County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

TOM TINDALL
Director

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"To enrich lives through effective and caring service"

April 05, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 April 5, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

REQUEST FOR APPROVAL AND AWARD OF A
SMALL OFFICE EQUIPMENT MAINTENANCE SERVICES MASTER AGREEMENT

SUBJECT

Requesting approval to award and execute twenty-six (26) Small Office Equipment Maintenance Services Master Agreements, and authority to execute additional master agreements with new vendors as they become qualified during the term of the Master Agreement, to provide small office equipment maintenance services for County departments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Internal Services Department (ISD), or his designee, to award and execute Master Agreements substantially similar to the attached standardized agreement (Attachment 1) to the twenty-six (26) companies listed on Attachment 2 to provide small office equipment maintenance service to departments countywide. The agreements will be effective July 1, 2011, for an initial term of three (3) years, with two (2) one-year extension options, and six (6) month-to-month extensions.

2. Authorize the Director of ISD, or designee, to execute: 1) all options to extend the Master Agreements; 2) agreements with new vendors as the vendors become qualified pursuant to the open solicitation; 3) applicable amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; 4) applicable amendments to add/delete small office equipment maintenance-related service categories, brands and items to the agreements as they become necessary to meet the County's needs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD maintains a pool of qualified vendors to provide small office equipment maintenance services for all County departments. The recommended Small Office Equipment Maintenance Master Agreements will provide County departments with a centralized source and streamlined process to obtain a variety of as-needed small office equipment maintenance services for equipment such as fax machines, microfiche readers, mailing equipment, printers, scanners, and identification card printers. Approval of the recommended agreements will ensure County departments continued access to a pool of qualified vendors past the June 30, 2011 expiration date of the current agreements.

Implementation of Strategic Plan Goals

The recommended Master Agreement supports County Strategic Plan Goal Number 1, Operational Effectiveness, by effectively managing County resources to provide efficient and responsive small office equipment maintenance throughout the County.

FISCAL IMPACT/FINANCING

The Master Agreement does not guarantee any minimum amount of business and the County only incurs an obligation as work is performed. Expenditures resulting from these agreements vary from year to year based on the needs of departments. Appropriation and funding for these services are included in each department's current fiscal year budget based on each departments historical cost experience. It is each department's responsibility to utilize the agreements within their approved budget authority in the current and subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended agreements were approved as to form by County Counsel. The agreements contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. ISD has determined that the proposed agreements are not subject to the County's Living Wage Program. County Code 2.201 does not apply to the Small Office Equipment Maintenance Services Master Agreements as these agreements are for non-Proposition A services.

Eleven (11) of the twenty-six (26) recommended vendors are certified as Local Small Business Enterprises (LSBE). A summary of the Community Business Enterprise Program information for all vendors is provided in Attachment 3. Selections were made without regard to gender, race, creed, or color or national origin.

CONTRACTING PROCESS

On September 16, 2010, ISD released a Request for Statement of Qualifications (RFSQ) for Small Office Equipment Maintenance Services and posted the solicitation and contracting opportunity announcements on the County's "Doing Business with Us" website (Attachment 4). Twenty-seven (27) Statements of Qualifications (SOQ's) were received and reviewed for compliance with the

RFSQ. The twenty-six (26) vendors listed in Attachment 2 were determined to be qualified and are being recommended for the Master Agreement.

New vendors may qualify for a Master Agreement at any time during the term of the contract by submitting an SOQ. These contractors will be subsequently added to the Master Agreement provided they meet the minimum requirements identified in the RFSQ. Thereafter, departments may use a contractor of choice based on pricing, responsiveness and/or quality of service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Small Office Equipment Maintenance Services Master Agreements will ensure that the County continues to receive small office equipment maintenance services.

Respectfully submitted,

Tom Tindall

TOM TINDALL
Director

TT:JS:YY

Enclosures

c: Chief Executive Officer
County Counsel

«CONTRACT_»

MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
AND
«VENDOR»
«DBA»
FOR
SMALL OFFICE EQUIPMENT
MAINTENANCE SERVICES

MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	**APPLICABLE DOCUMENTS**	**2**
2.0	**DEFINITIONS**	**2**
3.0	**WORK**	**3**
4.0	**TERM OF MASTER AGREEMENT**	**3**
5.0	**CONTRACT SUM**	**4**
6.0	**ADMINISTRATION OF MASTER AGREEMENT - COUNTY**	**5**
6.1	COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)	5
6.2	DEPARTMENT COORDINATOR	5
7.0	**ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**	**6**
7.1	CONTRACTOR'S PROJECT MANAGER	6
7.2	CONTRACTOR'S AUTHORIZED OFFICIAL(S)	6
7.3	APPROVAL OF CONTRACTOR'S STAFF	6
7.4	CONTRACTOR'S STAFF IDENTIFICATION	7
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	7
7.6	CONFIDENTIALITY	8
8.0	**STANDARD TERMS AND CONDITIONS**	**9**
8.1	AMENDMENTS	9
8.2	ASSIGNMENT AND DELEGATION	9
8.3	AUTHORIZATION WARRANTY	10
8.4	BUDGET REDUCTIONS	10
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	11
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	12
8.9	CONFLICT OF INTEREST	14
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	15
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	15
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	15
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	18
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:	18

MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.15	COUNTY'S QUALITY ASSURANCE PLAN	19
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	19
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	19
8.18	FACSIMILE REPRESENTATIONS	20
8.19	FAIR LABOR STANDARDS	20
8.20	FORCE MAJEURE	20
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	21
8.22	INDEPENDENT CONTRACTOR STATUS	21
8.23	INDEMNIFICATION	22
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	22
8.25	INSURANCE COVERAGE	26
8.26	LIQUIDATED DAMAGES	27
8.27	MOST FAVORED PUBLIC ENTITY	28
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	28
8.29	NON EXCLUSIVITY	29
8.30	NOTICE OF DELAYS	30
8.31	NOTICE OF DISPUTES	30
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	30
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	30
8.34	NOTICES	30
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	31
8.36	PUBLIC RECORDS ACT	31
8.37	PUBLICITY	31
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	32
8.39	RECYCLED BOND PAPER	33
8.40	SUBCONTRACTING	33
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	35
8.42	TERMINATION FOR CONVENIENCE	35
8.43	TERMINATION FOR DEFAULT	36
8.44	TERMINATION FOR IMPROPER CONSIDERATION	38

MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.45	TERMINATION FOR INSOLVENCY	38
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.47	TERMINATION FOR NON APPROPRIATION OF FUNDS	39
8.48	VALIDITY	39
8.49	WAIVER	40
8.50	WARRANTY AGAINST CONTINGENT FEES	40
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	40
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	41
8.53	CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	41
SIGNATURES		44

EXHIBITS

A	COUNTY'S ADMINISTRATION
B	CONTRACTOR'S ADMINISTRATION
C	VENDOR'S EEO CERTIFICATION
D	JURY SERVICE ORDINANCE
E	SAFELY SURRENDERED BABY LAW
F	DEFAULTED PROPERTY TAX REDUCTION PROGRAM
G	CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
H	CONTRACTOR'S STATEMENT OF QUALIFICATIONS SUBMITTAL FORM
I	STATEMENT OF WORK
J	AUTHORIZED EQUIPMENT LIST & PRICING SCHEDULE

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
AND
«VENDOR»
«DBA»
FOR
SMALL OFFICE EQUIPMENT
MAINTENANCE SERVICES

This Master Agreement with Exhibits are made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, Internal Services Department hereinafter referred to as County and «Vendor» «DBA», hereinafter referred to as Contractor, to provide small office equipment maintenance services.

RECITALS

WHEREAS, the County may contract with private businesses for small office equipment maintenance services when certain requirements are met;

WHEREAS, the Contractor is a private firm specializing in providing small office equipment maintenance services;

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services;

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department or designee to execute and administer this Master Agreement;

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1 EXHIBIT A - County's Administration

1.2 EXHIBIT B - Contractor's Administration

1.3 EXHIBIT C - Vendor's EEO Certification

1.4 EXHIBIT D - Jury Service Ordinance

1.5 EXHIBIT E - Safely Surrendered Baby Law

1.6 EXHIBIT F - Defaulted Property Tax Reduction Program

1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement

1.8 EXHIBIT H - Contractor's Statement of Qualification Submittal Form

1.9 EXHIBIT I - Statement of Work

1.10 EXHIBIT J - Authorized Equipment List & Pricing Schedule

2.0 DEFINITIONS

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

2.1 **Active Contractor**: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Master Agreement award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 **Contractor Project Manager**: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.3 **County Master Agreement Project Director (MAPD)**: Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

2.4 **Department Coordinator**: Person designated by Department's Director with authority to monitor the day to day activities of the department's T&M work being performed on any equipment by the contractor under this Master Agreement.

2.5 **Day(s)**: Calendar day(s) unless otherwise specified.

2.6 **Director**: Director of Internal Services Department.

2.7 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.8 **Master Agreement**: County's standard agreement executed between County and individual Contractors.

2.9 **Qualified Contractor**: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Internal Services Department.

2.10 **Request for Statement of Qualifications (RFSQ)**: A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.11 **Statement of Qualifications (SOQ)**: A Contractor's response to an RFSQ.

2.12 **Statement of Work**: A written description of tasks and/or deliverables desired by County.

3.0 WORK

3.1 Departments may use a Contractor of choice based on pricing, responsiveness and/or quality of service. Departments are not limited as to the amount that may be purchased against the Master Agreements.

3.2 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Master Agreement at the Time and Material (T&M) rates set forth in the Authorized Brand List & Pricing Schedule attached to this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by Director of Internal Services Department or his/her designee as authorized by the Board of Supervisors. This Master Agreement

shall expire on June 30, 2014 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

4.3 Contractor shall notify the Department when this Master 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 Internal Services Department at the address herein provided in *Exhibit A.*

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except for actual T&M small office equipment maintenance services being performed. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the specific department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master 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 Master Agreement.

5.4 **Invoices and Payments**

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for small office equipment maintenance services performed.

5.4.2 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.3 Invoices under this Master Agreement shall be submitted to the departments requesting the small office equipment maintenance service.

5.4.4 **Invoice Content**

Invoices under this Master Agreement shall be submitted on the 15th and the end of the month to the department requesting the small office equipment maintenance service.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit A*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Internal Services Department and Contractor.

6.2 DEPARTMENT COORDINATOR

The Department's Coordinator, or designee, is the approving authority for all work performed for the department

6.2.1 The responsibilities of the Department Coordinator include:

- coordinating and monitoring the work of Contractor personnel assigned to repair equipment;

- coordinating with Contractor's repair agent regarding the repairs that need to be performed for each particular project;
- monitoring, Contractor performance for each particular project;
- escalating any conflicts in the terms and conditions of the Master Agreement to the MAPD Point of Contact for exact interpretation.

6.2.2 The Department's Coordinator is not authorized to make any changes in labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 Contractor's Project Manager is designated in *Exhibit B*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Department Coordinator on a regular basis with respect to all small office equipment maintenance work to be performed.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B*. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal.

7.4.4 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the contractor's staff's County photo identification badge at the time of removal.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 CONFIDENTIALITY

7.6.1. 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.

7.6.2 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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.

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

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", *Exhibit G*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 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 Master Agreement during the term of this Master Agreement. The 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 orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of ISD or his/her designee.

8.1.2 The Director of Internal Services Department or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by (Department to determine what level of management is required to execute this Amendment).

8.2 ASSIGNMENT AND DELEGATION

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

8.2.2 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 Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 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 Master Agreement which may result in the termination of this Master 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.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Master Agreements, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Master Agreement. 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. The

Contractor shall continue to provide all of the services set forth in the Master Agreement.

8.5 COMPLAINTS

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

8.5.1 Within fifteen (15) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 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.

8.6.2 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 8.6 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.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program**: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made part of this Master Agreement.

8.8.2 **Written Employee Jury Service Policy**

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

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

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing

obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

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

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of

interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.9 shall be a material breach of this Master Agreement.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County‘s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 **Responsible Contractor**

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

8.12.2 **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing

work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight

embargoes, or other similar events 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 such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and

benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status

under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department
Contracting Division/Contracts Section
1100 N Eastern Ave
Los Angeles, CA 90063
Attention: Angela Wu

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities

entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the

Contractor to correct the deficiency within specified time frames.

8.26.3 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Vendor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Internal Services Department or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits A, County's Administration* and *B, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Internal Services Department or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Master Agreement; 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 Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the

County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

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

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

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

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

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

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

8.40.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

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

Internal Services Department
1100 North Eastern Avenue

Los Angeles, CA 90063
Attention: Angela Wu

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

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

- Stop work under the under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-

paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any work issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43.5 In the event the County terminates this Master Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Master Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor

to the County by cash payment upon demand or, at the sole discretion of the County's Director of Internal Services Department, or designee, deducted from any amounts due to the Contractor by the County, whether under this Master Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Master Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 - Indemnification.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they

become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this

Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

AUTHORIZATION OF MASTER AGREEMENT FOR
DOCUMENT STORAGE SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20__.

COUNTY OF LOS ANGELES

By _____
Director
Internal Services Department

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By _____
Deputy County Counsel

MASTER AGREEMENT FOR
SMALL OFFICE EQUIPMENT MAINTENANCE SERVICES

TABLE OF CONTENTS

EXHIBITS

A	COUNTY'S ADMINISTRATION
B	CONTRACTOR'S ADMINISTRATION
C	VENDOR'S EEO CERTIFICATION
D	JURY SERVICE ORDINANCE
E	SAFELY SURRENDERED BABY LAW
F	DEFAULTED PROPERTY TAX REDUCTION PROGRAM
G	CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
H	CONTRACTOR'S STATEMENT OF QUALIFICATIONS SUBMITTAL FORM
I	STATEMENT OF WORK
J	AUTHORIZED EQUIPMENT LIST & PRICING SCHEDULE

COUNTY'S ADMINISTRATION

_____
CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____ PURCHASE ORDER NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name:	Yolanda Young
Title:	Contracts Division Manager
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 267-3101
Facsimile:	(323) 415-8664
E-mail Address:	yyoung@isd.lacounty.gov

COUNTY DEPARTMENT COORDINATOR:

Name:	Angela Wu
Title:	Purchasing & Contracts Analyst
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 881-5178
Facsimile:	(323) 415-8664
E-mail Address:	awu@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

_____
CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-mail Address: _____

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

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	☐	☐
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	☐	☐
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	☐	☐
4. When areas are identified in employment practices, Vendor 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

EXHIBIT E

SAFELY SURRENDERED BABY LAW

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

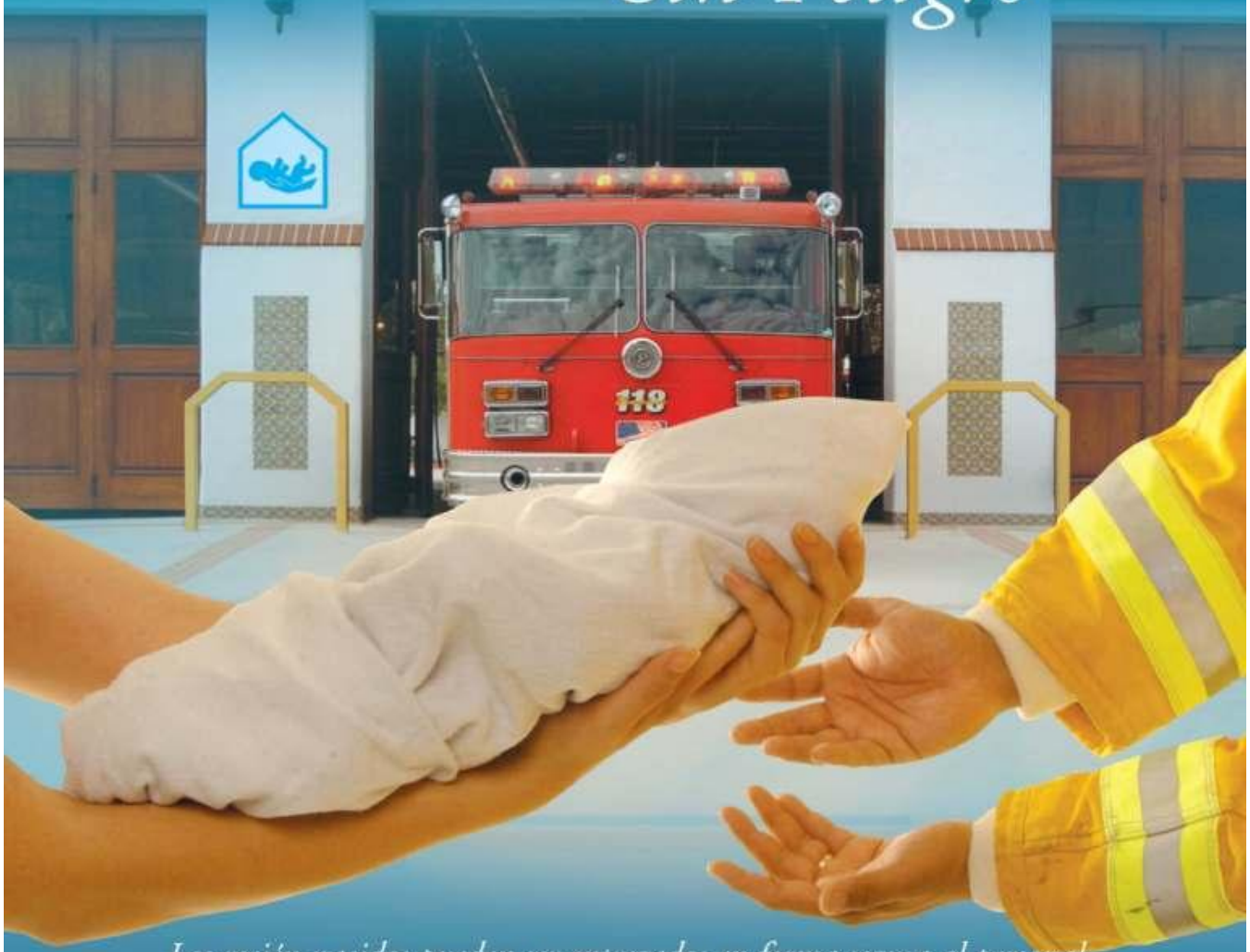
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Purchase Order No _____ County Master Agreement No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

SMALL OFFICE EQUIPMENT
MAINTENANCE SERVICES MASTER AGREEMENT
STATEMENT OF QUALIFICATION SUBMITTAL FORM

This serves as an application for the Small Office Equipment Maintenance Services Master Agreement.
To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
   - Minimum Qualifications (applies to all vendors)
   - Category Specific Qualifications (only complete sections in categories you intend to apply for)
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Vendor acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, and the applicable requirements of Paragraph 2.7.2 – Vendor's Qualifications of this Request for Statement of Qualifications (RFSQ).

County Use Only		
VENDOR NAME		AGREEMENT #
DATE RECEIVED	ANALYST	

1.4 MINIMUM QUALIFICATIONS

MINIMUM REQUIREMENT

Your firm has performed _____ years of service within the _____ years

INSURANCE REQUIREMENTS		County Use Only
GENERAL LIABILITY		
General Aggregate: $2 million	☐	☐
Products/Completed Operations Aggregate: $1 million	☐	☐
Personal and Advertising Injury: $1 million	☐	☐
Each Occurrence: $1 million	☐	☐
AUTO LIABILITY		
Auto Liability: $1 million	☐	☐
WORKERS' COMPENSATION		
Each Accident: $1 million	☐	☐
Disease – Policy Limit: $1 million	☐	☐
Disease – Each Employee: $1 million	☐	☐

REQUIRED FORMS

APPENDIX A		County Use Only
Exhibit 1: Statement of Qualification Submittal Form	☐	☐
Exhibit 2: Vendor's Organization Questionnaire/Affidavit	☐	☐
Exhibit 3: Certification of No Conflict of Interest	☐	☐
Exhibit 4: Vendor's EEO Certification	☐	☐
Exhibit 5: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information	☐	☐
Exhibit 6: Familiarity with the County Lobbyist Ordinance Certification	☐	☐
Exhibit 7: Prospective Contractor References	☐	☐
Exhibit 8: Prospective Contractor List of Contracts	☐	☐
Exhibit 9: Prospective Contractor List of Terminated Contracts	☐	☐
Exhibit 10: Attestation of Willingness to Consider GAIN/GROW Participants	☐	☐
Exhibit 11: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	☐	☐
Exhibit 12: Certification of Compliance with the County's Defaulted Property Tax Reduction Program	☐	☐
Exhibit 13: Contractor's Administration	☐	☐
Exhibit 14: Contractor's Acknowledgement & Confidentiality Agreement	☐	☐
Exhibit 15: Authorized Equipment List & Pricing Schedule	☐	☐
Exhibit 16: Certification of Independent Price Determination & Acknowledgement of RFSQ Restrictions	☐	☐
Exhibit 17: "Signature Page" of the Master Agreement	☐	☐
VENDOR SUPPLIED		
Certificate of Good Standing (if Corporation or LLC)	☐	☐
Statement of Information (if Corporation or LLC)	☐	☐
Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership)	☐	☐
Statement of Pending Litigation	☐	☐
ACORD Certificate of Insurance	☐	☐
LA County named additional insured	☐	☐

APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR'S SOLE JUDGMENT AND HIS/HER JUDGMENT SHALL BE FINAL.

I DECALARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PREPARER'S SIGNATURE	DATE
PRINT PREPARER'S NAME	TITLE
ADDRESS	CITY , STATE

EXHIBIT I

STATEMENT OF WORK

(Attach Appendix J)

1.0 SCOPE OF WORK

Contractor shall provide equipment maintenance service for various types of small office equipment, associated equipment, and accessories as-needed on a time and material (T&M) basis. Small office equipment will include but is not limited to all categories and equipment identified in *Exhibit 1, Equipment List.*

2.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

2.1 Master Agreement Discrepancy

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

2.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

3.0 DEFINITIONS

3.1 Equipment List

Equipment List means Exhibit 1, attached to the SOW, which includes a listing of equipment to be maintained.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

<u>COUNTY</u>

4.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.

4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

4.2 **Project Manager**

4.2.1 Contractor shall provide a full-time Project Manager and a designated alternate. County must have access to the Project Manager during normal business hours Monday through Friday, 8:00 A.M. to 5:00 P.M.

4.2.2 Project Manager shall act as a central point of contact with the County.

4.2.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

4.3 **Personnel**

4.3.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

4.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement.

4.4 **Uniforms/Identification Badges**

4.4.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

4.4.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

4.5 **Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

4.6 **Training**

5.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

4.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily

for safety. All employees must wear safety and protective gear according to OSHA standards.

4.7 **Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00AM to 5:00PM (Pacific Time), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within eight (8) hours of receipt of the call.**

4.8 Warranties

4.8.1 Warranty of Professional Skills and Performance

For the T& M Services to be performed, Contractor warrants that all tasks, deliverables, services, and other work performed under this Agreement will be performed in a timely and workmanlike manner using only qualified trained maintenance technicians totally familiar with the Equipment and its maintenance requirements. Further, Contractor warrants that all tasks, deliverables, services, and other work provided shall conform to the specifications for and to the standards generally observed in the industry for the same or similar tasks, deliverables, services, and other work.

4.8.2 Warranty to Provide Parts Free of Defects

Contractor warrants that it will provide parts, if applicable, free from defects in workmanship and materials so that all equipment shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto as published by the manufacturer thereof.

5.0 HOURS/DAY OF WORK

Contractor shall provide services during normal business hours of 8:00AM to 5:00PM (Pacific Time), Monday through Friday.

6.0 EQUIPMENT MAINTENANCE SERVICES

Contractor shall perform equipment maintenance services at the T&M rate specified in the Authorized Equipment List & Pricing Schedule.

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Contractor shall provide a maximum on-site response time of eight (8) business hours from the time a service call is placed. However County Departments may request a response time of either 2 or 4 hours from the time the service call is placed.

7.2 Contractor's service technicians shall provide County personnel a completed service ticket for each T&M call before leaving County's premises. Tickets are to include:

A) Date of service;

B) Make;

C) Model;

D) Serial number;

E) T&M Rate

F) Cost for Parts

G) Meter reading on copiers/duplicators, if applicable;

F) Master Agreement number; and

G) Description of work completed including parts replaced.

All T&M work performed on a machine by Contractor shall be warranted for a minimum of thirty (30) days from the date repair is completed. No additional charges will be paid to Contractor if a warranty call for such equipment is placed within the thirty (30) day period.

If a call is incomplete because parts must be ordered, the service technician shall provide a full written description of the part(s) to be ordered and the expected date of his/her return with the replacement part(s). The service ticket is to be signed by the department's site contact person or designee.

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

7.4 For equipment that needs to be taken off-site for repair, Contractor shall provide a full written description of the work to be accomplished and an estimated number of hours to complete the repair. The service ticket shall be signed by the Contractor and Department contract person or designee.

8.0 GREEN INITIATIVES

8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

8.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the Master Agreement commencement.

AUTHORIZED EQUIPMENT LIST
&
PRICING SCHEDULE

The County of Los Angeles, Internal Services Department (ISD) is seeking qualified companies to enter into Master Agreements with the County to provide Equipment Maintenance services on a Time & Material (T&M) basis only. Time and Material Hourly Rate includes all service charges except parts and supplies furnished at time of service.
The Department will generally select Vendors that have experience in providing a broad range of small office equipment maintenance services. However, in order to insure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas. **Please provide the price quote for Hourly Rates per response time for the categories you intend to service (8 hours is the normal response time) and indicate the makes you are able to service within the respective categories**:

1. CASH REGISTERS & CURRENCY PROCESSING

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

CASIO ..... ☐
CUMMINS ..... ☐
EPSON ..... ☐
ESPER ..... ☐
GLORY ..... ☐
HP ..... ☐
HUGIN/SWEDA ..... ☐
SAMSUNG ..... ☐
SHARP ..... ☐
TEC ..... ☐
UNIWELL ..... ☐

2. EMBOSSING MACHINES

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

ADD ..... ☐
ADD/FAR ..... ☐
CARD TECH ..... ☐
DATACARD ..... ☐
FARRINGTON ..... ☐
INTELACARD ..... ☐
NBS ..... ☐
NEW BOLD ..... ☐
NORCOM ..... ☐

3. FAX MACHINES

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

BROTHER ..... ☐
CANON ..... ☐
COMPAQ ..... ☐
DANKA ..... ☐
DEX ..... ☐
FUJITSU ..... ☐
HITACHI ..... ☐
HP ..... ☐
IMAGISTICS ..... ☐
IWATSU ..... ☐
KONICA ..... ☐
LANIER ..... ☐
MITA ..... ☐
MURATA ..... ☐
MURATEC ..... ☐
NEC ..... ☐
NEC/NEFAX ..... ☐
NEFAX ..... ☐
OKIDATA ..... ☐
OMNIFAX ..... ☐
PANAFAX ..... ☐
PANASONIC ..... ☐
PITNEY BOWES ..... ☐
RICOH ..... ☐
SAMSUNG ..... ☐
SHARP ..... ☐
TOSHIBA ..... ☐
XEROX ..... ☐

4. MAIL PROCESSING EQUIPMENT (OUTGOING)

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

OMATION ..... ☐
PITNEY BOWES ..... ☐

5. MICROFILM/MICROFICHE EQUIPMENT

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

3M ..... ☐
BELL & HOWELL ..... ☐
CANON ..... ☐
EYE COM ..... ☐
FOCUS ..... ☐
GRAPHIX ..... ☐
I COM ..... ☐
IKON ..... ☐
INFOGRAPHIX ..... ☐
KODAK ..... ☐
MICRO COPY ..... ☐
MICRO DESIGN ..... ☐
MINOLTA ..... ☐
TABQUICK ..... ☐
ZEUTSCHEL ..... ☐

6. MISCELLANEOUS SMALL OFFICE EQUIPMENT

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

ACROPRINT ..... ☐
AMANO ..... ☐
BRUTE ..... ☐
CERTEX ..... ☐
CUMMINS ..... ☐
DAHLE ..... ☐
DESTROYIT ..... ☐
FASTBACK ..... ☐
FELLOWES ..... ☐
GBC ..... ☐
HEDMAN ..... ☐
IDEAL ..... ☐
INTIMUS ..... ☐
MARTIN YALE ..... ☐
MICHEAL ..... ☐
MOORE ..... ☐
PAYMASTER ..... ☐
PITNEY BOWES ..... ☐
POWIS PARKER ..... ☐
RAPID PRINT ..... ☐
SIMPLEX ..... ☐
STANDARD ..... ☐
VELOBIND ..... ☐
WIDMER ..... ☐
WILSON JONES ..... ☐
XEROX ..... ☐

7. MOVING/AUTOMATED FILLING SYSTEMS

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

AISLE SAVER ..... ☐
KARDEX ..... ☐
TAB ..... ☐
WHITE ..... ☐

8. PANABOARD/WHITEBOARD

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

PANASONIC ..... ☐

9. DESKTOP PRINTERS

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

DATA SOUTH ..... ☐
EPSON ..... ☐
HP ..... ☐
KONICA ..... ☐
LEXMARK ..... ☐
OKIDATA ..... ☐
PANASONIC ..... ☐
PITNEY BOWES ..... ☐
RICOH ..... ☐
SONY ..... ☐
TEKTRONIX ..... ☐
XEROX ..... ☐

10. PRINTING AND DUPLICATING EQUIPMENT

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

A.B. DICK ☐
AMERGRAPH ☐
APOLLO ☐
APPLE ☐
BANNER AMERICA ☐
BAUMFOLDER ☐
BOURG ☐
BRACKETT ☐
CHALLENGER ☐
ELECTRO ☐
EMF ☐
GBC ☐
HEIDELBERG ☐
HORIZON ☐
INTERLAKE ☐
ITEK ☐
LECTRO ☐
MACINTOSH ☐
MULTI-COPY ☐
MULTIWISPER ☐
NUARC ☐
NYGREN-DAHLY ☐
PIERCE ☐
ROLLEM ☐
ROSS/PIERCE ☐
RYOBI ☐
SAKURAI ☐
STANDARD ☐
SYNTRON ☐
TEKTRONIX ☐
VELOBIND ☐
WELDTRON ☐
WOHLENBERG ☐
X-RITE ☐

11. SCANNERS/ID CARD PRINTER

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

FARGO PRO L ☐
HP ☐
NCS ☐
PANASONIC ☐

12. STANDARD, ALL-IN-ONE, & DESKTOP COPIER

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

BRUNING ☐
CANON ☐
COPYSTAR ☐
GESTETNER ☐
HP ☐
IMAGISTICS ☐
KONICA ☐
LANIER ☐
LEXMARK ☐
MINOLTA ☐
PANASONIC ☐
PITNEY BOWES ☐
RICOH ☐
RISO ☐
SAVIN ☐
SHARP ☐
STANDARD ☐
TOSHIBA ☐
XEROX ☐

13. TRANSCRIPTION EQUIPMENT

LANIER ☐
PANASONIC ☐
SANYO ☐
SONY ☐

14. TYPEWRITERS

➢ 8 Hours: $ 4 Hours: $ 2 Hours: $

ADLER ☐
ADLER-ROYAL ☐
BROTHER ☐
CANON ☐
ELECTRON ☐
IBM ☐
NAKAJIMA ☐
OLYMPIA ☐
PANASONIC ☐
ROYAL ☐
SILVEREED ☐
SMITH CORONA ☐
XEROX ☐

15. VISUAL AID EQUIPMENT (PROJECTORS)

- 8 Hours: $ 4 Hours: $ 2 Hours: $

3M ..... ☐
APOLLO..... ☐
DUKANE..... ☐
EIKI NOTEBOOK ..... ☐
ELMO ..... ☐
EPSON..... ☐
INFOCUS ..... ☐
KODAK ..... ☐
NEC ..... ☐
PROXIMA ..... ☐
TOSHIBA ..... ☐

Recommended Agreements

1. ABC Office Systems, Inc.
2. All States Office Machines, Inc.
3. American Business Machines, Inc.
4. Automated Office Products
5. Business Machines Consultants, Inc
6. Card Integrators Corporation d.b.a. CI Solutions
7. Coast to Coast Business Equipment, Inc.
8. Computer & Peripherals Group, Inc. d.b.a. Source Graphics
9. E.G. Brennan & Co.
10. En Pointe Technologies Sales, Inc
11. Evrex Coporation d.b.a. Micrographic Service
12. Image 2000
13. Intratek Computer, Inc.
14. K-Micro, Inc. d.b.a. CorpInfo Services
15. LA Copier, Inc.
16. MBE, Inc d.b.a. Money Machines International
17. McCluskey Companies, Inc. d.b.a. MCO
18. Newport Office Equipment
19. Presstek, Inc.
20. Skill Office Machines, Inc. d.b.a. Golden State Services
21. Technofix, Inc.
22. Tek Media Group, Inc.
23. The Repair Store
24. Uni-laser Inc. d.b.a. Universal Laser
25. Wiztec Incorporated
26. X, Inc. d.b.a. Onestop

Community Business Enterprise Program Information

FIRM INFORMATION		ABC Office Systems, Inc.	All States Office Machines, Inc.	American Business Machines, Inc.	Automated Office Products	Business Machines Consultants, Inc	Card Integrators Corporation
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American						
	Hispanic/Latino	49%		100%	20%		
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White	51%	100%		80%	100%	100%
	Female (included above)	1	1		1		
MANAGER	Black/African American					1	
	Hispanic/Latino	1					1
	Asian or Pacific Islander						1
	American Indian	1					
	Filipino					1	
	White			2		1	1
	Female (included above)	0		1			1
STAFF	Black/African American					2	
	Hispanic/Latino	1		6		1	7
	Asian or Pacific Islander						2
	American Indian	1					
	Filipino					3	
	White	2				6	5
	Female (included above)	1		1		2	9
TOTAL # OF EMPLOYEES		8	2	10	2	17	18
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Sole Proprietorship	Corporation	Corporation
County Certification							
	CBE						
	LSBE	x	x	x	x		x
Other Certifying Agency		State of California					

Community Business Enterprise Program Information

FIRM INFORMATION		Coast to Coast Business Equipment, Inc.	Computer & Peripherals Group	E.G. Brennan & Co.	En Pointe Technologies Sales, Inc	Evrex Coporation	Image 2000
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American						
	Hispanic/Latino	2%					
	Asian or Pacific Islander	2%	100%		100%	100%	
	American Indian						
	Filipino						
	White	96%		100%			100%
	Female (included above)	1	1		1		
MANAGER	Black/African American				13		
	Hispanic/Latino	2		1	5		1
	Asian or Pacific Islander		1		11	1	1
	American Indian						
	Filipino						1
	White	4		1	50	1	9
	Female (included above)	2		1	36	1	1
STAFF	Black/African American		3		82		4
	Hispanic/Latino	4	2	1	64	1	60
	Asian or Pacific Islander	8	4		79		
	American Indian						
	Filipino	2					6
	White	15	7	1	107	3	6
	Female (included above)	7	5		215		32
TOTAL # OF EMPLOYEES		39	18	5	414	6	90
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
County Certification							
	CBE						
	LSBE		x				
Other Certifying Agency		Minority/Disadvantaged			Minority		

Community Business Enterprise Program Information

FIRM INFORMATION		Intratek Computer, Inc.	K-Micro, Inc.	LA Copier, Inc.	MBE, Inc	McCluskey Companies, Inc.	Newport Office Equipment
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American	20%					
	Hispanic/Latino						
	Asian or Pacific Islander		100%	100%			
	American Indian						35%
	Filipino						15%
	White	80%			100%	100%	50%
	Female (included above)					2	
MANAGER	Black/African American	1					
	Hispanic/Latino	1			1	2	
	Asian or Pacific Islander		6	1			
	American Indian						
	Filipino	2					
	White	7					
	Female (included above)	5	1			2	
STAFF	Black/African American	28	2			3	
	Hispanic/Latino	21	23		3	6	2
	Asian or Pacific Islander	17	18	2	2	1	
	American Indian						
	Filipino	13	3				1
	White	82	9			5	
	Female (included above)	28	18	1	1	9	
TOTAL # OF EMPLOYEES		172	63	4	7	17	5
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
County Certification							
	CBE						
	LSBE		x	x	x		
Other Certifying Agency							

Community Business Enterprise Program Information

FIRM INFORMATION		Presstek, Inc.	Skill Office Machines, Inc.	Technofix, Inc.	Tek Media Group, Inc.	The Repair Store	Uni-laser Inc.
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American	Publicly Traded					
	Hispanic/Latino					100%	
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White		100%	100%	100%		100%
	Female (included above)						1
MANAGER	Black/African American						1
	Hispanic/Latino	1				1	1
	Asian or Pacific Islander						
	American Indian						
	Filipino		1				
	White	54		3	1	2	1
	Female (included above)	10				2	2
STAFF	Black/African American	11			1	2	1
	Hispanic/Latino	20	2		2		
	Asian or Pacific Islander	9			1	3	4
	American Indian	3					
	Filipino			1			
	White	315	1	5	6	2	4
	Female (included above)	79	1	1	2	2	4
TOTAL # OF EMPLOYEES		501	5	9	12	11	14
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Sole Proprietorship	Corporation
County Certification							
	CBE						
	LSBE		x				
Other Certifying Agency							

Community Business Enterprise Program Information

FIRM INFORMATION		Wiztec Incorporated	X, Inc.
Cultural/Ethnic Composition		% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American		
	Hispanic/Latino		99%
	Asian or Pacific Islander		
	American Indian		
	Filipino		
	White	100%	1%
	Female (included above)	1	
MANAGER	Black/African American		
	Hispanic/Latino	1	2
	Asian or Pacific Islander		
	American Indian		
	Filipino		
	White	1	2
	Female (included above)		1
STAFF	Black/African American		2
	Hispanic/Latino		4
	Asian or Pacific Islander		2
	American Indian		
	Filipino		2
	White	4	7
	Female (included above)		6
TOTAL # OF EMPLOYEES		8	21
BUSINESS STRUCTURE		Corporation	Corporation
County Certification			
	CBE		
	LSBE		x
Other Certifying Agency			

Solicitation and Contracting Opportunity Announcements

Bid Detail Information

Bid Number :	104243AW
Bid Title :	Small Office Equipment Maintenance Services
Bid Type :	Service
Department :	Internal Services Department
Commodity :	MAINT & REPAIR - TYPEWRITER
Open Date :	9/16/2010
Closing Date :	Continuous
Bid Amount :	$ 00,000
Bid Download :	Available
Bid Description :	The County of Los Angeles is seeking qualified companies to provide equipment maintenance services for various types of equipment situated throughout the County on a Time & Material (T&M) basis only.
Contact Name :	Angela Wu
Contact Phone# :	(323) 881-5178
Contact Email :	awu@isd.lacounty.gov
Last Changed On :	9/16/2010 10:08