



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

June 17, 2014

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE CONTRACT WITH CDW GOVERNMENT LLC FOR DATA CENTER
LICENSING TECHNICAL SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter is requesting approval of a Contract with CDW Government LLC, to provide data center licensing technical support services for the Community Development Commission.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the Contract is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director, or his designee, to execute, amend, and if necessary terminate a Contract and all related documents with CDW Government LLC (CDWG), for data center licensing technical support services, using up to \$230,450.41 included in the Community Development Commission's (Commission) approved Fiscal Year 2014-2015 budget for this purpose.
3. Authorize the Executive Director, or his designee, to extend the term of the Contract by up to four additional years, in one year increments, at an



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D June 17, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

annual cost of \$230,450.41 for year two and \$271,450.41 for years three, four, and five.

4. Authorize the Executive Director, or his designee, to use up to a ten percent contingency of \$127,525.21; the total maximum Contract sum for all five years and the ten percent contingency is \$1,402,777.26.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to purchase the data center licensing technical support services through CDWG to meet the Commission's data center operation needs.

CDWG will provide Cisco SMARTNet, Blue Coat, and VMWare services to continue maintenance and technical support for the Commission's Cisco and network equipment. The services will include maintenance and technical support on network equipment, such as routers, servers, switches, and other communication equipment located at Commission headquarters and remote sites. The services will begin July 1, 2014 and extend through June 30, 2015, and may be extended for four additional one-year terms.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Contract will be funded with \$230,450.41 included in the Commission's budget for the maintenance of the first year. If extended, the costs for support and maintenance will be \$230,450.41 for year two, and \$271,450.41 annually for years three, four, and five. A ten percent contingency of \$127,525.21 is being set aside for additional maintenance renewal licenses, if needed, over the full term of the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment A). The Contract and Statement of Work have been reviewed by County Counsel, and are attached in substantially final form (Attachment B).

ENVIRONMENTAL DOCUMENTATION

Computer software purchases are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The data center licensing technical support services will be purchased under the National Intergovernmental Purchasing Alliance (National IPA) Technology Solutions Agreement (#130733). The National IPA Technology Solutions Agreement was a formal Request for Proposals led by the City of Tucson, Arizona's Department of Procurement, and awarded in May 2013 to offer the lowest prices possible for state and local government entities, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit customers in the United States. The City of Tucson, as the Principal Procurement Agency, has partnered with National IPA to generate the resultant Master Agreement (Cooperative Agreement). The Commission reviewed the procurement process performed by the City of Tustin and determined compliance with the Commission's procurement requirements and 24 CFR 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services.

IMPACT ON CURRENT SERVICES AND PROJECTS

The maintenance service on current equipment is necessary to make the Commission's information technology network infrastructure fully operational for conducting daily business with minimal disruption to end users. By continuing maintenance on the current equipment, the Commission's network administrators can easily access replacement parts and receive telephone/e-mail support and software updates along with documentation.

Respectfully submitted,



SEAN ROGAN
Executive Director
COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer
COUNTY OF LOS ANGELES

SR:MF:mr

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel



Office of the CIO
CIO Analysis

NUMBER:

CA14-12

DATE:

5/30/2014

SUBJECT:

APPROVE CONTRACT WITH CDW GOVERNMENT LLC FOR DATA CENTER LICENSING TECHNICAL SUPPORT SERVICES

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: Enter contract #. Other: Describe contract type.

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Sean Rogan, Executive Director, Community Development Commission

Description: Community Development Commission (CDC) is requesting approval for a contract with CDW Government LLC (CDW) for Data Center Services.

Contract Amount: \$1,402,777.26

Funding Source: U.S. Department of Housing and Urban Development (HUD) included in Fiscal Year (FY) 2013-14 Adopted

Budget

Legislative or Regulatory Mandate Subvened/Grant Funded:

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:

CDC's objective is to continue the maintenance and technical support of its network and data center infrastructure for high operational readiness to ensure minimal disruption to staff.

BUSINESS DRIVERS:

CDC requires professional support to ensure that its network and data center infrastructure remains online a high percentage of the time.

PROJECT ORGANIZATION:

CDC's Contract with CDW has network and data center performance goals for continued operation that CDW must meet.

	<p>PERFORMANCE METRICS: CDC will monitor the uptime of its network and data center to ensure compliance with its Contract with CDW.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT: This purchase supports the County's Strategic Plan Goal 1, Operational Effectiveness. It is also in alignment with CDC's business objectives, and CIO's Strategic Directions particularly, in the area of effective business practices.</p> <hr/> <p>PROJECT APPROACH: CDW will use best business practices for the continued maintenance and technical support of CDC's IT network infrastructure.</p> <hr/> <p>ALTERNATIVES ANALYZED: CDC's current data center operations contract is with Impact. CDC's Impact contract expires June 30, 2014. CDC increased the scope of its data center operations to include coverage for VMware operations. Inclusion of VMware increased the solicitation response by approximately \$20,000. CDW was selected via under the National Intergovernmental Purchasing Alliance (National IPA) Technology Solutions Agreement (#130733) awarded May 2013.</p>														
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION: CDW will continue the maintenance and technical support on CDC's existing Cisco and network/data center equipment, including SMARTNet, Blue Coat, and VMware services. The Deliverables for the Contract are: (1) Annual maintenance Contracts for Cisco equipment; and (2) VMware and Bluecoat.</p>														
<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table data-bbox="532 1381 1258 1654"> <tr> <td>First Year Services</td> <td>\$ 230,450.41</td> </tr> <tr> <td>Second Year Services.....</td> <td>\$ 230,450.41</td> </tr> <tr> <td>Third Year Services.....</td> <td>\$ 270,450.41</td> </tr> <tr> <td>Fourth Year Services.....</td> <td>\$ 270,450.41</td> </tr> <tr> <td>Fifth Year Services.....</td> <td>\$ 270,450.41</td> </tr> <tr> <td>Sub-total Contract Costs:</td> <td>\$ 1,275,252.05</td> </tr> <tr> <td>Pool Dollars:</td> <td>\$ 127,525.21</td> </tr> </table> <p>Total Contract costs: \$ 1,402,777.26</p> <p>Funding is provided by HUD and is included in CDC's FY 2013-14 Adopted Budget and will be included in future FY budgets.</p>	First Year Services	\$ 230,450.41	Second Year Services.....	\$ 230,450.41	Third Year Services.....	\$ 270,450.41	Fourth Year Services.....	\$ 270,450.41	Fifth Year Services.....	\$ 270,450.41	Sub-total Contract Costs:	\$ 1,275,252.05	Pool Dollars:	\$ 127,525.21
First Year Services	\$ 230,450.41														
Second Year Services.....	\$ 230,450.41														
Third Year Services.....	\$ 270,450.41														
Fourth Year Services.....	\$ 270,450.41														
Fifth Year Services.....	\$ 270,450.41														
Sub-total Contract Costs:	\$ 1,275,252.05														
Pool Dollars:	\$ 127,525.21														

<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <p>The risk associated with continued maintenance and support of the existing data center and network equipment is minimal.</p> <p>The Chief Information Security Officer (CISO) reviewed this Contract and did not identify any IT security or privacy related issues.</p>
<p>CIO Approval</p>	<p>PREPARED BY:</p> <div style="text-align: center;">  <hr/> James Hall, Sr. Associate CIO </div> <div style="text-align: right;"> <p><u>6-3-14</u> Date</p> </div> <hr/> <p>APPROVED:</p> <div style="text-align: center;">  <hr/> Richard Sanchez, County Chief Information Officer </div> <div style="text-align: right;"> <p><u>6-3-14</u> Date</p> </div>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

CONTRACT FOR DATA CENTER LICENSING TECHNICAL SUPPORT SERVICES

This Contract is made and entered into this 1st day of July, 2014, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and CDW Government, LLC, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed Data Center Licensing Technical Support services. The Contractor was awarded a contract as allowed under cooperative purchasing program for state and local government set forth in 24 CFR 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services, referencing National Intergovernmental Purchasing Alliance (National IPA) Technology Solutions Agreement Number 130733. If there is any conflict between the terms and conditions of this contract and the terms and conditions of the National IPA and Service Agreement, this Contract shall govern.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on as of the day and year first above written and shall remain in full force and effect for 12 months until June 30, 2014 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

The Contractor shall submit to the Commission on the 30 day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Thirty Thousand Four Hundred Fifty and 41/100 Dollars (\$230,450.41) for year one through year two, year three

through year five shall not exceed Two Hundred Seventy-One Thousand Four Hundred Fifty and 41/100 Dollars (\$271,450.41) and the total amount of compensation under this Contract will not exceed One Million Two Hundred Seventy-Five Thousand Two Hundred Fifty-Two and 5/100 Dollars (\$1,275,252.05), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

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

5. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the 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 affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

CDW Government, LLC.

The insurance policies set forth herein shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

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

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE, appropriate to the professional's profession in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Public Agencies to eliminate this professional liability insurance requirement.

E. TECHNOLOGY ERRORS and OMISSIONS LIABILITY insurance providing evidence of coverage.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5)

days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO PUBLIC AGENCIES CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH PUBLIC AGENCIES CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may

terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

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

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be

excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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 Opportunities 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.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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 the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or 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 Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission 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.
- E. 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 Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. 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 Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners 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 Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
- B. For purposes of this Section, “Contractor” means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or 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 Commission, Housing Authority, or 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 Commission or 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 Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract 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 Commission 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole

discretion, that Contractor demonstrate to the Commission'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.

D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Sean Rogan, Executive Director
Community Development Commission
of the County of Los Angeles
700 W. Main Street, Alhambra, CA 91801

The Contractor: Tara Barbieri
Director of Program Sales
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of

the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

42. CONTRACTOR’S ACKNOWLEDGMENT OF PUBLIC AGENCIES COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

43. CONTRACTOR’S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the 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 the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "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 the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

48. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

49. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

/

/

/

/

/

/

/

/

/

/

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

CDW GOVERNMENT, LLC

By _____
Sean Rogan
Executive Director

By _____
Tara Barbieri
Directory of Program Sales

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Deputy County Counsel

By _____
Matthew Fortini
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B STATEMENT OF WORK

1.0 SCOPE OF WORK

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 70 housing developments that include over 3,258 residential units within the County of Los Angeles.

The Commission is seeking a Data Center Licensing (Cisco SMARTnet, Blue Coat, VMware) technical support services contractor to provide Data Center Licensing Technical Support services.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall be a reseller for Cisco SMARTnet and SMARTnet Onsite Solutions. In addition, the bidder shall be a Silver Certified Partner or better in the Cisco Partner Locator.
- 2.2** The Contractor shall be a VMware Partner.
- 2.3** The Contractor shall supply data center licensing renewals as listed in Exhibit 1.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1** The Contractor shall supply the Commission with Cisco SMARTnet services including the following:
 - 3.1.1 Activate Cisco SMARTnet contract.
 - 3.1.2 Verify Commission Information Technology (IT) staff receive Cisco Welcome Kit via email notification, which includes new SMARTnet Contract Number, inventory of products covered including serial numbers, and useful links to information and to open a case with Cisco's Technical Assistance Center (TAC).
 - 3.1.3 Global 24-hour access to experts in the Cisco TAC.
 - 3.1.4 Self-help support through online communities, resources, and tools.
 - 3.1.5 Hardware replacement options (refer to Section 3.1.8), including 2-hour, 4-hour and next business day.
 - 3.1.6 Operating System (OS) software updates.
 - 3.1.7 Cisco Technical Support Enterprise and Service Providers using the TAC to obtain technical support for products (i.e. Catalyst Switches and Cisco IOS) and includes:

- Support Case Manager - Online service request tools are available to registered Cisco.com users with a valid service contract. This tool allows for Commission IT staff to describe the issue and attach files to the service request, and will route the service request to an appropriate Cisco engineer as fast as possible. IT staff will also use this tool to update service request. The tool will send an automatic alert to the Cisco TAC engineer when updates are submitted.
 - Phone Support for Enterprises and Service Providers - For urgent situations and need to speak to a Cisco engineer immediately regarding enterprise level products, IT Staff will need to use the Cisco Phone Support for Enterprises and Service Providers to find the contact numbers appropriate within the country. IT staff must visit www.cisco.com and have User ID, Serial and Contract number(s) ready when contacting Cisco to prevent any delays with support request.
- 3.1.8 SMARTnet service level, which are defined as follows and includes:
- ISV1 – Cisco Independent Software Vendor Application Services - 1 Year - 24 x 7 - Technical - Electronic and Physical Service
 - SAS – Software Application Support, Software support and minor release upgrades (example: 2.3 to 2.5)
 - SAU – Software Application Support with Upgrade, Software support and major release upgrades. (example: 2.3 to 3.0)
 - SNT – SMARTnet 8x5xNBD, Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm depot time.
 - SNTP – SMARTnet Premium 24x7x4, Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.
 - SU3 – SMARTnet for Intrusion Prevention Systems (24X7X4), Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

3.2 The Contractor shall supply Blue Coat Advanced services with the following:

3.2.1 Advanced service option package that includes:

- Technical Support
 - Online Web Support
 - 24 x 7 Phone Support
- Software Updates
 - Minor and maintenance Operating System Software updates
 - Major Operating System Software releases
- Next Business Day arrival

- 3.3 The Contractor shall supply VMware Support and Subscription (SnS) services with the following:
 - 3.3.1 Product updates and upgrades
 - 3.3.2 Online access to documentation and technical resources
 - 3.3.3 Unlimited support requests
 - 3.3.4 Global 24 x 7 support
 - 3.3.5 Assistance from the virtualization experts
 - 3.3.6 Remote support

4.0 RESPONSIBILITIES

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

Commission

4.1 Personnel

- 4.1.1 The Commission shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

Contractor

4.2 Project Manager

- 4.2.1 The Contractor's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 4.2.2 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.
- 4.2.3 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.5 Uniform / Identification

- 4.5.1 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.6 Materials and Equipment

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

4.7 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

5.0 HOURS / DAYS OF WORK

The Commission office hours are from 8:00 a.m. to 5:00 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

8.1 Contract Deficiency Notice

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be

resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

8.2 Commission Observations

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

9.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

EXHIBIT 1
Data Center Licensing Renewal

Cisco

ITEM NO.	PART#	QUANTITY	SERIAL#
1	VS-C6509E-S720-10G	1	SMC1223008M
2	VS-C6509E-S720-10G	1	SMC1223008L
3	WS-C2960S-24PS-L	1	FOC1441Z0R2
4	WS-C2960S-24PS-L	1	FOC1441Z0PC
5	WS-C2960S-24PS-L	1	FOC1441Z0PV
6	WS-C2960S-24PS-L	1	FOC1440Y3R8
7	WS-C2960S-24PS-L	1	FOC1440Y3RW
8	WS-C2960S-24PS-L	1	FOC1440Y3Q4
9	WS-C2960S-24PS-L	1	FOC1440Y3PU
10	WS-C3750E-24TD-E	1	FDO1217V157
11	WS-C3750E-24TD-E	1	FDO1217V141
12	WS-C3750E-24TD-E	1	FDO1218V05U
13	WS-C3750E-24TD-E	1	FDO1217V14P
14	WS-C3750E-24TD-E	1	FDO1218V05Y
15	WS-C6509E-S32P10GE	1	SMG1218N2X0
16	AIR-CAP3602I-ABULK	50	
17	AIR-CT5508-100-K9	1	FCW1629L03R
18	AIR-CT5508-100-K9	1	FCW1629L0AH
19	ASA5555-K9	1	FGL163340Z9
20	ASA5555-K9	1	FGL163340RJ
21	CISCO2901-SEC/K9	1	FTX1631833M
22	CISCO2901-SEC/K9	1	FTX1631833K
23	CISCO2901-SEC/K9	1	FTX1631833N
24	CISCO2901-SEC/K9	1	FTX1631833S
25	CISCO2901-SEC/K9	1	FTX1631833R
26	CISCO2901-SEC/K9	1	FTX1631833V
27	CISCO2901-SEC/K9	1	FTX1631834D
28	CISCO2901-SEC/K9	1	FTX16318343
29	CISCO2911-SEC/K9	1	FTX1632AJT7
30	CISCO3925E-SEC/K9	1	FTX1632AKVN
31	CISCO3925E-SEC/K9	1	FTX1632AKVM
32	ISE-3315-K9	1	KQ7F96T
33	N7K-C7009-B2S2-R	1	JAF1624BBFM
34	N7K-C7009-B2S2-R	1	JAF1624BBFJ
35	WS-C2960S-24PD-L	1	FOC1631X1XF
36	WS-C2960S-24TD-L	1	FOC1614X38F
37	WS-C4510R+E	1	FXS1632Q0RG
38	WS-C4510R+E	1	FXS1632Q0QW
39	WS-C4510R+E	1	FXS1632Q0QM
40	WS-C4510R+E	1	FXS1632Q0Q4
41	WS-C4510R+E	1	FXS1632Q0R9
42	WS-C4510R+E	1	FXS1632Q0RH
43	WS-C3750X-48PF-L	1	FDO1630R1NU
44	CSACS-5.3-VM-K9	1	
45	CWNCM-1X-INC50	1	
46	CWNCM-1.7-CORE-K9	1	
47	ISE-VM-K9=	1	
48	R-PI-1.1-50-K9	1	
49	L-N1K-VLCPU-01	36	

SOW-6

50	IPS-4360-K9	1	FGL163340TD
51	IPS-4360-K9	1	FGL163340TK
52	N20-B6625-2	1	DMY9181CDC12
53	N20-B6625-2	1	DMY9181CDC13
54	N20-B6625-2	1	DMY9181CDC14
55	N20-B6625-2	1	DMY9181CDC15
56	N20-B6625-2	1	DMY9181CDC16
57	N20-B6625-2	1	DMY9181CDC17
58	N20-B6625-2	1	DMY9181CDC18
59	N20-B6625-2	1	DMY9181CDC19
60	N20-B6625-2=	1	QCI1544AC1K
61	N20-B6625-2=	1	QCI1544ACTO
62	N20-B6625-2=	1	QCI1414A4IP
63	N20-B6625-2=	1	QCI1542AFHS
64	N20-B6625-2=	1	QCI1544ACST
65	N20-B6625-2=	1	QCI1535A5EB
66	N20-C6508	1	FOX1618GW6G
67	N20-C6508	1	FOX1623GNTZ
68	N20-C6508	1	FOX1625GMFX
69	N20-C6508	1	FOX1626GQ7L
70	N20-B6625-2-UPG	1	QCI1446A50M
71	UCSB-B200-M3	1	FCH16297QME
72	UCSB-B200-M3	1	FCH16277ZRW
73	UCSB-B200-M3	1	FCH16297DAW
74	UCSB-B200-M3	1	FCH16287KMN
75	UCSB-B200-M3	1	FCH16297CKY
76	UCSB-B200-M3	1	FCH16297CPL
77	UCSB-B200-M3	1	FCH16287KNU
78	UCSB-B200-M3	1	FCH16297CJ9
79	UCSB-B200-M3	1	DMY9181CDC20
80	UCSB-B200-M3	1	DMY9181CDC21
81	UCSB-B200-M3	1	DMY9181CDC22
82	UCSB-B200-M3	1	DMY9181CDC23
83	UCSB-B200-M3	1	DMY9181CDC24
84	UCSB-B200-M3	1	DMY9181CDC25
85	UCSB-B200-M3	1	DMY9181CDC26
86	UCSB-B200-M3	1	DMY9181CDC27
87	UCSB-B200-M3	1	DMY9181CDC28
88	UCSB-B200-M3	1	DMY9181CDC29
89	UCS-FI-E16UP=	1	FOC15381XU0
90	UCS-FI-E16UP=	1	FOC155028KM
91	UCS-FI-6248UP	1	FOC162611XA
92	UCS-FI-6248UP	1	FOC16257W8G
93	VMW-N1K-VS5ENTP-1A	36	

SOW-7

BLUE COAT

LINE	PART#	QUANTITY	DESCRIPTION
1.	HNBDS1R-AV510-A	1	Renewal, Next Business Day, Standard Support, Hardware Only, 1 YR, AV510-A
2.	SL131R-AV510-A	1	Renewal, Standard Support,24X7 L1-L3 Software Only, 1 YR, AV510-A
3.	HNBDS1R-AV510-A	1	Renewal, Next Business Day, Standard Support, Hardware Only, 1 YR, AV510-A
4.	SL131R-AV510-A	1	Renewal, Standard Support,24X7 L1-L3 Software Only, 1 YR, AV510-A
5.	HNBDS1R-SG600-20-PR	1	Renewal, Standard Support,24X7 L1-L3 Software Only, 1 YR, AV510-A
6.	SL131R-SG600-20-PR	1	Renewal, End Customer Support, 24x7 L1-3 Software Only, Blue Coat SG600-20-PR, 1 YR
7.	HNBDS1R-SG600-20-PR	1	Renewal, Next Business Day Delivery Hardware Support, Blue Coat SG600-20-PR, 1 YR
8.	HNBDS1R-SG600-20-PR	1	Renewal, End Customer Support, 24x7 L1-3 Software Only, Blue Coat SG600-20-PR, 1 YR
9.	HNBDS1R-DIR-510	1	Renewal, Next Business Day, Standard Support, Hardware Only, 1 YR, DIR510
10.	SL131R-DIR-510	1	Renewal, Standard Support,24X7 L1-L3 Software Only, 1 YR, DIR-510
11.	RNW-BCWF-S-1000-2499-1YR	1000	Renewal, Blue Coat WebFilter Subscription, License and Servi
12.	SL131R-RPT-EE	1	Renewal, Standard Support,24X7 L1-L3 Software Only, 1 YR, RPT-EE

VMWARE

LINE	PART#	QUANTITY	DESCRIPTION	ADDITIONAL DESCRIPTION
1.	VCS5-STD-P-SSS-C	2	RNWL PROD SNS VCENTER SERVER V5 STANDARD	Production Support/Subscription for vCenter Server 5 Standard for vSphere 5
2.	VS-EP5-25VM-P-SSS-C	6	RNWL PROD SNS VSHIELD ENDPOINT V5 25 VM PACK	Production Support/Subscription for VMware vShield Endpoint 5 (25 VM Pack)
3.	VS5-ENT-PL-PSUB-C	48	VMware vSphere 5 Enterprise Plus for 1 processor (with 96 GB vRAM entitlement per processor)	Production Subscription for VMware vSphere 5 Enterprise Plus for 1 processor for 1 year
4.	VU5-PR-100-C	1	VMware View 5 Premier Bundle: 100 Pack	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
5.	VS5-VU5-C	100	VMware vSphere 5 Enterprise Plus for Desktop Stand Alone License	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
6.	VU5-VCS-STD-C	1	VMware vCenter Server 5 Standard for View 5 (Includes Orchestrator and Linked Mode)	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
7.	VU5-VC-C	100	VMware View 5.x stand-alone, with VMware View Composer ENABLED and local mode	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
8.	VS-EP5-VM-C	100	VMware vShield Endpoint 5.x(1VM)	Production Support/Subscription for VMware

				View 5 Premier Bundle: 100 Pack for 3 years
9.	WS10-LW-CE	1	VMware Workstation 10 for Linux and Windows, ESD	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 1 year
10.	THIN5-PACK-C	1	VMware ThinApp 5 Virtualization Packager	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 1 year
11.	THIN5-CL-C	100	VMware ThinApp 5 Client License	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 1 year
12.	VU5-PR-100-C	1	VMware View 5 Premier Bundle: 100 Pack	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
13.	VS5-VU5-C	100	VMware vSphere 5 Enterprise Plus for Desktop Stand Alone License	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
14.	VU5-VCS-STD-C	1	VMware vCenter Server 5 Standard for View 5 (Includes Orchestrator and Linked Mode)	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
15.	VU5-VC-C	100	VMware View 5.x stand-alone, with VMware View Composer ENABLED and local mode	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
16.	VS-EP5-VM-C	100	VMware vShield Endpoint 5.x(1VM)	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 3 years
17.	WS10-LW-CE	1	VMware Workstation 10 for Linux and Windows, ESD	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 1 year
18.	THIN5-PACK-C	1	VMware ThinApp 5 Virtualization Packager	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 1 year
19.	THIN5-CL-C	100	VMware ThinApp 5 Client License	Production Support/Subscription for VMware View 5 Premier Bundle: 100 Pack for 1 year
20.	VU5-PR-STR-C	1	VMware View 5 Premier Bundle: Starter Kit	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
21.	VS5-VU5-C	10	VMware vSphere 5 Enterprise Plus for Desktop Stand Alone License	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
22.	VU5-VCS-STD-C	1	VMware vCenter Server 5 Standard for View 5 (Includes Orchestrator and Linked Mode)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
23.	VU5-VC-C	10	VMware View 5.x stand-alone, with VMware View Composer ENABLED and local mode	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
24.	VS-EP5-VM-C	10	VMware vShield Endpoint 5.x(1VM)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
25.	WS10-LW-CE	1	VMware Workstation 10 for Linux and Windows, ESD	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year

SOW-9

26.	THIN5-CL-C	10	VMware ThinApp 5 Client License	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
27.	THIN5-PACK-C	1	VMware ThinApp 5 Virtualization Packager	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
28.	VU5-PR-STR-C	1	VMware View 5 Premier Bundle: Starter Kit	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
29.	VS5-VU5-C	10	VMware vSphere 5 Enterprise Plus for Desktop Stand Alone License	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
30.	VU5-VCS-STD-C	1	VMware vCenter Server 5 Standard for View 5 (Includes Orchestrator and Linked Mode)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
31.	VU5-VC-C	10	VMware View 5.x stand-alone, with VMware View Composer ENABLED and local mode	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
32.	VS-EP5-VM-C	10	VMware vShield Endpoint 5.x(1VM)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
33.	WS10-LW-CE	1	VMware Workstation 10 for Linux and Windows, ESD	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
34.	THIN5-CL-C	10	VMware ThinApp 5 Client License	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
35.	THIN5-PACK-C	1	VMware ThinApp 5 Virtualization Packager	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
36.	VU5-PR-STR-C	1	VMware View 5 Premier Bundle: Starter Kit	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
37.	VS5-VU5-C	10	VMware vSphere 5 Enterprise Plus for Desktop Stand Alone License	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
38.	VU5-VCS-STD-C	1	VMware vCenter Server 5 Standard for View 5 (Includes Orchestrator and Linked Mode)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
39.	VU5-VC-C	10	VMware View 5.x stand-alone, with VMware View Composer ENABLED and local mode	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
40.	VS-EP5-VM-C	10	VMware vShield Endpoint 5.x(1VM)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
41.	WS10-LW-CE	1	VMware Workstation 10 for Linux and Windows, ESD	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
42.	THIN5-CL-C	10	VMware ThinApp 5 Client License	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
43.	THIN5-PACK-C	1	VMware ThinApp 5 Virtualization	Production Support/Subscription for VMware

SOW-10

			Packager	View 5 Premier Bundle Starter Kit for 1 year
44.	VU5-PR-STR-C	1	VMware View 5 Premier Bundle: Starter Kit	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
45.	VS5-VU5-C	10	VMware vSphere 5 Enterprise Plus for Desktop Stand Alone License	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
46.	VU5-VCS-STD-C	1	VMware vCenter Server 5 Standard for View 5 (Includes Orchestrator and Linked Mode)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
47.	VU5-VC-C	10	VMware View 5.x stand-alone, with VMware View Composer ENABLED and local mode	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
48.	VS-EP5-VM-C	10	VMware vShield Endpoint 5.x(1VM)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
49.	WS10-LW-CE	1	VMware Workstation 10 for Linux and Windows, ESD	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
50.	THIN5-CL-C	10	VMware ThinApp 5 Client License	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
51.	THIN5-PACK-C	1	VMware ThinApp 5 Virtualization Packager	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
52.	VU5-PR-STR-C	1	VMware View 5 Premier Bundle: Starter Kit	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
53.	VS5-VU5-C	10	VMware vSphere 5 Enterprise Plus for Desktop Stand Alone License	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
54.	VU5-VCS-STD-C	1	VMware vCenter Server 5 Standard for View 5 (Includes Orchestrator and Linked Mode)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
55.	VU5-VC-C	10	VMware View 5.x stand-alone, with VMware View Composer ENABLED and local mode	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
56.	VS-EP5-VM-C	10	VMware vShield Endpoint 5.x(1VM)	Production Support/Subscription VMware View 5 Premier Bundle Starter Kit for 3 years
57.	WS10-LW-CE	1	VMware Workstation 10 for Linux and Windows, ESD	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
58.	THIN5-CL-C	10	VMware ThinApp 5 Client License	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year
59.	THIN5-PACK-C	1	VMware ThinApp 5 Virtualization Packager	Production Support/Subscription for VMware View 5 Premier Bundle Starter Kit for 1 year

ATTACHMENT B

FEE SCHEDULE

**Attachment B
Fee Schedule**

The Contractor shall provide Data Center Licensing Technical Support services as stated in Attachment A, Statement of Work, including all referenced exhibits. The Contractor shall be paid in accordance with the following:

Year	Line Number	Item Category	Total Cost
1	1	Cisco	\$ 88,273.10
	2	VMware	\$ 105,252.31
	3	Blue Coat	\$ 36,925.00
	4	Year 1 Cost	\$ 230,450.41

If contract is extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission, the following is the Contractor's provided Year cost

Year	Line Number	Item Category	Total Cost
2	5	Cisco	\$ 88,273.10
	6	VMware	\$ 105,252.31
	7	Blue Coat	\$ 36,925.00
	8	Estimated Subtotal Year 2 Cost	\$ 230,450.41
3	9	Cisco	\$ 88,273.10
	10	VMware	\$ 135,252.31
	11	VDI	\$ 11,000.00
	12	Blue Coat	\$ 36,925.00
	13	Estimated Subtotal Year 3 Cost	\$ 271,450.41
4	14	Cisco	\$ 88,273.10
	15	VMware	\$ 135,252.31
	16	VDI	\$ 11,000.00
	17	Blue Coat	\$ 36,925.00
	18	Estimated Subtotal Year 4 Cost	\$ 271,450.41
5	19	Cisco	\$ 88,273.10
	20	VMware	\$ 135,252.31
	21	VDI	\$ 11,000.00
	22	Blue Coat	\$ 36,925.00
	23	Estimated Subtotal Year 5 Cost	\$ 271,450.41
Year 1-5	24	Cost	\$ 1,275,252.05

25	Total Contract Amount	\$ 1,275,252.05
-----------	------------------------------	------------------------

Refer to Attachment A, Statement of Work for the Item Category description.

2	2482937	VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	859.54	1,719.08
2	2482937	VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	859.54	1,719.08
4	2482937	VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	183.18	732.72
4	2482937	VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	183.18	732.72
4	2482937	VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	183.18	732.72
1	2589794	VMWARE VCTR SRM 5 ENT 25VM PK PSNS Mfg#: VCSRM525EPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	3,042.81	3,042.81
1	2589794	VMWARE VCTR SRM 5 ENT 25VM PK PSNS Mfg#: VCSRM525EPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	3,042.81	3,042.81
1	2589794	VMWARE VCTR SRM 5 ENT 25VM PK PSNS Mfg#: VCSRM525EPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	3,042.81	3,042.81
1	2589794	VMWARE VCTR SRM 5 ENT 25VM PK PSNS Mfg#: VCSRM525EPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	3,042.81	3,042.81
1	2644349	VMWARE VSHIELD ENDPT 5 25VM PSNS RNW Mfg#: VS-EP5-25VM-PSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	307.82	307.82
1	2644349	VMWARE VSHIELD ENDPT 5 25VM PSNS RNW Mfg#: VS-EP5-25VM-PSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	307.82	307.82
1	2644349	VMWARE VSHIELD ENDPT 5 25VM PSNS RNW Mfg#: VS-EP5-25VM-PSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	307.82	307.82
1	2644349	VMWARE VSHIELD ENDPT 5 25VM PSNS RNW Mfg#: VS-EP5-25VM-PSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	307.82	307.82
1	2482962	VMWARE VCENTER SRV 5 STD PSNS Mfg#: VCS5-STD-P-SSS-C-R Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	1,228.33	1,228.33
1	2482962	VMWARE VCENTER SRV 5 STD PSNS Mfg#: VCS5-STD-P-SSS-C-R Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	1,228.34	1,228.34
1	2857936	VMWARE VCLOUD NTWRK/SEC ADV 25VM 1Y Mfg#: CL5-NSADV25-P-SSS-C-R Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	306.59	306.59

1	2857936	Electronic distribution - NO MEDIA VMWARE VCLOUD NTWRK/SEC ADV 25VM 1Y Mfg#: CL5-NSADV25-P-SSS-C-R Contract: National IPA Technology Solutions 130733	306.59	306.59
1	2857936	Electronic distribution - NO MEDIA VMWARE VCLOUD NTWRK/SEC ADV 25VM 1Y Mfg#: CL5-NSADV25-P-SSS-C-R Contract: National IPA Technology Solutions 130733	306.59	306.59
1	2857936	Electronic distribution - NO MEDIA VMWARE VCLOUD NTWRK/SEC ADV 25VM 1Y Mfg#: CL5-NSADV25-P-SSS-C-R Contract: National IPA Technology Solutions 130733	306.59	306.59
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	372.87	745.74
1	2482937	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733	857.20	857.20
1	2482937	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733	857.20	857.20
1	2482937	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733	857.20	857.20
1	2482937	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733	857.20	857.20
1	2482937	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733	857.20	857.20

2	2482957	130733 Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	2,957.47	5,914.94
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	2,957.47	5,914.94
2	2482957	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: National IPA Technology Solutions 130733	2,957.47	5,914.94
4	2482937	Electronic distribution - NO MEDIA VMWARE VSPHERE 5 ENT PLUS 1P 1Y PSNS Mfg#: VS5ENTPLPSSSCR Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	1,213.69	4,854.76
			SUBTOTAL	105,252.31
			FREIGHT	0.00
			TAX	0.00
				US Currency
TOTAL				105,252.31

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.990.8244

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FFSD578	1112784	4/14/2014

BILL TO:
 COMMUNITY DEVELOPMENT
 COMM.
 700 W. MAIN STREET

SHIP TO:
 COMMUNITY DEVELOPMENT COMM.
 Attention To: HOWARD LEARNER
 700 W. MAIN STREET

Accounts Payable
 ALHAMBRA , CA 91801

ALHAMBRA , CA 91801
 Contact: MARYANN
 ROBLES 626.586.1725

Customer Phone #626.586.1725

Customer P.O. # CISCO RENEWAL
 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
TONY KANE 877.811.5745	FEDEX Ground	Net 30 Days-Govt State/Local	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1411342	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-V6509E72 Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	5,460.00	5,460.00
1	1411342	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-V6509E72 Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	5,460.00	5,460.00
1	2036015	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	153.60	153.60
1	2036015	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	153.60	153.60
1	2036015	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	153.60	153.60
1	2036015	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	153.60	153.60
1	2036015	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	153.60	153.60
1	2036015	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	153.60	153.60
1	2036015	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PS Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	153.60	153.60
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:WESINC	504.00	504.00

1	NEW-ITEM	Vendor Item #:CON-SNT-3750E2TE Manu Part #:CON-SNT-3750E2TE Manu Name:Cisco Systems Prod Desc:SMARTNET 8X5XNBD WSC3750E24TDE NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:WESINC Vendor Item #:CON-SNT-3750E2TE Manu Part #:CON-SNT-3750E2TE Manu Name:Cisco Systems Prod Desc:SMARTNET 8X5XNBD WSC3750E24TDE	504.00	504.00
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:WESINC Vendor Item #:CON-SNT-3750E2TE Manu Part #:CON-SNT-3750E2TE Manu Name:Cisco Systems Prod Desc:SMARTNET 8X5XNBD WSC3750E24TDE	504.00	504.00
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:WESINC Vendor Item #:CON-SNT-3750E2TE Manu Part #:CON-SNT-3750E2TE Manu Name:Cisco Systems Prod Desc:SMARTNET 8X5XNBD WSC3750E24TDE	504.00	504.00
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:WESINC Vendor Item #:CON-SNT-3750E2TE Manu Part #:CON-SNT-3750E2TE Manu Name:Cisco Systems Prod Desc:SMARTNET 8X5XNBD WSC3750E24TDE	504.00	504.00
1	2018017	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-6509E10P Contract: National IPA Technology Solutions 130733	4,552.00	4,552.00
50	2634863	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-C362IAB Contract: National IPA Technology Solutions 130733	48.00	2,400.00
1	1787941	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-CT08100 Contract: National IPA Technology Solutions 130733	4,159.20	4,159.20
1	1787941	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-CT08100 Contract: National IPA Technology Solutions 130733	4,159.20	4,159.20
1	2676999	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-A55K9 Contract: National IPA Technology Solutions 130733	2,399.20	2,399.20
1	2676999	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-A55K9 Contract: National IPA Technology Solutions 130733	2,399.20	2,399.20
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions	244.00	244.00

		130733 Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	1931525	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2901SEC Contract: National IPA Technology Solutions 130733	244.00	244.00
1	2276127	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-3925ESEC Contract: National IPA Technology Solutions 130733	1,160.00	1,160.00
1	2276127	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-3925ESEC Contract: National IPA Technology Solutions 130733	1,160.00	1,160.00
1	2414603	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-ISE3315 Contract: National IPA Technology Solutions 130733	1,319.20	1,319.20
1	2853133	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-7X9B2S2R Contract: National IPA Technology Solutions 130733	6,820.80	6,820.80
1	2853133	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-7X9B2S2R Contract: National IPA Technology Solutions 130733	6,820.80	6,820.80
1	2097898	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PD Contract: National IPA Technology Solutions 130733	220.80	220.80
1	2097898	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-2960S2PD Contract: National IPA Technology Solutions 130733	220.80	220.80
1	2227160	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-C4510R+E Contract: National IPA Technology Solutions 130733	4,000.00	4,000.00
1	2227160	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-C4510R+E Contract: National IPA Technology Solutions	4,000.00	4,000.00

1	2227160	130733 Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-C4510R+E Contract: National IPA Technology Solutions 130733	4,000.00	4,000.00
1	2227160	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-C4510R+E Contract: National IPA Technology Solutions 130733	4,000.00	4,000.00
1	2227160	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-C4510R+E Contract: National IPA Technology Solutions 130733	4,000.00	4,000.00
1	2227160	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-C4510R+E Contract: National IPA Technology Solutions 130733	4,000.00	4,000.00
1	2143908	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-3750X4FL Contract: National IPA Technology Solutions 130733	547.20	547.20
1	NEW-ITEM	Electronic distribution - NO MEDIA NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP	246.40	246.40

		Prod Desc:US ONLY SMARTNET 8X5 NBD F/		
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:INGMIC Vendor Item #:RZ7202 Manu Part #:CON-SNT-B66252 Manu Name:CISCO - SV DIRECT SHIP Prod Desc:US ONLY SMARTNET 8X5 NBD F/	246.40	246.40
1	2808542	CIS DIR 1YR SNET 8X5XNBD Mfg#: CON-SNT-2C6508 Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	65.60	65.60
1	2808542	CIS DIR 1YR SNET 8X5XNBD	65.60	65.60



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FFJJ688	1112784	4/4/2014

BILL TO:
 COMMUNITY DEVELOPMENT
 COMM.
 700 W. MAIN STREET

SHIP TO:
 COMMUNITY DEVELOPMENT COMM.
 Attention To: HOWARD LEARNER
 700 W. MAIN STREET

Accounts Payable
 ALHAMBRA , CA 91801

ALHAMBRA , CA 91801
 Contact: MARYANN
 ROBLES 626.586.1725

Customer Phone #626.586.1725

Customer P.O. # BLUEBEAM QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
-----------------	-----------------	-------	-----------------------

TONY KANE 877.811.5745

FEDEX Ground

Net 30 Days-Govt
 State/Local

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1687312	BLUECOAT NBD STD SUP RNW AV510 A Mfg#: HNBDS1R-AV510-A Contract: National IPA Technology Solutions 130733	1,750.00	1,750.00
1	1668324	BLUECOAT SUP RNW AV510 Mfg#: SL131R-AV510-A Contract: National IPA Technology Solutions 130733	4,250.00	4,250.00
1	1687312	BLUECOAT NBD STD SUP RNW AV510 A Mfg#: HNBDS1R-AV510-A Contract: National IPA Technology Solutions 130733	1,750.00	1,750.00
1	1668324	BLUECOAT SUP RNW AV510 Mfg#: SL131R-AV510-A Contract: National IPA Technology Solutions 130733	4,250.00	4,250.00
1	2375807	BLUECOAT RNW NBD HW SUPPORT Mfg#: HNBDS1R-SG600-20PR Contract: National IPA Technology Solutions 130733	2,050.00	2,050.00
1	2375799	Electronic distribution - NO MEDIA BLUECOAT RNW SUP 24X7 L1 3 SW ONLY Mfg#: SL131R-SG600-20-PR Contract: National IPA Technology Solutions 130733	5,050.00	5,050.00
1	2375807	Electronic distribution - NO MEDIA BLUECOAT RNW NBD HW SUPPORT Mfg#: HNBDS1R-SG600-20PR Contract: National IPA Technology Solutions 130733	2,050.00	2,050.00
1	2375807	Electronic distribution - NO MEDIA BLUECOAT RNW NBD HW SUPPORT Mfg#: HNBDS1R-SG600-20PR Contract: National IPA Technology Solutions 130733	2,050.00	2,050.00
1	1706299	Electronic distribution - NO MEDIA BLUECOAT NBSD STD SUP DIR 510 Mfg#: HNBDS1R-DIR-510 Contract: National IPA Technology Solutions 130733	1,850.00	1,850.00
1	1706300	Electronic distribution - NO MEDIA BLUECOAT 24X7 STD SUP DIR 510 Mfg#: SL131R-DIR-510 Contract: National IPA Technology Solutions 130733	4,575.00	4,575.00
1000	NEW-ITEM	Electronic distribution - NO MEDIA NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Vendor ID:ALTTEC	5.00	5,000.00

1	1712096	Vendor Item #:RNW-BCWF-S-1000-2499 Manu Part #:RNW-BCWF-S-1000-2499 Manu Name:BLUECOAT Prod Desc:Renewal, Blue Coat WebFilter Subscription, License BLUECOAT 24X7 STD SUP RNW RPT EE Mfg#: SL131R-RPT-EE Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	1,850.00	1,850.00
SUBTOTAL FREIGHT TAX				36,475.00 0.00 450.00
				US Currency TOTAL  36,925.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.990.8244

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Company Header Here

CDW Government LLC
230 N. Milwaukee Ave., Vernon Hills, IL 60061

1. I propose to furnish all labor and materials as required for the above list of work and to complete all work required per the Statement of Work, including any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto for the costs stated above.
2. In submitting a bid, I thereby agree, that if awarded a contract, our company shall execute a standard Commission contract and forms, a sample of which is available in the IFB solicitation package. I further understand that if our company refuses to execute said standard Commission contract, our company will be considered unresponsive and our bid will be rejected.
3. I stipulate that I carefully examined the Statement of Work for the said work, all documents issued in connection with this work, including the Invitation for Bids and the Bid Sheet Form.
4. I understand that a contract will be awarded to the lowest most responsive and responsible bidder based on the price as the predominate factor for contract award. As a result, the firm-fixed-price contract is being awarded to the bidder whose bid conforms to all the terms and conditions of the solicitations and is the lowest, most responsive and responsible bidder.
5. I agree that this bid shall be valid for a period of 90 days commencing from the actual bid due date.

CDW Government LLC
Company Name

Matt Flood
Print Name

Supervisor-Proposals
Title

230 N. Milwaukee Ave.
Address

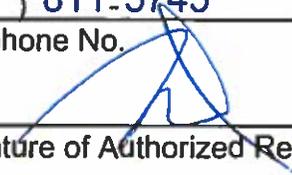
Vernon Hills
City

IL 60061
State/Zip

(877) 811-5745
Telephone No.

(847) 990-8244
Fax No.

tonykan@cdwg.com
E-Mail Address


Signature of Authorized Representative

4/22/2014
Date

*CDWG has included proposed language for negotiation.

The CISCO portion has been quoted firm for 5 years, VMWare and Bluecoat portions are firm for only 1 year.

ATTACHMENT C

REQUIRED CONTRACT

FORMS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

CDW Government LLC

Vendor's Name

230 N. Milwaukee Ave., Vernon Hills, IL 60061

Address

36-4230110

Internal Revenue Service Employer Identification Number

GENERAL

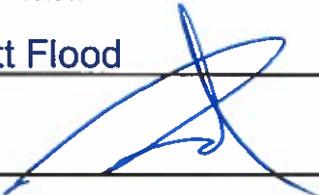
The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Matt Flood Title: Supervisor-Proposals

Signature:  Date: 4/22/2014

CHARITABLE CONTRIBUTIONS CERTIFICATION

CDW Government LLC
Company Name
230 N. Milwaukee Ave., Vernon Hills, IL 60061
Address
36-4230110
Internal Revenue Service Employer Identification Number
N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (x) ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()



Signature

4/22/2014

Date

Matt Flood, Supervisor-Proposals

Name and Title (please type or print)

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: CDW Government LLC.		
Company Address: 230 N. Milwaukee Ave.		
City: Vernon Hills.	State: IL.	Zip Code: 60061+
Telephone Number: 8008084239		
Solicitation For (Type of Goods or Services): Information Technology.		

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

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

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

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

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

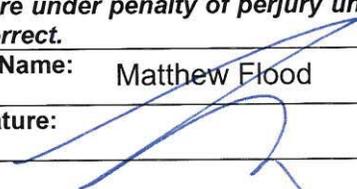
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

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

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

Print Name: Matthew Flood	Title: Proposals Supervisor.
Signature: 	Date: 5/20/2014

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: CDW Government LLC			
Company Address: 230 N. Milwaukee Ave.			
City:	Vernon Hills	State:	IL Zip Code: 60061
Telephone Number:	877.811.5745	Email address:	tonykan@cdwg.com
Solicitation/Contract For IFB NO. CDC14-058 Services:			

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

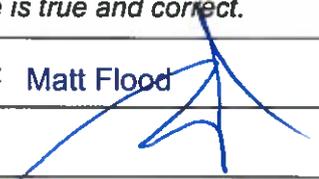
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- Mandated by federal or state law or a condition of federal or state program;
- The purchase is made through a state or federal contract;
- The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- Sole source provider with exclusive and proprietary rights to services or goods;
- Emergency services provider for services or goods;
- Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- Required to comply with the laws of the United States or California, which are inconsistent with this program.

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

Print Name: Matt Flood	Title: Supervisor-Proposals
Signature: 	Date: 4/22/2014

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: CDW Government LLC. Date: 5/20/2014

Address: 230 N. Milwaukee. Vernon Hills.

State: IL. Zip Code: 06517 Phone No. : 8008084239

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Matthew Flood Title: Proposals Supervisor.
Signature:  Date: 5/20/2014

**Community Development Commission of the County of Los Angeles
Organization Information Form**

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: CDW Government LLC

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

Total Number of Employees (including owners): approx 6,900

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American	Please reference the attached EEO report					
Asian American						
Asian Pacific American						
Native American						
Caucasian						
Other _____						

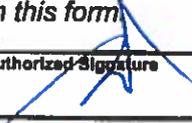
II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

- Is a Minority Business Enterprise.**
"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.
- Is a Woman Business Enterprise.**
"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.
- Is not a Minority or Woman Business Enterprise.**

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name Matt Flood	Authorized Signature 	Title Supervisor-Proposals	Date 4/22/2014
--	--	--------------------------------------	--------------------------

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) CDW LLC	
	Business name/disregarded entity name, if different from above CDW Government LLC, CDW Government, CDWG	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 300 N Milwaukee Avenue City, state, and ZIP code Vernon Hills, IL 60061	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table>	Social security number												-			-			
Social security number																				
			-			-														
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>3</td><td>6</td><td>-</td><td>3</td><td>3</td><td>1</td><td>0</td><td>7</td><td>3</td><td>5</td></tr> </table>	Employer identification number									3	6	-	3	3	1	0	7	3	5
Employer identification number																				
3	6	-	3	3	1	0	7	3	5											

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (defined below), and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here Signature of U.S. person	Date ▶ 01/06/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Public Agencies and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Public Agencies of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

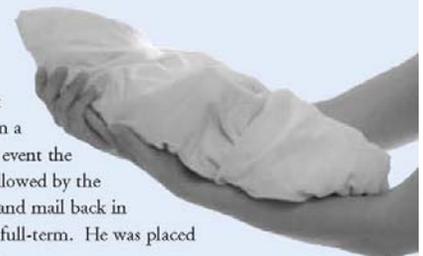
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

