN	$1.81	21	$38.01
SS9111010-SP	BIN 61	SCREW 11/64-40 L9.5 FOR J	$0.77	9	$6.93
200861	BIN 62	SCREW FOR SINGER	$0.90	18	$16.20
200056	BIN 62	SCREW FOR SINGER	$0.48	20	$9.60
200583	BIN 62	SCREW FOR SINGER	$0.58	3	$1.74
********	BIN 62	110 VOLT PLUG	$6.50	3	$19.50
5266	BIN 62	125 VOLT PLUG	$8.95	4	$35.80
100400-0-01	BIN 63	TENSION REL PIN-B755 BRO	$0.26	10	$2.60

100573-0-01	BIN 63	NEEDLE BAR WIRE THREAD GU	$0.71	4	$2.84
B-3421-555-000	BIN 63	UMBRELLA PLASTIC NEW STYLE	$1.17	8	$9.36
CON2110903-366	BIN 63A	KNEE LIFTER PLUNGER	$2.95	10	$29.50
200555	BIN 64	SCREW FOR SINGER	$1.25	20	$25.00
20160	BIN 64	NEEDLE PLATE FOR AUTOMATIC S/N	$1.50	18	$27.00
272219	BIN 64	TENSION SPRING (BEE HIVE)	$0.40	12	$4.80
B3425-555-000	BIN 64	LIFTER/JUKI	$7.30	3	$21.90
12432	BIN 65	SLIDE PLATE COMP-SINGER	$1.85	2	$3.70
1301	BIN 65	SHARPENING STONE/MAIMIN/SE	$22.50	0	$0.00
MT1	BIN 65	TEFLON FOOT	$5.00	5	$25.00
B-3506-555-000	BIN 66	RUBBER JOINT	$2.69	7	$18.83
52018	BIN 66	BOBBIN CASE POSITION FINGER	$4.00	3	$12.00
201139	BIN66	COLLAR	$8.65	1	$8.65
225444	BIN 66	LATCH BOBBIN WINDER	$0.77	14	$10.78
TCK1	BIN 66	THREAD CUTTER S/N	$1.10	29	$31.90
S123-1-1/4	BIN A	EDGE CONTROL ADJ. COLLARET	$85.00	0	$0.00
S123-1 1/4	BIN A	CVR STITCH ATTACH (COLLARETTE)	$80.00	0	$0.00
BR1	BIN B	NYLON BRUSH/DUAL PURPOSE	$0.75	0	$0.00
R5-1/4W21	BIN C	5 1/4 ROUND KNIFE MODEL 21	$7.16	0	$0.00
C25-5	BIN C	CLUTCH DISC W/CORK METAL PLATE	$4.50	0	$0.00
CM33	BIN C	CLUTCH DISC W/CORK METAL PLATE	$6.50	0	$0.00
S570-1/8	BOAN	BRA FT W/COMPENSATING GUID	$22.20	0	$0.00
MRK PAPER	BOAN	MARKING PAPER 60" ROLL	$62.50	0	$0.00
23040	CUTTING	PLASTIC FOOT GUIDE/MAIMIN	$12.50	0	$0.00
23340	CUTTING	MAIMIN WHEEL	$12.95	1	$12.95
50018	CUTTING	SCREW FOR SINGER	$0.90	0	$0.00
602C1-9	CUTTING	DRIVER PULLEY W/DRIVE RING	$39.95	1	$39.95
523C1-102	CUTTING	EASTMAN PLUG	$25.00	0	$0.00
12482LG	HEAVYDU	NEEDLE PLATE/LEATHER	$3.50	0	$0.00
24019	HEAVYDU	OUT.FOOT NAR.SMOOTH BTM B797	$30.00	0	$0.00
150454-001	HEAVY DU	H/D BROTHER FOOT	$5.00	0	$0.00
147790-0-01	HEAVYDU	BOBBIN CASE LRG.CAP/BROTHE	$32.50	0	$0.00
202412	HEAVYDU	TOP THREAD GUIDE(2 HOLES)	$2.95	0	$0.00
203470	HEAVYDU	BOBBIN/SINGER 111-CON 226	$0.38	0	$0.00
240517	HEAVYDU	OUTSIDE FOOT TEETH TOE LFT SD.	$8.00	0	$0.00
150433-0-01	HEAVYDU	HEAVY DUTY NEEDLE BAR	$15.00	0	$0.00
240158	HEAVYDU	INSIDE FT. TEETH RIGHT SIDE	$10.00	0	$0.00
001670-8-14	HEAVYDU	FOOT SCREW	$1.00	0	$0.00
240135	HEAVYDU	OUTSD. FT. TEETH RIGHT SIDE	$9.00	0	$0.00
248460	HEAVYDU	SINGER BOBBIN CASE	$33.95	0	$0.00
257033B64	HEAVYDU	NEEDLE PLATE (COVERSTITCH)	$100.00	0	$0.00
	HEAVYDU	CHECK SPRING	$1.25	0	$0.00
562	HEAVYDU	SET SCREW (COVERSTITCH)	$0.50	0	$0.00
117130	HEAVYDU	BROTHER BOBBIN	$0.58	0	$0.00
150487-0-01	HEAVYDU	HOOK LGE CAP EX HEAVY	$98.50	0	$0.00
10655 or 240558	HEAVYDU	HOOK COMPLETE CONSEW	$60.00	0	$0.00
228455	HEAVYDU	K-LIFT RK-LEV. POSITION SPRING	$1.25	0	$0.00
135-28658	NONE	GREASE BOX ASSM.	$28.60	0	$0.00
223884-1/4	NONE	NEEDLE PLATE 1/4 112W140	$11.30	0	$0.00
23643	NONE	CHAIN-SINGER ELASTIC 302U406	$38.00	0	$0.00
S285	NONE	TAP/RIB.RACK UND. TABLE MO	$23.30	0	$0.00
S286	NONE	TABLE ELASTIC TEN.BRKT2-1	$10.00	0	$0.00
10E/10 INCH	PARTSRM	CUTTING BLADES	$0.00	0	$0.00
13E/13 INCH	PARTSRM	CUTTING BLADES	$4.58	0	$0.00
8E/8 INCH TFL	PARTSRM	CUTTING BLADES TEFLON	$4.58	0	$0.00
8EW/8INCH	PARTSRM	CUTTING BLADES SERRATED	$10.41	0	$0.00
8E/8 INCH	PARTSRM	CUTTING BLADES	$2.45	13	$31.85
8M/8 INCH	PARTSRM	CUTTING BLADES	$4.58	0	$0.00
8W/8 INCH	PARTSRM	CUTTING BLADES/WOLF/PER DZ	$48.00	0	$0.00
9E/9 INCH	PARTSRM	CUTTING BLADES	$4.79	0	$0.00
NOZZLES	PARTSRM	AIR NOZZLES	$20.00	0	$0.00
S290	PARTSRM	TAPE REEL	$37.50	0	$0.00
SH111	PARTSRM	IRON SHOE (ONLY AQUA SUSSM)	$11.95	0	$0.00
259462or259431	PARTSRM	BOBBIN WINDER	$12.50	0	$0.00
104N	SEE VAL	THREAD TRIMMERS GOLD SEAL	$6.95	0	$0.00

111R	TOOL RM	SEAM RIPPER-SZ A LARGE	$1.00	0	$0.00
135-15556	TOOL RM	JUKI NEEDLE PLATE	$137.50	0	$0.00
340	SEE VAL	THROTTLE	$12.50	0	$0.00
SCI	SEE VAL	SCREW	$0.55	0	$0.00
436K	SEE VAL	CUSHION	$0.45	0	$0.00
436S	SEE VAL	ROLLER ASSEMBLY	$22.90	0	$0.00
436F		****UNKNOWN****	$10.00	0	$0.00
CO	SEE VAL	CUTTING MACHINE OIL	$6.50	0	$0.00
MISC	SEE VAL	MISC GUIDE FOR CONSEW	$77.50	0	$0.00
PTS2	SEE VAL	THREAD STAND	$12.50	0	$0.00
ROD	SEE VAL	DRILL ROD	$4.00	0	$0.00
SS1110650TP	SEE VAL	SCREW FOR JUKI	$1.00	0	$0.00
TWE6	SEE VAL	BENT TWEEZERS DELUXE 6"	$1.60	0	$0.00
WIDS	SEE VAL	8' HEAVY DUTY WISS	$16.75	0	$0.00
SKS10	SEE VAL	KNIFE SHARPENER	$225.00	0	$0.00
UM-68KH11	SEE VAL	KNIFE HOLDER W&G 500	$32.40	0	$0.00
579C2-17	CUTTING	CROSSHEAD FOR EASTMAN	$49.05	0	$0.00
181C2.2 EASTM	SEE VAL	FLEXI BANDS/ABRASIVE BELTS	$0.08	0	$0.00
1451 MAIMIN	TOOL RM	FLEXI BANDS/ABRASIVE BELTS	$0.08	0	$0.00
GURY EX MEDI	TOOL RM	FLEXIBANDS/ABRASIVE BELTS	$1.25	0	$0.00
HEMMERS	TOOL RM	1/2 INCH CUSTOM MADE HEMMERS	$68.50	0	$0.00
49	TOOL RM	ABRASIVE EMERY CORD	$13.80	0	$0.00
128 GAS	TOOL RM	NEEDLE/FREE ARM SIZE20	$0.28	1100	$308.00
128GAS	TOOL RM	NEEDLE/FREE ARM SIZE18	$0.28	200	$56.00
128GAS	TOOL RM	NEEDLE/FREE ARM SIZE14	$0.27	60	$16.20
135X17 HVY DU	TOOL RM	NEEDLE SIZE22	$0.21	0	$0.00
135X17 HVY DU	TOP SHEL	NEEDLE SIZE20	$0.23	0	$0.00
135X17 HVY DU	TOP SHEL	NEEDLE SIZE19	$0.21	0	$0.00
135X17 HVY DU	TOP SHEL	NEEDLE SIZE18	$0.21	0	$0.00
135X17 HVY DU	TOP SHEL	NEEDLE SIZE16	$0.21	2200	$462.00
135X7 BARTAC	TOP SHEL	NEEDLE SIZE18	$0.16	980	$156.80
16X257 SINGLE	TOP SHEL	NEEDLE SIZE18	$0.17	950	$161.50
16x257 SINGLE	TOP SHEL	NEEDLE SIZE14	$0.15	60	$8.70
16X257 SINGLE	TOP SHEL	NEEDLE SIZE12	$0.14	0	$0.00
62X57 ELASTIC	TOP SHEL	NEEDLE SIZE20	$0.30	0	$0.00
62X57 ELASTIC	TOP SHEL	NEEDLE SIZE22	$0.38	0	$0.00
62X57 ELASTIC	TOP SHEL	NEEDLE SIZE19	$0.38	0	$0.00
62X57 ELASTIC	TOP SHEL	NEEDLE SIZE18	$0.38	0	$0.00
B-27 OVERLOC	TOP SHEL	NEEDLE SIZE18	$0.27	900	$243.00
B-27 OVERLOC	TOP SHEL	NEEDLE SIZE14	$0.27	100	$27.00
B-27 OVERLOC	TOP SHEL	NEEDLE SIZE12	$0.27	0	$0.00
142X5 BINDING	TOP SHEL	NEEDLE SIZE21	$0.29	0	$0.00
18045	TOP SHEL	BOBBIN CASE NBL LRG CAP	$26.80	0	$0.00
267366	SEE VAL	PINION GEAR-SML-211W/212W	$22.50	0	$0.00
269138-542	TOP SHEL	NDL BAR R/FR T/GUIDE-300W	$12.00	0	$0.00
427F		SCREW 10X7/16 FLAT HEAD	$0.60	0	$0.00
5354PEG		SCREW FOR PEGASUS	$0.35	0	$0.00
WIRE MESH		WIRE MESH	$16.50	0	$0.00
182102001		LINKAGE PART 925	$128.75	0	$0.00
10610	TOOL RM	SAFETY CLUTCH-JAPAN MADE HEAVYDUTY	$175.00	0	$0.00
143UNS		BALL JOINT TREADLE ROD	$2.00	0	$0.00
201349	HEAVYDU	B/C LEVER SCREW STUD	$2.50	0	$0.00
204783		THREAD GUIDE	$6.50	0	$0.00
131108004		ORIG. JUKI NEEDLE THREAD PRES. GU.B	$2.65	0	$0.00
N/A		KNEE LIFTER 226R CONSEW	$8.60	0	$0.00
NEW ITEMS:					$0.00
				0	$0.00
150436-001	HVY DTY	BROTHER	$14.40	6	$86.40
B3112-761-000	BIN9	JUKI BARTACK	$0.54	6	$3.24
4905-PEG		SCREW	$0.55	50	$27.50
208059-PEG	BIN41	AUX FEED DOG	$12.00	6	$72.00
B3112-761-000		SPRING FOR S286	$0.54	4	$2.16
2650512		SPRING	$0.00	3	$0.00
135-04105		PULLY SPRING JUKI	$0.52	3	$1.56
B-1901280-0A0		NDL THRD TAKE UP COMP LINK	$21.50	3	$64.50

B-1404-28-000	BIN9	NDL BAR CRAND ROD LINK	$23.50	3	$70.50
540662		NDL THREAD TAKE UP COMP	$6.95	3	$20.85
B-1203-280-000		NDL THREAD TAKE UP COMP	$13.75	3	$41.25
B-1904-280-000	BIN7	TAKE UP LEVER SPRING	$4.30	3	$12.90
B-1911-807-000		NDL BAR CRANK NDL BEARING LT.	$0.00	3	$0.00
AAAAAAAAA		OVER LOCK TENSION CAP	$0.00	6	$0.00
267673		N/B ROCK FRAME 300W	$61.75	4	$247.00
240142		SPRING	$0.65	12	$7.80
AAAAAAAAA		GEAR 12 TEETH	$0.00	5	$0.00
135-03552	BIN7	STOP MOTION CAM ASMB JUKI	$57.50	1	$57.50
208318	BIN41	GASKET RUBBER	$8.80	12	$105.60
265051		SPRING	$0.76	12	$9.12
23040		CUTTING	$0.00	4	$0.00
2042483		HAIN FEED DOG	$0.00	6	$0.00
221175	HVYDTY	SPRING	$0.55	24	$13.20
149481	HVYDTY	SPRING	$1.65	12	$19.80
200473	HVYDTY	SCREW	$1.35	24	$32.40
227561		SPRING	$2.50	12	$30.00
240500	HVYDTY	SPRING	$10.50	10	$105.00
209160-PEG	BIN41	NEEDLE GUARD BRACKET FOR L32	$21.50	4	$86.00
123-79-004		JUKI	$67.00	6	$402.00
009630-6-14-BRO	BIN15	BRO SCREW	$1.25	24	$30.00
267673	BIN53A	NDL BAR ROLLER FRAME	$61.75	4	$247.00

EXHIBIT C1

AND

EXHIBIT C2

EXHIBIT C1

CONTRACT FOR
SEWING SHOP EQUIPMENT REPAIR & MAINTENANCE SERVICES

CONTRACTOR EMPLOYEE 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. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT C1

Contractor Name _____ Contract No. _____

Employee Name_____

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
SEWING MACHINE REPAIR & MAINTENANCE SERVICES

CONTRACTOR NON-EMPLOYEE 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. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT C2

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT D

EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____

Company Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

_____ _____

Signature Date

_____

Name and Title of Signer (please print)

EXHIBIT E

SAMPLE PRICE SHEET

EXHIBIT E

SAMPLE PRICE SHEET

SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SEWING MACHINES

INITIAL TERM

RATE FOR WEEKLY ROUTINE REPAIRS
AND MAINTENANCE SERVICES
(FOUR SERVICES PER MONTH) $_____
(MONTHLY RATE)

RATE FOR MONTHLY INSPECTION
AND PREVENTATIVE MAINTENANCE
(TWELVE SERVICES PER YEAR) $_____
(MONTHLY RATE)

HOURLY RATE FOR EMERGENCY REPAIRS $_____
(HOURLY RATE)

CONTRACTOR'S NAME _____

CONTRACTOR'S SIGNATURE _____

DATE _____

EXHIBIT E

SAMPLE PRICE SHEET

SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SEWING MACHINES

FIRST OPTIONAL TERM

RATE FOR WEEKLY ROUTINE REPAIRS
AND MAINTENANCE SERVICES
(FOUR SERVICES PER MONTH) $_____
(MONTHLY RATE)

RATE FOR MONTHLY INSPECTION
AND PREVENTATIVE MAINTENANCE
(TWELVE SERVICES PER YEAR) $_____
(MONTHLY RATE)

HOURLY RATE FOR EMERGENCY REPAIRS $_____
(HOURLY RATE)

CONTRACTOR'S NAME _____

CONTRACTOR'S SIGNATURE _____

DATE _____

EXHIBIT E

SAMPLE PRICE SHEET

SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SEWING MACHINES

SECOND OPTIONAL TERM

RATE FOR WEEKLY ROUTINE REPAIRS
AND MAINTENANCE SERVICES
(FOUR SERVICES PER MONTH) $_____
(MONTHLY RATE)

RATE FOR MONTHLY INSPECTION
AND PREVENTATIVE MAINTENANCE
(TWELVE SERVICES PER YEAR) $_____
(MONTHLY RATE)

HOURLY RATE FOR EMERGENCY REPAIRS $_____
(HOURLY RATE)

CONTRACTOR'S NAME _____

CONTRACTOR'S SIGNATURE _____

DATE _____

EXHIBIT E

SAMPLE PRICE SHEET

SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES

SEWING MACHINES

THIRD OPTIONAL TERM

RATE FOR WEEKLY ROUTINE REPAIRS
AND MAINTENANCE SERVICES
(FOUR SERVICES PER MONTH) $_____
(MONTHLY RATE)

RATE FOR MONTHLY INSPECTION
AND PREVENTATIVE MAINTENANCE
(TWELVE SERVICES PER YEAR) $_____
(MONTHLY RATE)

HOURLY RATE FOR EMERGENCY REPAIRS $_____
(HOURLY RATE)

CONTRACTOR'S NAME _____

CONTRACTOR'S SIGNATURE _____

DATE _____

EXHIBIT E

SAMPLE PRICE SHEET

SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES

FABRIC EQUIPMENT
(FABRIC CUTTERS, FABRIC DRILLS, FABRIC ROLLERS, FABRIC SEALERS AND GRINDERS)

INITIAL TERM

HOURLY RATE FOR ROUTINE REPAIRS AND MAINTENANCE SERVICES (AS-NEEDED) $_____

HOURLY RATE FOR EMERGENCY REPAIRS (AS-NEEDED) $_____

FIRST OPTIONAL TERM

HOURLY RATE FOR ROUTINE REPAIRS AND MAINTENANCE SERVICES (AS-NEEDED) $_____

HOURLY RATE FOR EMERGENCY REPAIRS (AS-NEEDED) $_____

CONTRACTOR'S NAME _____

CONTRACTOR'S SIGNATURE _____

DATE _____

EXHIBIT E

SAMPLE PRICE SHEET

SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES

FABRIC EQUIPMENT
(FABRIC CUTTERS, FABRIC DRILLS, FABRIC ROLLERS, FABRIC SEALERS AND GRINDERS)

SECOND OPTIONAL TERM

HOURLY RATE FOR ROUTINE REPAIRS AND MAINTENANCE SERVICES (AS-NEEDED) $_____

HOURLY RATE FOR EMERGENCY REPAIRS (AS-NEEDED) $_____

THIRD OPTIONAL TERM

HOURLY RATE FOR ROUTINE REPAIRS AND MAINTENANCE SERVICES (AS-NEEDED) $_____

HOURLY RATE FOR EMERGENCY REPAIRS (AS-NEEDED) $_____

CONTRACTOR'S NAME _____

CONTRACTOR'S SIGNATURE _____

DATE _____

EXHIBIT F

SEWING SHOP EQUIPMENT LIST

SEWING SHOP EQUIPMENT

SEWING MACHINES

AUTOMATIC MACHINES

				MODEL #	SERIAL #
JUKI				DDL5550N-7	NCCF-01E
JUKI				DDL5550N-7	NCCF-01F

BARTAK MACHINES

JUKI				LK-1850	1850-M05055
JUKI	441818				1850-B19294
JUKI				LK1850	1850P19887
JUKI		67273	06921	LK1854	LK0YD60878
JUKI		67430	06271	LK1854	LKOYB58026

BLIND COVER STICH MACHINES

US	308643			718-1	68904

COVER STICH MACHINE

PEGASUS				W562-01GB	3431648

ELASTIC MACHINES

CONSEW	575118			4024P	CD603069
CONSEW		503204	06924	4024P	CD0603085
CONSEW	575116			4024P	CD0603077
CONSEW	575117			4024P	CD0603082
SINGER				300W101	268030
SINGER				300U405	U932119001
SINGER	00275			302U406A-9	00275
CONSEW		67271	06925	4024P	CD0603089
CONSEW		67437	06278	4024P	1307009

FREE ARM SEWING MACHINE

BROTHER	21186			DT6-B925	NCCF-01L
BROTHER		B62212	06926	DA-9270-3	B3T32185
BROTHER	21179			DT6-B925	NCCF-01D
BROTHER	21193			DT6-B925	H9352243
BROTHER	21190			DT6-B925	NCCF-01G
BROTHER	21192			DT6-B925	NCCF-01C
BROTHER	21187			DT6-B925	NCCF-01H
BROTHER	21194			DT6-B925	H9352245
BROTHER	21189			DT6-B925	H9352240
BROTHER	21185			DT6-B925	G0355761
BROTHER	21189			DT6-B925	NCCF-01J
BROTHER	21186			DT6-B925	H9352237
BROTHER	21183			DT6-B925	NCCF-01N
BROTHER		S67274	06923	DA9270-3	C4T90963

OVERLOCK MACHINES

JUKI				FF6-700	MOEC16491
PEGASUS		62211	03013	03013M-700	0054550
PEGASUS		64819	04207	M732-70	9623304
PEGASUS		UNK	UNK	64819	9623304
WILCOX & GIBBS	21229			516-4-26	8553636
WILCOX & GIBBS	21221			516-4-26	8553612
WILCOX & GIBBS				516-4-26	8549537
WILCOX & GIBBS	21245			516-4-26	8551155
WILCOX & GIBBS	21222			516-4-26	8553614
WILCOX & GIBBS	21250			516-4-26	8551160
WILCOX & GIBBS	21220			516-4-26	8553610
WILCOX & GIBBS	21239			516-4-26	8551142
WILCOX & GIBBS	21210			516-4-26	8553566
WILCOX & GIBBS	21219			516-4-26	8553607
WILCOX & GIBBS				516-4-26	8551132
WILCOX & GIBBS	21226			516-4-26	8553627

WILCOX & GIBBS	21168			516-4-26	8549055
WILCOX & GIBBS				516-4-26	8565098
WILCOX & GIBBS	425879			516-4-26	8551203
WILCOX & GIBBS	21223			516-4-26	8553615
WILCOX & GIBBS	21175			516-4-26	8549185
WILCOX & GIBBS	21254			516-4-26	8553526
WILCOX & GIBBS	21243			516-4-26	8551153
WILCOX & GIBBS	21213			516-4-26	8553595
WILCOX & GIBBS	21242			516-4-26	8551152
WILCOX & GIBBS				516-4-26	8513799
WILCOX & GIBBS	21255			516-4-26	8553527
WILCOX & GIBBS	21236			516-4-26	8551134
WILCOX & GIBBS	21224			516-4-26	8553624
WILCOX & GIBBS	21241			515-4-26	8551151
WILCOX & GIBBS	21206			516-4-26	8552256
WILCOX & GIBBS	21248			516-4-26	8551158

WILCOX & GIBBS	21232			516-4-26	8556873
WILCOX & GIBBS	21231			516-4-26	8556859
WILCOX & GIBBS	21198			516-4-26	8549536
WILCOX & GIBBS	21235			516-4-26	8556896
WILCOX & GIBBS	21251			516-4-26	8551161
WILCOX & GIBBS	21234			516-4-26	8556875
WILCOX & GIBBS	21170			516-4-26	8549158
WILCOX & GIBBS	21209			516-4-26	8553537
WILCOX & GIBBS	21249			515-4-26	8551159
WILCOX & GIBBS	21257			514-4-26	8555929
WILCOX & GIBBS	21212			516-4-26	8553559
WILCOX & GIBBS	21205			516-4-26	8552270
WILCOX & GIBBS	44958			516-4-26	8565118
WILCOX & GIBBS	21217			516-4-26	8553604
WILCOX & GIBBS	21173			516-4-26	8560797
WILCOX & GIBBS	21211			516-4-26	8553569

WILCOX & GIBBS	21169			516-4-26	8549151
WILCOX & GIBBS	21201			516-4-26	8549543
WILCOX & GIBBS	21218			516-4-26	8553606
WILCOX & GIBBS	21202			516-4-26	8551197
WILCOX & GIBBS	21225			516-4-26	8553626
WILCOX & GIBBS	21200			516-4-26	8549542
WILCOX & GIBBS	21177			516-4-26	8560809
WILCOX & GIBBS	21244			516-4-26	8551154
JUKI		57431	06672	MO-6716S	8MOSA22557
WILCOX & GIBBS	455796			UNK	UNK
PEGASUS				516-4-38-26	8556874

SINGLE NEEDLE MACHINES

BROTHER				DB1B735-3	NCCF-01K
BROTHER	425396			DB1B735-3	H2232434
BROTHER				DB1B736-3	L2233076
BROTHER				MO572821	NCCF-01A
BROTHER	462889			DB2-B735-3	M7597841
BROTHER				DB2-B735-3	K1230834
CONSEW					WB9607537
CONSEW					X8E5522

CONSEW	133095			230R-1	KS712019
CONSEW				7360R	231001080
CONSEW	425883			215	X8E5415
CONSEW		62213	03015	7260R	220900292
CONSEW				226R-2	WBA1103523
CONSEW				7360R	231001086
CONSEW				7360R	231006425
CONSEW				7360R	230302158
CONSEW				226R-2	WBA1103515
CONSEW				230	X8E5345
CONSEW		UNK	UNK	415807?	WB9606532
CONSEW				7360R	000900994
CONSEW	425877			215	X8E5427
CONSEW				7360R	220900286
CONSEW				7360R	231006427
CONSEW				7360R	000900255
CONSEW				226R-2	WBA1102524
CONSEW				7360R	231006421
CONSEW	425891			226R-1	WB9405033
CONSEW				C-230	X4E2276
DAEWOO				DLS-600	HH2677
DAEWOO				DLS-600	HH2625
DAEWOO				DLS-600	HH2652
DAEWOO				DLS-600	HH2685
JUKI				DDL-555	555-K67381
JUKI	343643			DDL-227	E2279440
JUKI				DDL555	H84717

JUKI				DDL-555	Q01330
JUKI				DDL-227	227-L65720
JUKI				DDL-555	555-L84087
JUKI				DDL-555	555-N20204
JUKI	425871			DDL-227	227-L65713
JUKI	SCHOOL			DDL-5550N	DDLZ018259
JUKI	343642			DDL-227	E22797452
JUKI	425872			DDL-550	227-L65719
JUKI				DDL-550N-7	R39572
JUKI				LH515	R40686
MITSUBISHI	455774			DB-130-GM	87020360
MITSUBISHI				DB-130-GM	NCCF-01M
MITSUBISHI	425396			DB-130-GM	13040805359
MITSUBISHI	425391			DB-130-GM	13040805311
MITSUBISHI	425393			DB-130-GM	13040805360
MITSUBISHI	455781			DB-130-GM	87020487
MITSUBISHI	425397			DB-130-GM	40805310
MITSUBISHI				DB-130-GM	87020396
MITSUBISHI	455773			DB-130-GM	87020460
MITSUBISHI	425395			DB-130-GM	40805305
MITSUBISHI	455185			DB-130-GM	87020489
MITSUBISHI	244772			DB-130-GM	87020355
MITSUBISHI	455771			DB-130-GM	87020482
MITSUBISHI	455789			DB-130-GM	87020518
CONSEW	67275			7360R	24030639
JUKI	343644			DDL-227	E22794244
JUKI	425874			DDL-227	227-L65653

JUKI	343641			DDL-227	E22797455
CONSEW		67435	06276	7360R	250305796
CONSEW		67432	06273	7360R	250104267
CONSEW		67434	06275	7360R	250305803
CONSEW		67433	06274	7360R	250104230
CONSEW		67436	06277	7360R	250305804
CONSEW		9018888	04802	7360R	270701179
CONSEW		9018886	04801	7360R	270701142
CONSEW		9018889	06280	7360R	270701146
CONSEW		9018887	06113	7360R	270701144
CONSEW		9018884	06112	7360R	270701162
CONSEW		9018885	06111	7360R	270701127

3 NEEDLE MACHINES

PEGASUS				W500	3417728
PEGASUS	503710			W500	8140760
PEGASUS				W562-01GB	3431654
PEGASUS				W562-016B	3431653

FABRIC EQUIPMENT

FABRIC CUTTERS

BRUTE				627	2-GG725-5
BRUTE		62214	03016	627	2F54281-5
BRUTE				627	2-GG517-5
BRUTE				627	2-GG512-5
MAIMIN					ALIK8M6038

FABRIC DRILLS

MAIMIN				DRILL	107247
WOLF	462482			DRILL	X56283
WOLF				KXH	X91694

FABRIC ROLLER/SEALER

STERLING					21342
STERLING					21543
HEIBSCHN EIDER					HSGM

GRINDERS

DYNO				BUFFER/SKS	6046
WOLF				SHARP/300W	9454

EXHIBIT G

WORK ORDER

EXHIBIT G

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
SEWING SHOP EQUIPMENT REPAIR AND MAINTENANCE SERVICES

WORK ORDER

_____
(CONTRACTOR NAME)

Work Order No. _____ **Contract No.** _____

Date _____ **Time** _____

Services Requested _____

Equipment Serial Number(s) _____

Make _____ **Model** _____

Machine Number(s) _____

TO BE COMPLETED BY THE CONTRACTOR

Work Schedule Date _____ Start Time _____
End Time _____

Recommendation: _____

_____

Part(s): _____

_____

Summary of Work Completed: _____

_____

CONTRACTOR PROJECT MANAGER		COUNTY PROJECT MANAGER	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT H

CONTRACT DISCREPANCY REPORT

EXHIBIT H

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: **Prepared by County:** _____ **Received by Contractor:** _____

Returned by Contractor: _____ **Action Completed:** _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT I

PERFORMANCE REQUIREMENT SUMMARY

EHIBIT I

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SEWING SHOP EQUIPMENT REPAIR, MAINTENANCE AND INSPECTION SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
1. Quality Control Plan SOW - Paragraph 3.0	Contractor must submit a comprehensive Quality Control Plan to County's Project Manager ten (10) business days after the effective date of the Agreement, which includes written policies and procedures for Contractor's staff.	None	Review	$25 per business day of delay.
2. Emergency Repair Services SOW – Paragraph 5.0	Contractor shall provide emergency repair services twenty-four (24) hours a day, seven (7) days a week, including holidays. Response time for emergency repair services shall be within 24 hours from the time stated on the work order.	None	Work Order	$25 per hour of delay.
3. Weekly Repair and Maintenance Services for Sewing Machines SOW – Paragraph 6.1	Contractor shall provide routine repair and maintenance services on a weekly basis, four services per month, during the hours of 6:30 a.m. through 3:00 p.m. Within ten (10) business days after the effective date of the Agreement, Contractor shall submit a schedule, specifying	None	Work Order Review	$50 per 24-hour period of delay after weekly scheduled date. $50 per business day of delay in submitting schedule.

	the date and time for weekly repairs and maintenance services.			
4. Monthly Inspections and Preventative Maintenance Services for Sewing Machines SOW – Paragraph 6.2	Contractor shall provide monthly inspections and preventative maintenance, including replacement of worn, defective or broken parts with new parts or alternates that meet or exceed OEM standards, for approximately 15 sewing machines each month. Contractor shall submit a schedule annually for monthly inspections and preventative maintenance services on the date provided by the County Project Manager to Contractor.	None	Inspection and Written Report	$50 for incomplete monthly inspection and preventative maintenance services for approximately 15 sewing machines. $50 per business day of delay in submitting schedule.
5. Specific Work Requirements SOW – Paragraph 7.1	Contractor shall provide as needed non-emergency repair services Monday through Friday, 6:30 a.m. until 3:00 p.m., excluding County holidays. Contractor shall respond telephonically to the County Project Manager within four (4) hours of a work order request and shall have a repair technician onsite to perform the repair services no later than the next business day.	None	Work Order	$50 per business day of delay.
6. Discrepancy Report SOW - Paragraph 9.0	Upon receipt of a formal Discrepancy Report, Contractor shall respond in writing and submit a plan to correct the deficiency within 10 business days to the County Project Manager.	None	Written Report	$25 per day, after the 10th business day, for delay of responding in writing and submitting a plan to correct the deficiency.