



TOM TINDALL  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

*"To enrich lives through effective and caring service"*

Telephone: (323) 267-2101  
FAX: (323) 264-7135

August 20, 2013

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

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

16 August 20, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF  
INFORMATION TECHNOLOGY SUPPORT SERVICES MASTER AGREEMENTS AND  
EXTENSION OF TWO MASTER AGREEMENTS AND RELATED WORK ORDERS  
(ALL DISTRICTS - 3 VOTES)**

**SUBJECT**

Requesting approval to award and execute 12 master agreements under the Information Technology Support Services Master Agreement (ITSSMA) program and extend two (2) existing master agreements and related work orders.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director, Internal Services Department (ISD), or his designee, to execute 12 master agreements, substantially similar to Attachment 1, to provide information technology services under the ITSSMA program, with the companies listed on Attachment 2, following approval by your Board for an initial term of five (5) years with two (2) one-year extensions, and six (6) month-to-month extensions.
2. Authorize the Director, ISD or his designee to execute agreements with new vendors as the vendors become qualified throughout the term of the ITSSMA; exercise the renewal option extensions; execute individual work orders; suspend or terminate agreements for the administrative convenience of the County when vendors cease to be in administrative compliance (e.g., non-performance related issues, etc.); add or delete ITSSMA skill categories; extend Master Agreements with related Work Orders for up to 90 days past the expiration date of the recommended ITSSMA; and execute applicable agreement amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity.

3. Approve the extension of two (2) existing ITSSMAs and related work orders as indicated on Attachment 3.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

ISD administers the ITSSMA, which provides an effective and efficient means of acquiring information technology support service professionals to assist County departments with short-term information technology projects. The current Master Agreement expires on September 30, 2013, and there is a continuing need to obtain these professional services to assist the County in implementing technology projects and provide other needed information technology support. Recommendation number 1 requests approval and authority to award master agreements to the companies listed on Attachment 2 to allow ISD to continue the contracted services.

Recommendation number 2 requests that authority be delegated to the Director, ISD to execute agreements with newly qualified vendors; exercise ITSSMA renewal options; execute work orders; suspend or terminate agreements for administrative convenience; add or delete skill categories; extend Master Agreements and related work orders for up to 90 days beyond the ITSSMA expiration date to ensure that critical projects that may be in progress at the end of the term period are completed without interruptions or delays, and; execute applicable agreement amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity.

Recommendation number 3 requests authority to extend two (2) current ITSSMAs to complete services under two (2) related work orders. The ITSSMAs are with Sierra Systems Consultants, Inc., ITSSMA No. DL201 and Endeavor Systems Consultants, Inc., ITSSMA No. DL80. Extending the two (2) work orders will allow current services under the master agreements to continue without re-soliciting two ongoing projects, which can result in delays in services and increased costs. These ITSSMAs will continue under their current terms and conditions which differ slightly from the terms and conditions in the recommended ITSSMA. However, the extended ITSSMAs contain all of the County's terms and conditions which provide the County with appropriate protections. The work orders will not be extended or increased in dollar amounts without Board approval. Additional services will be re-solicited under the recommended ITSSMA. Additional services will be re-solicited under the recommended ITSSMA.

Professional services are competitively bid on a project-by-project basis to contractors who prequalify to provide services in specific information technology skill categories. The consulting services skill categories are listed in Attachment 4. From time to time, new skill categories are required to address information technology needs.

Your Board's approval of the proposed new ITSSMA will allow ISD and other County departments to continue to obtain information technology professional services. There will be an overlap in contract terms to effectuate the transition of existing work orders.

### **Implementation of Strategic Plan Goals**

The recommended action supports the County Strategic Plan - Goal 1, Operational Effectiveness and Goal 2 Fiscal Sustainability, by effectively managing County resources.

### **FISCAL IMPACT/FINANCING**

Expenditures under these agreements will vary from year to year based on the needs of County departments, who are responsible for ensuring they have adequate funding prior to requesting services under the ITSSMA. Funding for these services is included in ISD's and other County departments' Fiscal Year 2013-14 Adopted budget. Future funding will be requested in the budget as necessary for each annual term and any extensions.

Contractors will not be asked to perform services which exceed the amounts, scope of work and dates specified in each individual work order. As has been the policy under the current ITSSMA, departments will be required to notify your Board of any ITSSMA projects that exceed \$300,000 prior to work order execution or amendment.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms and conditions of the proposed master agreement have been approved as to form by County Counsel. The ITSSMA contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program.

Prior versions of the ITSSMA contained a provision that limits a Contractor's monetary liability for damages to County to the amount of the Work Order. Based on our past experience, this limitation has been sufficient to provide a reasonable and acceptable protection to the County. The recommended ITSSMA includes an added protection for County, limiting a Contractor's monetary liability to County for damages up to, and including, the total maximum amount of the applicable work order, or the insurance limits required in Paragraph 33.0 (Insurance Coverage) of the ITSSMA, whichever is greater.

The proposed ITSSMA are not subject to the County's Living Wage Program. County Code 2.121 does not apply to the ITSSMA as these agreements are for temporary and intermittent services, and the work performed by these consultants is highly technical in nature.

### **CONTRACTING PROCESS**

On March 28, 2013, ISD released a Request for Statement of Qualifications (RFSQ) for Information Technology Support Services Master Agreement services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5). Since the release of the RFSQ, 37 responses have been received and reviewed for compliance with the RFSQ. Each Statement of Qualifications (SOQ) was reviewed for compliance with the minimum requirement criteria stated in the RFSQ. Twelve companies were determined to be qualified and are being recommended for the ITSSMA. Additional vendors will be awarded master agreements as they become qualified during the term of the master agreement.

Award of a master agreement does not guarantee a vendor any minimum amount of business. The County only incurs an obligation as individual work orders are issued. All active contractors can bid on services and receive work order availability notices released in the ITSSMA categories where the contractor has been pre-qualified. Work order awards will be made to the lowest priced qualified contractor unless other selection criteria are set forth in the work order availability notice. Contractors certified as a Local Small Business Enterprise (LSBE) will receive the 8% LSBE preference on their individual work order bids.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will ensure that ISD and County departments continue to receive information technology professional services.

**CONCLUSION**

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to the Director, ISD.

Respectfully submitted,



TOM TINDALL

Director

TT:JS:YY

Enclosures

c: Chief Executive Officer  
County Counsel  
Chief Information Office



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**INTERNAL SERVICES DEPARTMENT**

**AND**

**(CONTRACTOR)**

**FOR**

**INFORMATION TECHNOLOGY SUPPORT  
SERVICES MASTER AGREEMENT  
(ITSSMA)**

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## **EXHIBITS**

**EXHIBIT A:** INFORMATION TECHNOLOGY SUPPORT SERVICES MASTER AGREEMENT SKILL CATEGORIES

**EXHIBIT B:** SAMPLE WORK ORDER SOLICITATION (TIME AND MATERIALS AND FIXED PRICE PER DELIVERABLE)

**EXHIBIT C:** SAMPLE WORK ORDER (TIME AND MATERIALS AND FIXED PRICE PER DELIVERABLE) AND ATTACHMENTS

### **ATTACHMENTS TO SAMPLE WORK ORDER**

- **ATTACHMENT 1** – SAMPLE STATEMENT OF WORK
- **ATTACHMENT 2** – CERTIFICATION OF NO CONFLICT OF INTEREST
- **ATTACHMENT 3** – CERTIFICATION OF EMPLOYEE STATUS
- **ATTACHMENT 4** – CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT
- **ATTACHMENT 5** – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT
- **ATTACHMENT 6** – INDIVIDUALS ASSIGNMENT AND TRANSFER OF COPYRIGHT
- **ATTACHMENT 7** – CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- **ATTACHMENT 8** – SCHEDULE A – NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

**EXHIBIT D:** COUNTY'S ADMINISTRATION

**EXHIBIT E:** CONTRACTOR'S ADMINISTRATION

**EXHIBIT F:** CONTRACTOR'S EEO CERTIFICATION

**EXHIBIT G:** CONTRACTOR'S ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

**EXHIBIT H:** JURY SERVICE ORDINANCE

**EXHIBIT I:** CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

**EXHIBIT J:** SAFELY SURRENDERED BABY LAW

**EXHIBIT K:** IRS NOTICE 1015

**EXHIBIT L:** DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**EXECUTED WORK ORDER(S):** INCORPORATED BY REFERENCE

**SAMPLE MASTER AGREEMENT**  
**BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**(CONTRACTOR)**  
**FOR**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

This Master Agreement and Exhibits is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) by and between the County of Los Angeles, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Contractor”, to provide the County's Internal Services Department (ISD) with qualified professional information technology support services.

**RECITALS**

WHEREAS, California Government Code Section 31000, authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the County may contract with private businesses for information technology support services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing information technology support services in the specific Skill Categories in which the Contractor is qualified; and

WHEREAS, the Board of Supervisors has authorized the Director of ISD or his or her designee, to administer this Master Agreement, execute new Master Agreements, and terminate Master Agreements,

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K and L 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:

**EXHIBITS:**

**1.1 EXHIBIT A** – Information Technology Support Services Master Agreement Skill Categories

**1.2 EXHIBIT B** – Sample Work Order Solicitation (Time and Materials and Fixed Price Per Deliverable)

**1.3 EXHIBIT C** – Sample Work Order (Time and Materials and Fixed Price Per Deliverable) and Attachments

**1.3.1 Attachments to Sample Work Order:**

- **Attachment 1:** Sample Statement of Work

**1.3.2 Forms Required Prior to the Commencement of Each Work Order:**

- **Attachment 2:** Certification of No Conflict of Interest
- **Attachment 3:** Certification of Employee Status
- **Attachment 4:** Contractor Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement
- **Attachment 5:** Contractor Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement

**1.3.3 Forms Required at the Completion of Each Work Order Involving Intellectual Property that is Developed/Designed by Contractor:**

- **Attachment 6:** Individuals Assignment and Transfer of Copyright
- **Attachment 7:** Contractor's Assignment and Transfer of Copyright
- **Attachment 8:** Schedule A – Notary Statement for Assignment and Transfer of Copyright

- 1.4 **EXHIBIT D** – County's Administration of Master Agreement
- 1.5 **EXHIBIT E** – Contractor's Administration
- 1.6 **EXHIBIT F** – Contractor's EEO Certification
- 1.7 **EXHIBIT G** – Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement
- 1.8 **EXHIBIT H** – Jury Service Ordinance
- 1.9 **EXHIBIT I** – Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH)
- 1.10 **EXHIBIT J** – Safely Surrendered Baby Law
- 1.11 **EXHIBIT K** – IRS Notice 1015
- 1.12 **EXHIBIT L** – Defaulted Property Tax Reduction Program
- 1.13 **Executed Work Order(s)** – Incorporated herein by this reference.

This Master Agreement, Exhibits, Attachments, and executed Work Order(s) hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.0 (Amendments and Change Notices) and signed by both parties.

## 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 ISD and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document. A Qualified Contractor shall become inactive if the insurance has lapsed or another mandatory requirement(s) have not been satisfied.

- 2.2 Contractor Personnel/ Consultant:** The individual(s) performing work on Work Order(s) on behalf of and under the exclusive control of the Contractor and includes, Contractor's employees or individuals otherwise retained by Contractor to perform work on Work Order(s). As used herein, the terms Contractor Personnel and Consultant may be used interchangeably throughout this document.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor whose responsibilities are set forth in Paragraph 7.1 (Contractor's Project Manager). Refer to Exhibit E (Contractor's Administration of Master Agreement), for designated Contractor Project Manager(s).
- 2.4 County Master Agreement Program Director (MAPD):** The individual designated by Director of ISD whose authority and responsibilities are set forth in Paragraph 6.2 (County Master Agreement Program Director). Refer to Exhibit D (County's Administration) for the designated MAPD.
- 2.5 County's Work Order Project Managers:** The individual designated as chief contact person whose responsibilities are set forth in Paragraph 6.3 (County's Work Order Project Manager). The County's Work Order Project Manager will be specified in each Work Order.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Director:** Director of Internal Services Department (ISD), or his or her designee.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 Fixed Price Per Deliverable:** A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specified fixed price, and delivered per a specific schedule
- 2.10 Master Agreement:** A County agreement executed between County and individual Contractors. The Master Agreement includes those documents described in Paragraph 1.0 (Applicable Documents) and sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 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 for one or more of the Skill Categories defined in Exhibit A (Information Technology Support

Services Master Agreement Skill Categories); and has an executed Master Agreement with the Internal Services Department.

- 2.12 Request For Statement of Qualifications (RFSQ):** An open and continuous solicitation for IT Support Services Contractors.
- 2.13 Skill Categories:** The areas of technical specialization and the associated skills and experience described in Exhibit A (Information Technology Support Services Master Agreement Skill Categories) which comprise the services that the County will be soliciting from Qualified Contractors during the term of the Master Agreement.
- 2.14 Special Requirement Rate:** The Special Requirement Rate is only valid for Skill Category 12 which the County will pay Qualified Contractors for hours worked beyond an aggregate of forty (40) hours in a week. In these instances, the County will pay for hours worked beyond the aggregate of forty (40) hours in a week at the Contractor's Special Requirement Rate set forth in the Work Order, regardless if the hours were worked in excess of eight (8) hours in one day.
- 2.15 Statement of Qualifications (SOQ):** A vendor's written description and proof of requisite experience that qualifies vendor's to provide services in any of the ITSSMA Categories.
- 2.16 Statement of Work:** A written description of duties and/or tasks and deliverables desired by the County under a specific Work Order. Statements of Work shall be incorporated into each Work Order to be performed by the Contractor awarded the Work Order.
- 2.17 Time and Materials:** The services provided by the Contractor to the County on the basis of direct labor hours at the specified fixed hourly rate(s) set forth in each Work Order, that include wages, overhead, general and administrative expenses, and profit.
- 2.18 Work Order:** Work Order, used interchangeably with executed Work Order, is a subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids solicited by way of a Work Order Solicitation and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, the County shall select the lowest price, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

**2.19 Work Order Solicitation (WOS):** Competitive solicitation, structured on a Time and Materials and/or Fixed Price Per Deliverable basis, containing the Statement of Work, evaluation and selection criteria, and any other relevant information necessary for Qualified Contractors to bid on a Work Order. The Work Order Solicitation will be sent to the Qualified Contractors in the respective Skill Categories. The Work Order Solicitation may result in the award of a Work Order for the services identified in the Work Order Solicitation.

**2.20 Work Schedules:** One (1) of the following work schedules, according to individual County department policy, excluding County holidays, which Contractor's shall be required to adhere to if awarded a Work Order:

- **5/40** – Eight (8) hours per day, normally Monday through Friday, with start and end times departmentally established.
- **9/80** – Nine (9) hours per day, flexibly arranged, for eight (8) working days in a two (2) week period plus eight (8) hours, arranged per department policy, on the ninth (9<sup>th</sup>) working day and the tenth (10<sup>th</sup>) day off.
- **4/40** – Ten (10) hours per day, on four (4) fixed working days each week, with start and end times departmentally established.
- **Alternate Work Schedules** – On occasion, Contractor's personnel may be required to work alternate work schedules that deviate from the 5/40, 9/80, and 4/40 work schedules. These alternate work schedules may require flexible hours, nights, weekends and holidays be worked.

The applicable Work Schedule will be identified in each Work Order Solicitation and the resultant Work Order. In the event that there is a discrepancy between the hours outlined in this definition and in the Work Order, the hours set forth in the Work Order shall prevail.

**2.21 Total Maximum Amount:** The maximum monetary amount specified as payable to Contractor on a Work Order.

### **3.0 WORK**

**3.1** Qualified Contractors shall provide Consultants to provide temporary and intermittent professional services as provided herein. Consultants are prohibited from bidding on ITSSMA Work Orders for three (3) months after an engagement.

- 3.2** These professional services are competitively bid among Qualified Contractors in specific Skill Categories on a project by project basis. ITSSMA is not for design-bid-build projects that are completed in phases or require services that are not short-term or temporary and intermittent. ITSSMA is also not a vehicle to procure materials of any kind.
- 3.3** County may solicit bids or proposals for work encompassed within one or more of the Skill Categories set forth in Exhibit A (Information Technology Support Services Master Agreement Skill Categories). The County will issue Work Order Solicitations and award Work Orders in accordance with this Paragraph 3.0. In response to such Work Order Solicitations, Qualified Contractors shall bid or propose qualified personnel to satisfy the County's stated requirements. For Work Order(s) awarded to Contractor under this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work, pursuant to the provisions of this Master Agreement and in accordance with subsequent Work Order(s), as set forth herein.
- 3.4** No Qualified Contractor may submit a bid or proposal for any Work Order Solicitation for which it wrote, prepared or otherwise assisted the County in preparing such Work Order Solicitation.

**3.5 WORK ORDER SOLICITATIONS AND AWARD PROCESS**

- 3.5.1 County shall issue a Work Order Solicitation, via any electronic means, to all Qualified Contractors within the respective Skill Category(ies).
- 3.5.2 The Work Order Solicitation will be either on a Time and Materials basis and/or Fixed Price Per Deliverable basis as set forth in Exhibit B (Sample Work Order Solicitation) and shall contain a Statement of Work describing in detail the particular County project and the work that the selected Qualified Contractor will be required to performed. Each Work Order Solicitation may also include the following:
- Duration of the Work Order
  - Work Location(s)
  - Work Schedule(s)
  - Parking
  - Travel Information
- 3.5.3 For any Work Order Solicitation, interested Qualified Contractors within the respective Skill Category(ies) shall:



1. Propose a team of qualified candidates or an individual candidate as requested by the County, for Time and Material or Fixed Price Per Deliverable Work Order Solicitations. If the Work Order Solicitation requests a team of qualified candidates; Contractor shall only be allowed to propose one (1) complete team of candidates pursuant to the Work Order Solicitation and the Statement of Work, unless otherwise stated. In these instances, proposing three (3) qualified candidates for each team member will not be accepted. If the Work Order Solicitation requests an individual candidate; Contractor may propose up to three (3) qualified candidates.
2. Submit a resume on Qualified Contractor's letterhead for each proposed candidate/proposed team member; ensure name on resume is candidates' legal name as it appears on their social security card or any other government issued ID. Failure to submit resumes on company letterhead will result in the proposed candidate/proposed team member being disqualified without further consideration.
3. Submit the hourly rate(s) for each proposed candidate or a blended hourly rate for the team of candidates as required in the Work Order Solicitations and the Statement of Work.
4. Submit signed certification that proposed candidate(s) has given written permission to Qualified Contractor to submit resume in response to Work Order Solicitation.
5. For Fixed Price Per Deliverable Work Order Solicitations, submit the Fixed Price Per Deliverable quotation as required in the Work Order Solicitation and the Statement of Work.
6. Submit any other requested information as set forth in the Work Order Solicitation and the Statement of Work.
7. Submit the required documentation, collectively the bid or proposal, to the County by the bid submission deadline, to the address, and in the delivery manner (e.g. electronic, hard copy, etc.) set forth in the Work Order Solicitation.
8. Failure to submit the bid or proposal by the bid submission deadline to the appropriate destination as set forth in the Work Order Solicitation may immediately disqualify Contractor from further consideration for that particular Work Order.

- 3.5.4 The submission of, and responses to, questions may be allowed as specified in the Work Order Solicitation.
- 3.5.5 All candidates proposed by Contractor are subject to both a reference check and a background and security investigation by the County pursuant to Paragraph 7.5 (Background and Security Investigations).
- 3.5.6 The evaluation methodology for Time and Materials based Work Order Solicitations requires the selection of the lowest priced qualified bid.
- 3.5.7 The evaluation methodology for Fixed Price Per Deliverable Work Order Solicitations may be the selection of the lowest cost/priced qualified proposal. Using this process, the County shall select the proposal that the County deems to be in the overall best interest of the County based on predetermined evaluation criteria, which will be described in the Work Order Solicitation.
- 3.5.8 Qualified Contractor's shall ensure that the proposed candidate(s) are available for an interview by the County within three (3) business days after notification to Contractor of the County's intent to interview such candidate. Failure to produce the proposed candidate(s) for an interview within this time frame may disqualify Contractor from further consideration for the particular Work Order.
- 3.5.9 Upon the completion of candidate interviews and evaluations, the County will notify all Qualified Contractors who responded to the Work Order of the County's intent to execute the Work Order with the lowest priced Qualified Contractor unless the Work Order Solicitation specified bid evaluation criteria other than lowest price.
- 3.5.10 Contractors Personnel selected for a Work Order must be available to meet with the County and/or commence work on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for replacement of Consultant from the particular Work Order as determined in the sole discretion of the MAPD. In the event Contractor fails to meet the requirements set forth in this Paragraph 3.5.10, for three (3) incidents within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 50.2 (Termination for Convenience).
- 3.5.11 The County reserves the right, in its sole discretion, to cancel a Work Order Solicitation at any point in the solicitation process. At

no time will Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order Solicitation.

- 3.5.12 Contractors acknowledge that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Qualified Contractors under this Master Agreement.

### **3.6 WORK ORDER PROCESS**

- 3.6.1 Work Orders shall generally conform to Exhibit C (Sample Work Order), depending on whether the particular Work Order is a Time and Materials Work Order or on a Fixed Price Per Deliverable Work Order which will be determined by County. Each Work Order will include a Statement of Work, which will describe the particular project and the work required for the performance thereof in detail. Payment for all work shall be either on a Time and Materials basis or on a Fixed Priced Per Deliverable basis, subject to the Total Maximum Amount specified in each individual Work Order.
- 3.6.2 County will not pre-pay Work Orders.
- 3.6.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order requirements or expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.3 (Amendments to Work Orders), these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.6.4 For all Contractor Personnel selected to perform on a Work Order, Contractor shall complete Attachment 2 (Certification of No Conflict of Interest) to Exhibit C (Sample Work Order), certifying that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for such Work Order is within the purview of County Code Section 2.180.010. This Certification shall be submitted with the Work Order at the time the Work Order is to be executed.
- 3.6.5 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Attachment 4 (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) to Exhibit C (Sample Work Order). Such Attachment

4 for Contractor's employee(s) shall be signed and submitted to the County prior to the execution of each Work Order in accordance with Paragraph 7.6 (Confidentiality and Security).

- 3.6.6 Failure by Contractor to submit the required forms set forth in Paragraph 3.0, properly completed and prior to beginning work on a Work Order shall result in termination of Contractor's Work Order.
- 3.6.7 Any failures by Contractor to submit proper and timely required forms, or the receipt by County of evidence that any such forms are false shall be cause for termination of Contractor's Master Agreement in accordance with Paragraph 50.0 (Termination of Master Agreement).
- 3.6.8 For work performed at County facilities, Contractor services shall be provided during one of the Work Schedules as defined in Paragraph 2.20 (Work Schedules), unless emergencies or specifically stated requirements dictate otherwise. Contractor Personnel may be required to work more than forty (40) hours in a week to complete project requirements. Any time worked beyond an aggregate of forty (40) hours in a week, will be paid by County at Contractor's hourly rate set forth in the Work Order, regardless if the hours were worked in excess of eight (8) hours in one day.

The only exception to this rule is work performed under Skill Category 12 in which case a Special Requirement Rate will be paid for hours worked beyond an aggregate of forty (40) hours in a week. In these instances, County will pay for hours worked beyond the aggregate of forty (40) hours in a week at the Contractor's Special Requirement Rate set forth in the Work Order, regardless if the hours were worked in excess of eight (8) hours in one day. This Special Requirement Rate will be on a case by case basis and will be explicitly set forth in each Work Order. Therefore, when Contractors submit proposed rates for Skill Category 12 Work Order Solicitations, all costs including any potential Special Requirement Rate should be included.

- 3.6.9 Contractor Personnel may be assigned to work at any location within the County of Los Angeles where services may be required. However, the most common and probable work locations include Los Angeles, Downey, and Norwalk. Each Work Order will specify the work location.
- 3.6.10 County may, furnish Contractor software, related technical documentation, and use of computing facilities generally

necessary for the work performance. Any and all such items remain County property.

- 3.6.11 In the event Contractor Personnel are required to use privately owned vehicles as part of their work assignments, such Contractor Personnel may be reimbursed for mileage and parking expense(s) at predefined County rates. At the discretion of the County, each Work Order will explicitly state whether such travel reimbursement is offered.
- 3.6.12 Contractor shall be responsible for, shall maintain approved auto liability insurance at the required limits for, and shall indemnify County for, all damages, losses, and liabilities in connection with Contractor Personnel operating any vehicle on County approved business pursuant to Paragraphs 31.0 (Indemnification), 32.0 (General Provisions for all Insurance Coverage) and 33.0 (Insurance Coverage).

### **3.7 TIME AND MATERIAL WORK ORDER SPECIFICS**

- 3.7.1 Contractor Personnel selected to perform on a Time and Materials Work Order **shall** be employees of the Contractor.

### **3.8 FIXED PRICE PER DELIVERABLE WORK ORDER SPECIFICS**

- 3.8.1 Contractor Personnel selected to perform on a Fixed Price Per Deliverable Work Order **may** be employees of Contractor, as provided in Paragraph 49.0 (Subcontracting).
- 3.8.2 For Contractor Personnel who are Contractor employees selected to perform on a Fixed Price Per Deliverable Work Order, Contractor shall complete Attachment 3 (Certification of Employee Status) to Exhibit C (Sample Work Order), listing all Contractor employees performing on the Work Order. This certification shall be submitted with the Work Order at the time the Work Order is to be executed.
- 3.8.3 Pursuant to Paragraph 7.6 (Confidentiality and Security), before performing work on a Fixed Price Per Deliverable Work Order, Contractor Personnel who are **not** employees of Contractor, but have otherwise been retained to perform work on a Fixed Price Per Deliverable Work Order **only**, shall be required to complete, sign, and adhere to the provisions of Attachment 5 (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) to Exhibit C (Sample Work Order). Such Attachment 5 for Contractor's non-employee(s) shall be signed

and submitted to the County prior to the execution of each Work Order.

## **4.0 TERM OF MASTER AGREEMENT**

### **4.1 INITIAL TERM**

This Master Agreement shall go into effect upon the effective date following execution by the Director of the ISD or his or her designee, as authorized by the Board of Supervisors, and shall expire on September 30, 2018, unless sooner extended or terminated, in whole or in part, as provided herein.

### **4.2 RENEWAL OPTIONS**

The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year option periods and six (6) month to month extensions, for a potential maximum total Master Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director of ISD or his or her designee, as authorized by the Board of Supervisors. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purpose, including determining whether the County will exercise a contract term extension.

#### **4.2.1 1<sup>st</sup> Renewal Option**

If applicable and if exercised, the first (1<sup>st</sup>) one-year option period shall go into effect on October 1, 2018, and shall expire on September 30, 2019, unless sooner extended or terminated, in whole or in part, as provided herein.

#### **4.2.2 2<sup>nd</sup> Renewal Option**

If applicable and if exercised, the second (2<sup>nd</sup>) one-year option period shall go into effect on October 1, 2019, and shall expire on September 30, 2020, unless sooner extended or terminated, in whole or in part, as provided herein.

### **4.3 EXPIRATION NOTIFICATION**

Contractor shall notify ISD 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 ISD at the address herein provided in Exhibit D (County's Administration of Master Agreement).

#### **4.4 MASTER AGREEMENT EXTENSION**

Notwithstanding any other provision of Paragraph 4.0 (Term of Master Agreement), a Work Order executed prior to the expiration date of this Master Agreement may be executed with an expiration date up to ninety (90) days past the expiration date of this Master Agreement in order to complete a critical project that may be in progress at the end of the Master Agreement term without interruption. Any such Work Order shall automatically extend this Master Agreement's expiration date up to ninety (90) days or up to the Work Order expiration date, whichever occurs first. Such extended Master Agreement expiration date shall only be applicable to such Work Order and shall not extend the expiration date for any other purposes whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

#### **5.0 CONTRACT SUM**

**5.1** Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. 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 County Department's 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.

5.2.1 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, company name change, 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 each Work Order either: (1) monthly, if performed on a Time and Materials basis or (2) by deliverable, if performed on a Fixed Price Per Deliverable basis, refer to Attachment 1 (Sample Statement of Work) to Exhibit C (Sample Work Order).
- 5.4.2 Payment for all work shall be on either a Time and Materials basis or a Fixed Price Per Deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 35.0 (Liquidated Damages).
- 5.4.3 County shall not pay Contractor for any Special Requirement Rate, except as set forth in Paragraph 3.6.8 as it relates to Skill Category 12, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, potential overtime costs, etc., unless otherwise indicated in the Work Order.
- 5.4.4 Contractor shall be responsible for monitoring and controlling the number of hours worked by Contractor Personnel assigned to individual Time and Materials Work Orders. In the case of Fixed Price Per Deliverable Work Orders, Contractor shall be responsible for monitoring and controlling the tasks and deliverables as specified in the Work Orders. Contractor shall ensure that Contractor Personnel do not work beyond a Work Order expiration date. Contractor shall ensure that the billable work on a Work Order does not exceed the Total Maximum Amount as set forth in each Work Order. Further, Contractor shall ensure that Contractor Personnel who perform work on a Work Order are specified in that Work Order.
- 5.4.5 Contractor shall be liable and responsible for payment of any and all taxes arising from and/or applying to any and all tasks,



deliverables, goods, services, and/or others work performed on Work Orders under this Master Agreement except for sales taxes due to the State of California, if any, for software updates on tangible media. Contractor shall invoice the County for such taxes as part of Contractor's monthly and/or deliverable billing, and Contractor shall pay such taxes collected in this manner to the State of California.

5.4.6 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Project Manager, or his or her designee, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.7 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.4.8 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

1. Time and Materials Work Orders:

Each invoice submitted by Contractor shall specify:

- County issued Work Order number;
- Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of Consultant who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

2. Fixed Price Per Deliverable Work Orders:

Each invoice submitted by Contractor shall specify:

- County issued Work Order number;
- Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of Consultant who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the

deliverable(s), and the individual amount being billed for each deliverable; and

- The total amount of the invoice.

#### **5.4.9 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### **6.0 COUNTY ADMINISTRATION OF MASTER AGREEMENT**

County's Administrative Personnel are listed in Exhibit D (County's Administration of Master Agreement). The County will notify the Contractor, in writing, of any change in the names or addresses of County's administration specified in Exhibit D (County's Administration of Master Agreement).

#### **6.1 DIRECTOR OF ISD**

The Director of ISD or his or her designee, shall have the authority to execute new Master Agreements with vendors that have met the qualifications in one or more Skill Categories and have been selected to become a Qualified Contractor, and terminate Master Agreements in accordance with Paragraph 50.0 (Termination of Master Agreement).

#### **6.2 COUNTY MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)**

6.2.1 County's MAPD, or his or her designee, is responsible for the administration of this Master Agreement ensuring that Contractors are in compliance with the terms and conditions of this Master Agreement and that the objectives of this Master Agreement are met.

6.2.2 The MAPD has the authority to negotiate and recommend all changes to this Master Agreement; approve and execute Work Order Solicitations, Addenda, Work Orders, and Work Order Amendments (in accordance with Paragraph 8.3 (Amendments to Work Orders)); add or delete Skill Categories in accordance with Paragraph 8.2 (Change Notices to Master Agreement), maintain and update all records related hereto; and resolve disputes between ISD and/or County departments and the Contractor.

6.2.3 The MAPD is the County's chief contact person with respect to the day-to-day administration of this Master Agreement and will

generally be the first person for Contractor to contact with any questions.

### **6.3 COUNTY'S WORK ORDER PROJECT MANAGER**

6.3.1 A Work Order Project Manager will be assigned to each Work Order and will be responsible for the administration of the Work Order. The Work Order Project Manager will be responsible for coordinating the Work Order project, ensuring that the Work Order's objectives are met, will act as County's primary contact and responsible for the day-to-day administration of each Work Order. The Work Order Project Manager shall be specified in, and specific to, each Work Order.

6.3.2 The Work Order Project Manager will be responsible for ensuring that the technical standards and task requirements specified in each Work Order are complementary to each other and shall provide on request any information, coordination, documentation, and/or materials as may be reasonably required by Contractor to perform Work Orders;

- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Project Manager's specific projects, and for
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.3 County's Work Order Project Managers are **not authorized** to make any changes in Work Order hourly rates, dollar totals, periods of performance, or in the terms and conditions of the Work Order or this Master Agreement, except through formally prepared Work Order Amendments executed by either the MAPD as set forth in Paragraph 8.3 (Amendments to Work Orders).

### **7.0 CONTRACTOR ADMINISTRATION OF MASTER AGREEMENT**

Contractor's Administrative Personnel are listed in Exhibit E (Contractor's Administration). The Contractor shall notify the County, in writing, of any change in

the names or addresses of Contractor's administration specified in Exhibit E (Contractor's Administration) and shall submit a revised Exhibit E (Contractor's Administration).

Contractor shall notify the County of any changes to Exhibit E (Contractor's Administration) in accordance with Paragraph 43.0 (Notices) and shall submit a revised Exhibit E (Contractor's Administration) to the County. Such revised Exhibit E (Contractor's Administration) shall be incorporated into the Master Agreement by this reference.

## **7.1 CONTRACTOR'S PROJECT MANAGER**

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

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 Work Order Project Managers on a regular basis with respect to all active Work Orders.

## **7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit E (Contractor's Administration). 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 PERSONNEL**

7.3.1 County has the absolute and ongoing right to approve or disapprove all of Contractor's Personnel performing work hereunder and any proposed changes in Contractor's Personnel, including, but not limited to, Contractor's Project Manager and Contractor's Project Director.

7.3.2 Subsequent to approval, and at the County's sole discretion, County may disapprove Contractor's Personnel and may require the replacement of such personnel with reasonable justification as determined by County. Reasonable justification may include, but is

not limited to, change in project priorities, scope, or cost, change in County policies, need for fewer or different personnel, personnel difficulties, performance difficulties, perceived or actual conflicts of interest, or other perceived or actual ethical, legal, or non-legal difficulties.

- 7.3.3 Contractor shall not replace, remove, or reassign, any Contractor Personnel who have been approved by County and assigned to a Work Order without the prior written approval by County's Work Order Project Manager. The only allowed exceptions to this provision are instances of serious illness, death, employment termination, and other such causes beyond Contractor's control.
- 7.3.4 If Contractor desires, or is obliged, to replace, remove, or reassign any Contractor Personnel from a Work Order, Contractor shall furnish County's Work Order Project Manager with a written notice of such intention within three (3) business days of Contractor's determination to take such action. In no event shall Contractor proceed with a discretionary replacement, removal, or reassignment without the advance prior written approval of County's Work Order Project Manager, notwithstanding the exceptions set forth in Paragraph 7.3.3.
- 7.3.5 In the event that the County approves Contractor to proceed with a replacement of Contractor's Personnel for a Work Order, whether it is a Time and Materials or Fixed Price Per Deliverable Work Order, Contractor shall provide the County with the following:
- Within five (5) business days, propose an equally qualified replacement(s) who meets the minimum qualifications specified in the Work Order.
  - Resume of the proposed replacement(s) on Qualified Contractor's letterhead.
  - An opportunity to interview the proposed replacement(s).
  - Proposed replacement(s) whose hourly rate(s) shall not be greater than the hourly rate(s) specified in the Work Order.
  - In the event that Contractor is unable to find a replacement(s), the County will terminate the Work Order and may rebid the entire solicitation to all current Qualified Contractors in the respective Skill Category(ies).

- 7.3.6 All County approved replacement(s) will be effectuated by way of a Work Order Amendment as set forth in Paragraph 8.3 (Amendments to Work Orders).
- 7.3.7 Work Orders issued under this Master Agreement are contracts with Qualified Contractors, not with specific individuals. Therefore, individuals transferring from one Qualified Contractor to another Qualified Contractor during the course of a Work Order, may not under any circumstance, transfer the Work Order(s) with the Consultant. In the event that Contractor loses personnel assigned to a Work Order, Contractor shall adhere to the personnel replacement process set forth in this Paragraph 7.3.

#### **7.4 CONTRACTOR'S PERSONNEL IDENTIFICATION**

- 7.4.1 All of Contractor's Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor shall be responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor's Personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one (1) business day when Contractor's Personnel is terminated from a Work Order(s) issued under this Master Agreement. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor's Personnel, Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has been removed from working on a Work Order(s) issued under this Master Agreement.

#### **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.5.1 Each of Contractor's Personnel performing services on a Work Order(s) issued under this Master Agreement, 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 such Work

Order. However, County reserves the right to use higher standards for Contractor's Personnel for individual projects, or portions thereof, and/or access to specific locations. 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 Contractor's Personnel passes or fails the background investigation.

- 7.5.2 If a member of Contractor's Personnel does not pass the background investigation, County will request that the Contractor's staff be immediately removed from performing services under Work Order(s) at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's Personnel 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 of Contractor's Personnel 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 of Contractor's Personnel 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 Master Agreement.

## **7.6 CONFIDENTIALITY AND SECURITY**

- 7.6.1 Contractor and Contractor's Personnel shall protect the security and maintain the confidentiality of all records, materials, documents, data, and/or other information received, obtained and/or produced under the provisions of this Master Agreement, 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, materials, documents, data, and/or other information from loss, damage, and/or unauthorized dissemination by any cause, including but not limited to fire and theft.
- 7.6.2 Contractor shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait,

feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in County's computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by County, without County's prior written approval.

- 7.6.3 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.
- 7.6.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.5 Contractor shall sign and adhere to the provisions of the Contractor's Acknowledgement, Confidentiality and Copyright Assignment Agreement (Exhibit G).
- 7.6.6 Contractor shall ensure that only those employees and/or non-employees required to perform the services covered by this Master Agreement have access to County records, materials, documents, data, and/or other information. All records, materials, documents, and/or other information of any kind obtained from County and all reports developed by Contractor and/or its subcontractors under this Master Agreement are confidential to and are solely the property of the County.



7.6.7 Contractor shall take the steps necessary to ensure that confidential records, materials, documents, data, and/or other information of any kind obtained from County shall not be copied reproduced by any method without the express, written approval of the County's MAPD.

## **8.0 AMENDMENTS AND CHANGE NOTICES**

### **8.1 AMENDMENTS TO MASTER AGREEMENT**

#### **8.1.1 Board of Supervisors/Chief Executive Office Changes**

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 or her designee.

#### **8.1.2 Master Agreement Amendments**

1. In accordance with Paragraph 9.0 (Assignment and Delegation), any assumption, assignment, delegation, company name change 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, company name change or any other mechanism, under the Master Agreement, shall be done pursuant to an Amendment to the Master Agreement that is prepared by County and executed by the Contractor and the Director of ISD or his or her designee. Such Amendment will be prepared only after County has granted its prior written approval.
2. Notwithstanding any other provisions of this Paragraph 8.1, for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this Master Agreement, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of ISD or his or her designee.

### 3. Extensions of Term

The Director of ISD or his or her designee may, at his or her sole discretion, authorize the MAPD to extend this Master Agreement in accordance with 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. An extension of time may be granted via an Amendment to the Master Agreement that is prepared by County and executed by the Contractor and the Director of ISD or his or her designee.

### 4. Addition/Deletion of Skill Categories

Throughout the term of this Master Agreement the MAPD or his or her designee may, at his or her sole discretion, add to or delete from the Skill Categories set forth in Exhibit A (Information Technology Support Services Master Agreement Skill Categories). To add or delete Skill Categories, an Amendment to the Master Agreement will be prepared by County and executed by the Contractor and the Director of ISD or his or her designee.

## **8.2 CHANGE NOTICES TO MASTER AGREEMENT**

### 8.2.1 Master Agreement Changes

Notwithstanding any other provisions of this Paragraph 8.2, for any change which does not affect the scope of work, term, payments, any condition or any rights or obligations of this Master Agreement, a Change Notice shall be prepared by County and executed by the Contractor and the MAPD or his or her designee.

## **8.3 AMENDMENTS TO WORK ORDERS**

For any Work Orders issued under this Master Agreement by ISD, changes that affect the Statement of Work, hourly rates, Total Maximum amount, deliverable prices, changes extending the period of performance of any Work Order, and/or changes substituting or modifying the assignment of Contractor Personnel, a Work Order Amendment shall be prepared and executed by the Contractor and the MAPD or his or her designee.

## **9.0 ASSIGNMENT AND DELEGATION**

**9.1** 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 any assignment and/or delegation, County consent shall require a written Amendment to the Master Agreement, in accordance with Paragraph 8.1 (Amendments to 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.

- 9.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 9.3** Any assumption, assignment, delegation, company name change, 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, company name change, 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.

## **10.0 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.

## **11.0 COMPLAINTS**

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

- 11.1 Upon County's request, Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 11.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 11.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 11.4 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.
- 11.5 The Contractor shall conduct a preliminary investigation of all complaints and notify the County's Work Order Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.6 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 as set forth in Contractor's County-approved policy in accordance with Paragraph 11.1.
- 11.7 Copies of all written responses shall be sent to the County's Work Order Project Manager within three (3) business days of mailing to the complainant.

## **12.0 COMPLIANCE WITH APPLICABLE LAW**

- 12.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 12.2 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 12.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

### **13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

### **14.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

#### **14.1 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 H (Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

#### **14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

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

that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

14.2.2 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.

14.2.3 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.

14.2.4 Contractor's violation of this 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.

## **15.0 CONFLICT OF INTEREST**

**15.1** 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.

**15.2** 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 Paragraph 15.0 shall be a material breach of this Master Agreement.

## **16.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this 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.

## **17.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**17.1** 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.

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

## **18.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **18.1 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.

### **18.2 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **18.3 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.



## **18.4 CONTRACTOR HEARING BOARD**

- 18.4.1 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.
- 18.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 18.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 18.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5)

years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

## **18.5 SUBCONTRACTORS OF CONTRACTOR**

These terms shall also apply to Subcontractors of County Contractors.

## **19.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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](http://www.babysafela.org).

## **20.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

**20.1** 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.

- 20.2** 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).

**21.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 21.1** 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.
- 21.2** 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.

**22.0 CONTRACTOR'S WARRANTY AGAINST CONTINGENT FEES**

- 22.1** 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.
- 22.2** 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.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

- 23.1** 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.
- 23.2** 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.

## **24.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 24.1** 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.
- 24.2** 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.

## **25.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 25.1** 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.
- 25.2** 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.

## **26.0 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile and other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments, Work Order Amendments, and Change Notices prepared pursuant to Paragraph 8.0 (Amendments and Change Notices), and Work Orders prepared and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments, Work Order Amendments, Change Notices, and Work Orders 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.

## **27.0 FAIR LABOR STANDARDS**

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

## **28.0 FORCE MAJEURE**

**28.1** 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 paragraph as "force majeure events").

**28.2** 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 paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**28.3** 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.

## **29.0 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.

## **30.0 INDEPENDENT CONTRACTOR STATUS**

**30.1** 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.

**30.2** 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.

**30.3** 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. 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.

**30.4** Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality and Security).

### **31.0 INDEMNIFICATION**

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, except for such loss or damage arising from the sole negligence or willful misconduct of the County.

### **32.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 32.0 (General Provisions For All Insurance Coverage) and 33.0 (Insurance Coverage) of this Master Agreement. 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 Master Agreement. 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 Master Agreement.

#### **32.1 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 Master Agreement.
- Renewal Certificates shall be provided to County not less than ten (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 Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name and/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 Master Agreement. 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  
Information Technology Contracts – PCS  
9150 E. Imperial Highway, MS 46  
Downey, CA 90242  
Attention: ITSSMA Insurance

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 Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### **32.2 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.

### **32.3 CANCELLATION OF OR CHANGES IN INSURANCE**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement in accordance with Paragraph 50.0 (Termination of Master Agreement).

### **32.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement in accordance with Paragraph 50.0 (Termination of Master Agreement). County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### **32.5 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.

### **32.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, 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.

### **32.7 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 Master Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### **32.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS**

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

### **32.9 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.

### **32.10 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 Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

### **32.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

### **32.12 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.

### **32.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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.

### **32.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

## **33.0 INSURANCE COVERAGE**

### **33.1 COMMERCIAL GENERAL LIABILITY INSURANCE**

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

### **33.2 AUTOMOBILE LIABILITY INSURANCE**

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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### **33.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

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.

### **33.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE**

Insurance covering Contractor's liability arising from or related to this Master Agreement with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

## **34.0 REMEDIES**

**34.1** Any monetary liability of Contractor to County shall be limited to the amount of damages up to and including the Total Maximum Amount of the applicable Work Order, or the insurance limits required in Paragraph 33.0 (Insurance Coverage), whichever is greater.

**34.2** Except as to cover costs set forth in Paragraph 50.3 (Termination for Default), Contractor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.

**34.3** Nothing in this Paragraph 34.0 shall limit Contractor's liability for personal injury and/or property damage caused by Contractor's negligent, tortious, and/or unlawful acts and/or omissions.

**34.4** Nothing in this Paragraph 34.0 shall effect or limit Contractor's obligations of indemnification, defense, and/or insurance under Paragraph 12.0 (Compliance with Applicable Law), Paragraph 25.0 (Employment Eligibility Verification), Paragraph 27.0 (Fair Labor Standards), Paragraph 31.0 (Indemnification), Paragraph 32.0 (General Provision for all Insurance Coverage), Paragraph 49.0 (Subcontracting), and Paragraph 57.0 (Patent, Copyright, and Trade Secret Indemnification).

**34.5** The remedies set forth in this Paragraph 34.0 are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Master Agreement.

### **35.0 LIQUIDATED DAMAGES**

**35.1** If, in the judgment of the Director of ISD or his or her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD or his or her designee, at his or 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 of ISD or his or her designee, in a written notice describing the reasons for said action.

**35.2** If the Director of ISD or his or her designee, determines that there are deficiencies in the performance of this Master Agreement that the Director of ISD or his or her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD or his or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD or his or her designee may:

1. Deduct from the Contractor's payment, pro rata, those applicable portions of the Work Order Total Maximum Amount; and/or
2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for

liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

**35.3** The action noted in Paragraph 35.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

**35.4** This 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 Paragraph 35.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **36.0 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.

## **37.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**37.1** 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.

**37.2** Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's EEO Certification).

**37.3** 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.

- 37.4** 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.
- 37.5** 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.
- 37.6** Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 37.0 when so requested by the County.
- 37.7** If the County finds that any provisions of this Paragraph 37.0 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 and Housing 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.
- 37.8** 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.

### **38.0 NON EXCLUSIVITY**

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

### **39.0 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.

### **40.0 NOTICE OF DISPUTES**

Contractor shall notify the County Work Order Project Manager of any dispute between the County and the Contractor regarding the performance of services of a Work Order as stated in this Master Agreement. If the County Work Order Project Manager is not able to resolve the dispute, the MAPD, or his or her designee, shall resolve the dispute. If the MAPD, or his or her designee, is not able to resolve the dispute, the Director of ISD or his or her designee, shall resolve the dispute.

### **41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

### **42.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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 J (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.



#### **43.0 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 D (County's Administration of Master Agreement) and Exhibit E (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 ISD or his or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

#### **44.0 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 (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **45.0 PUBLIC RECORDS ACT**

**45.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 47.0 (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.

**45.2** 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.

## **46.0 PUBLICITY**

**46.1** 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:

1. Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Master Agreement, 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 MAPD or his or her designee. The County shall not unreasonably withhold written consent.

**46.2** 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 Paragraph 46.0 shall apply.

## **47.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. 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.

- 47.1** 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).
- 47.2** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 47.0 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 47.3** 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.

#### **48.0 RECYCLED BOND PAPER**

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

#### **49.0 SUBCONTRACTING**

- 49.1** The requirements of this Master Agreement may be subcontracted for Fixed Price Per Deliverable Work Orders only and not without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

- 49.2** If the Contractor desires to subcontract for Fixed Price Per Deliverable Work Orders only, the Contractor shall provide the following information promptly at the County's request:
1. A comprehensive description of the work to be performed by the subcontractor at the time of bid submission when responding to a Fixed Price Per Deliverable Work Order Solicitation;
  2. A draft copy of the proposed subcontract; and
  3. Other pertinent information and/or certifications requested by the County.
- 49.3** 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.
- 49.4** Contractor shall remain fully responsible for all performances required of it under this Master Agreement and any resultant Work Order(s), including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 49.5** 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. Contractor is responsible to notify its subcontractors of this County right.
- 49.6** 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.
- 49.7** 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.
- 49.8** 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. Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Information Technology Contracts – PCS  
9150 E. Imperial Highway, MS 46  
Downey, CA 90242  
Attention: ITSSMA Insurance

before any subcontractor employee may perform any work hereunder.

## **50.0 TERMINATION OF MASTER AGREEMENT**

### **50.1 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 20.0 (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 Paragraph 50.3 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### **50.2 TERMINATION FOR CONVENIENCE**

50.2.1 County's Board of Supervisors or its authorized designee if any, may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the Director of ISD or his or her designee, in County's sole discretion, to be in County's 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.

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

- Stop work under the Work Order or 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.

50.2.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 47.0 (Record Retention and Inspection/Audit Settlement).

### **50.3 TERMINATION FOR DEFAULT**

50.3.1 County's Board of Supervisors or its authorized designee if any, may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of MAPD, or his or her designee:

- Contractor has materially breached this Master Agreement;
- Contractor fails to maintain insurance pursuant to Paragraph 32.0 (General Provisions for All Insurance Coverage).
- Contractor fails to make Contractor Personnel available by the Work Order start date on three (3) separate occasions pursuant to Paragraph 3.1.10.
- Contractor fails to provide the required forms to County completed and prior to commencing on a Work Order pursuant to Paragraph 3.3.6.
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order 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.

- 50.3.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 50.3.1, 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 paragraph.
- 50.3.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 50.3.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 50.3.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 50.3.4 If, after the County has given notice of termination under the provisions of this Paragraph 50.3, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 50.3, or that the default was excusable under the provisions of Paragraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 50.2 (Termination for Convenience).

50.3.5 The rights and remedies of the County provided in this Paragraph 50.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **50.4 TERMINATION FOR IMPROPER CONSIDERATION**

50.4.1 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.

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

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

#### **50.5 TERMINATION FOR INSOLVENCY**

50.5.1 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.

50.5.2 The rights and remedies of the County provided in this Paragraph 50.5 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

**50.6 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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.

**50.7 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.

**50.8 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 21.0 (Contractor's 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 ten (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.

#### **51.0 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.

#### **52.0 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 Paragraph 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **53.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The County is subject to the Administrative Simplification requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Master Agreement, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit I (Contractors Obligations as a "Business Associate" Under the Health Insurance Portability Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH)) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Contractor's Obligations as a "Business Associate" Under Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)) (Business Associate Agreement).

#### **54.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**54.1** This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**54.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

**54.4** If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement and/or resultant Work Order(s) to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a Work Order Solicitation or accepting a Work Order award.

## **55.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

**55.1** This Master Agreement, subsequent Work Order Solicitations and resultant Work Orders, if any, are subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**55.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

**55.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

**55.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement or resultant Work Order(s) to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a Work Order Solicitation or accepting a Work Order award.

## **56.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

**56.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all

Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

- 56.2** Contractor shall affix the following notice to all documentary and software items originated pursuant to this Master Agreement: "© Copyright \_\_\_\_\_, (such date as may be appropriate, i.e. 2009, 2010, 2011, etc.), County of Los Angeles. All rights Reserved." Contractor shall affix such notice: (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all system, user, and technical documentation; and (4) as otherwise may be directed by County.
- 56.3** During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractors working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 56.4** Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's MAPD as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 56.5** County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 56.6** Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 56.5 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 56.4 or for any disclosure which County is required to make under any State or Federal law or order of court.
- 56.7** All the rights and obligations of this Paragraph 56.0 shall survive the expiration or termination of this Master Agreement.

## **57.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

**57.1** Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

**57.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

## **58.0 SURVIVAL**

The following provisions of this Master Agreement shall survive in perpetuity its expiration and/or termination for any reason(s): Paragraph 7.6 (Confidentiality and Security), Paragraph 29.0 (Governing Law, Jurisdiction, and Venue), Paragraph 30.0 (Independent Contractor Status), Paragraph 31.0 (Indemnification), Paragraph 32.8 (Subcontractor Insurance Coverage Requirements), Paragraph 45.0 (Public Records Act), Paragraph 56.0 (Ownership of Materials, Software, and Copyright), Paragraph 57.0 (Patent, Copyright, and Trade Secret Indemnification), Paragraph 7.6 (Confidentiality and Security), Attachment 4 (Contractor Employee Acknowledgment,



**AUTHORIZATION OF MASTER AGREEMENT FOR  
INFORMATION TECHNOLOGY SUPPORT 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 of ISD or his or her designee, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer.

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Tom Tindall  
Director  
Internal Services Department

Date: \_\_\_\_\_

APPROVED AS TO FORM:

John Krattli  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel



**INFORMATION TECHNOLOGY SUPPORT SERVICES  
MASTER AGREEMENTS (ITSSMA) QUALIFIED CONTRACTORS**

1. Codai, Inc.
2. Illuminous Enterprises, Inc.
3. Karen Bolow
4. Information Strategies, Inc.
5. Exclusive Network Enterprises
6. Blue Crane, Inc.
7. Frank E. Ditto dba Fed Consulting CA
8. Global Software Solutions, Inc.
9. Global Service Resources dba Computerworks Technology
10. Computer Professionals dba Rydek Computer Professionals Unlimited
11. PI Technology, Inc.
12. Staff Tech, Inc.

Contractor	MA No.	WO No.	Department	End Date
Sierra Systems Consultants	DL201	01-2323	DHS	12-31-13
Endeavor Systems Consultants, Inc.	DL80	06-1376	ISAB	3-29-14

# **LIST OF ITSSMA SKILL CATEGORIES**

- CATEGORY 1:** Mainframe/Midrange Systems Design and Application Maintenance
- CATEGORY 2:** Mainframe/Midrange Operating Systems Programming/Administration
- CATEGORY 3:** Mainframe/Midrange Database Administration
- CATEGORY 4:** Desktop Consulting and Application Development
- CATEGORY 5:** Client/Server Application Systems Planning and Development
- CATEGORY 6:** Network Services
- CATEGORY 7:** Technical Specialist Consulting – Subcategories:
- 7A** - Information Systems Re-Engineering
  - 7B** - Video, Voice, and/or Imaging Systems Development
  - 7C** - Capacity Planning/Rightsizing Evaluations
  - 7D** - System and/or Management Audits
  - 7E** - System Requirements/Technical Architecture Studies
  - 7F** - Data Administration Activities
  - 7G** - Project Management of Projects Applicable to all Skill Categories
  - 7H** - Long-Range Information Systems Planning
  - 7I** - Technical Facilities – Requirements/Technical Architectural Studies/Project Management/etc.
  - 7J** - Business Continuity, Availability Management, and Disaster Recovery Planning
- CATEGORY 8:** Mainframe/Midrange Application Server Administration
- CATEGORY 9:** Business Intelligence (BI), Data Warehouse/Data Mart (DW/DM), and Business Analytics and Data Mining (BA/DM) Design and Development – Subcategories:
- 9A** - Business Intelligence (BI) Development
  - 9B** - Data Warehouse (DW) / Data Mart (DM) Development
  - 9C** - Business Analytics (BA) and Data Mining (DM) Development
- CATEGORY 10:** Web-Based Development Services

**CATEGORY 11:** IT Service Management Specialist /Consulting – Subcategories:

**11A** - ITSM Program/Project Manager

**11B** - ITSM Business Liaison

**11C** - ITSM Service Manager

**11D** - ITSM Process Owner

**11E** - ITSM Process Manager

**11F** - ITSM Communication, Branding, and Marketing Specialist/  
Consultant

**11G** - ITSM Tooling Architect

**11H** - ITSM Tooling Analyst

**CATEGORY 12:** Communications Support Services

### Bid Detail Information

**Bid Number :** 104366  
**Bid Title :** ITSSMA 2013\_RFSQ #104366  
**Bid Type :** Service  
**Department :** Internal Services Department  
**Commodity :** CONSULTING SERVICES - COMPUTER SOFTWARE  
**Open Date :** 3/28/2013  
**Closing Date :** Continuous  
**Bid Amount :** \$ 0  
**Bid Download :** [Available](#)

**Bid Description :** The County of Los Angeles (County) Internal Services Department (ISD) hereby releases this Request For Statement of Qualifications (RFSQ) to solicit Statements of Qualifications (SOQ) from prospective Vendors. The RFSQ process will be used to qualify multiple Contractors to provide information technology support services to the County. Each Vendor who demonstrates the skills and experience required in the applied-for category; satisfies all insurance requirements; and accepts all of the County's terms and conditions of the Information Technology Support Services Master Agreement (ITSSMA) will be deemed an Eligible Contractor and will receive an ITSSMA with the County.

As County work requirements arise during the term of the ITSSMA, Eligible Contractors in the applicable Skill Categories will be solicited for bids or proposals to perform under a Master Agreement Work Order. The only compensation made to Eligible Contractors under the Master Agreement will be through satisfactory work performed under such Work Orders.

**Amendment Date : 4/10/2013** Information Technology Support Services Master Agreement (ITSSMA)-Addendum 1

**Download Available** Addendum 1\_ ITSSMA\_ Deletes and Replaces Appendix B, ITSSMA Skill Categories PDF 220.07 K [Addendum 1 ITSSMARFSQ104366.pdf](#)

**Amendment Date : 5/16/2013** INFORMATION TECHNOLOGY SUPPORT SERVICES MASTER AGREEMENT (ITSSMA)-ADDENDUM TWO

**Download Available** INFORMATION TECHNOLOGY SUPPORT SERVICES MASTER AGREEMENT (ITSSMA)-ADDENDUM TWO PDF 261.35 K [Addendum Two ITSSMARFSQ104366.pdf](#)

**Contact Name :** Mark W. Manning  
**Contact Phone# :** (562) 940-3983  
**Contact Email :** [mmanning@isd.lacounty.gov](mailto:mmanning@isd.lacounty.gov)  
**Last Changed On :** 5/16/2013 3:10:33 PM

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