



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

March 8, 2011

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 March 8, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**APPROVAL OF AN AGREEMENT WITH PRINT OPERATIONS GROUP, INC.
FOR A PRINTING ASSESSMENT PILOT AND AUTHORIZATION TO USE INFORMATION
TECHNOLOGY FUNDS TO SUPPORT THE AGREEMENT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Chief Executive Office and Chief Information Office recommend Board: 1) approval of an Agreement with Print Operations Group, Inc. to conduct a printing assessment pilot and to provide assistance for a Managed Print Services procurement for a maximum contract sum of \$238,000; and 2) authorization to utilize Information Technology Fund monies to fund the Agreement.

JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICE THAT YOUR BOARD:

1. Approve an Agreement (Attachment) with Print Operations Group, Inc. (POG) to conduct a printing assessment pilot and to provide assistance for a Managed Print Services (MPS) procurement for a maximum contract sum of \$238,000.
2. Authorize utilization of Information Technology Fund (ITF) monies to fund the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

MPS is a key County efficiency initiative, which provides a range of approaches to optimize office printing. Gartner, a technology research and advisory firm, reports that organizations implementing MPS have achieved a 10-30% savings in their total printing costs.

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

In a recent County printer equipment survey, an excess of 35,000 print devices (printers, scanners, multi-function devices, and faxes) were reported to being deployed in County departments. This equates to a printer device-to-employee ratio of approximately 1:3, while organizations implementing MPS have reported optimizing this ratio to 1:10.

The Sheriff's Department recently obtained a high level print assessment on a few of their facilities and the results of their analysis indicated an estimated annual savings of several million dollars implementing MPS across the department. Similarly, Health Services had a study performed by their existing printer vendor at one of their hospitals and they reported an estimated annual savings of several hundred thousand dollars by implementing MPS at the one hospital.

Board approval of these recommendations will help establish a MPS program that will examine departmental print functions and recommend removal of outmoded, inefficient or redundant print equipment, consolidate purchasing of fewer equipment and consumables, and establish policies to keep the printing environment optimal.

The first recommended action seeks Board approval of an Agreement with POG to perform the following services:

- Conduct a print assessment pilot of four departments — Chief Executive Office (CEO), Children and Family Services (DCFS), Mental Health (DMH), and Public Health (DPH). This assessment includes quantifying equipment inventories, print volumes, usage patterns, print costs and identifying cost savings, and operational improvement targets.
- Assist the County in defining options and strategies for the County to implement MPS. The recommended strategies will address key elements of a countywide MPS program including technology, procurement, deployment, and program management.
- Document Countywide baseline information derived from the assessment that will be incorporated into a subsequent MPS solicitation to be issued to printer/copier vendors.
- Develop requirements and a comprehensive service level agreement that will be incorporated in a County Request for Proposals (RFP) to identify a select number of qualified MPS providers for access by County departments (i.e., County MPS Master Services Agreement).
- Assist the County with the RFP vendor evaluation and negotiations.

The second recommendation seeks Board authorization to utilize \$238,000 in ITF monies to support this Agreement.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Goal No. 1, Operational Effectiveness, which is to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The proposed Agreement with POG has a maximum contract sum of \$238,000. The costs are detailed in the table below.

DESCRIPTION	AMOUNT
Print Assessment Pilot	\$ 148,800
RFP Development & Selection Assistance	57,400
Contingency Pool Dollars	31,800
Total	\$ 238,000

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Agreement includes all the Board mandated terms and conditions. The proposed Agreement has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

A Printing Assessment Pilot Project Team was established in August 2010, consisting of representatives from the Chief Information Office, CEO, DCFS, DMH, DPH, and the Internal Services Department (ISD). An RFP for a Printing Assessment Pilot Project was developed by the Project Team and reviewed by County Counsel and ISD Purchasing. The RFP sought proposals from firms or individuals with expertise in managed print services that were independent of printer or copier manufacturers.

An Evaluation and Selection Plan was developed to guide the evaluation and selection process consistent with County procurement policies. Notification of the RFP was posted on the County's Purchasing Website resulting in the receipt of three proposals. The Evaluation Committee, a subset of the Project Team, reviewed the proposals in accordance with the Evaluation and Selection Plan and identified Print Operations Group, Inc. as the single finalist.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

MPS represents a significant cost savings opportunity for the County by reducing devices and associated maintenance, support, and consumables' costs. It may also result in significant reduction in the level of effort for information technology support. In addition, it will improve the County's environmental sustainability by reducing paper usage, energy consumption, carbon footprint, and waste from printer cartridges.

Honorable Board of Supervisors
March 8, 2011
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Your Board approval of the recommendation actions will enable the County to move forward on a potentially significant cost reduction initiative while maintaining operational capabilities and reducing environmental impacts.

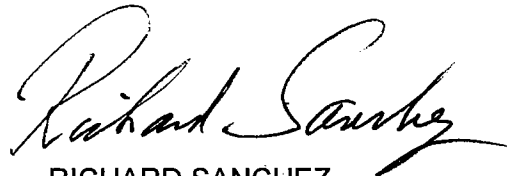
CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter and two (2) original signed copies of the contract to CIO.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer



RICHARD SANCHEZ
Chief Information Officer

WTF:EFS:cg

Attachment (1)

c: Executive Office, Board of Supervisors
County Counsel
Internal Services



Chief Information Office

CONTRACT

FOR

**PRINTING ASSESSMENT PILOT PROJECT and
MANAGED PRINT SERVICES PROCUREMENT
ASSISTANCE**

CIO-PRINTING-01

MARCH 2011

**Prepared By
County of Los Angeles**

**CONTRACT FOR
PRINTING ASSESSMENT PILOT PROJECT AND MANAGED PRINT SERVICES
PROCUREMENT ASSISTANCE**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PRINT OPERATIONS GROUP, INC.
FOR
PRINTING ASSESSMENT PILOT PROJECT AND MANAGED PRINT SERVICES
PROCUREMENT ASSISTANCE**

This Contract is made and entered into this 8th day of March, 2011 by and between the County of Los Angeles ("County"), by and through its Chief Information Office ("Department") and Print Operations Group, Inc. , an Alberta corporation, headquartered at Calgary, Alberta, Canada ("POG" or "Contractor").

RECITALS

WHEREAS, County may contract with private businesses for information systems and associated professional services when certain requirements are met;

WHEREAS, Contractor is a private firm specializing in providing printing assessments and associated professional services;

WHEREAS, County desires to employ Contractor to provide certain information systems and associated professional services in connection with the Printing Assessment Pilot and Managed Print Services Procurement ("Project").

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1.0 CONTRACT AND INTERPRETATION

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

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

EXHIBIT A - Statement of Work

EXHIBIT B - Pricing Schedule

EXHIBIT C – Payment Schedule

EXHIBIT D – Relevant Correspondence

EXHIBIT E - Contractor's Proposal (incorporated by reference)

EXHIBIT F - County's RFP (incorporated by reference)

EXHIBIT G -County's Administration

EXHIBIT H -Contractor's Administration

EXHIBIT I -Safely Surrendered Baby Law

EXHIBIT J – Contractor Acknowledgement and Confidentiality Agreement

1.3 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, Exhibits, and Schedules as the context may require.

Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural. Whenever examples are used in this Contract with the words "including", "for example", "e.g.", "such as", "etc.", or any deviation of such words, such examples are intended to be illustrative and not limiting.

2.0 WORK

- 2.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including, but not limited to, that set forth in Exhibit A (Statement of Work).
- 2.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.0 TERM OF CONTRACT

- 3.1 The term of this Contract shall commence upon the Effective Date (defined as the date upon which this Contract is approved and executed by the County's Board of Supervisors), and shall continue in full force and effect until County has accepted all Deliverables required under this Contract, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 3.2 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to the Department at the address set forth in Exhibit G (County's Administration).

4.0 MAXIMUM CONTRACT SUM

- 4.1 The total compensation to be paid to Contractor under this Contract shall not exceed Two hundred thirty eight thousand Dollars (\$238,000) (the "Maximum Contract Sum"), as detailed in Exhibit B (Pricing Schedule).
- 4.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
- 4.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address set forth in Exhibit G (County's Administration).
- 4.4 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract

shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

4.5 Invoices and Payments.

4.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

4.5.2 Contractor's invoices shall be priced in accordance with Exhibit C (Payment Schedule).

4.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

4.5.4 Contractor shall submit the monthly invoices to the County by the fifteenth (15th) calendar day of the month following the month of service.

4.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

John Arnstein, Senior Associate CIO
350 S. Figueroa St. #188
Los Angeles, CA. 90071
213-253-5621 Office
213-215-9553 Mobile
jarnstein@cio.lacounty.gov

- 4.5.6 All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 4.5.7 Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.0 ADMINISTRATION OF CONTRACT – COUNTY

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

5.1 County's Project Director

Responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

5.2 County's Project Manager

The responsibilities of County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

6.1 Contractor's Project Manager

6.1.1 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager on a regular basis.

6.2 Approval of Contractor's Staff

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

6.3 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

6.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

6.3.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the

County on the next business day after the employee has terminated employment with the Contractor.

- 6.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on this Contract.

6.4 Background and Security Investigations

- 6.4.1 At any time prior to or during term of this Contract, County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance.
- 6.4.2 County may request that Contractor's staff be immediately removed from working on this Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 6.4.3 County may immediately, in its sole discretion, deny or terminate facility access to those of Contractor's staff who do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 6.4.4 Disqualification, if any, of the Contractor's staff pursuant to this Paragraph 6.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.5 Confidentiality

- 6.5.1 Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 6.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 6.5.3 The Contractor shall sign and adhere to the provisions of the Exhibit J (Contractor Acknowledgement and Confidentiality Agreement).

7.0 ADDITIONAL TERMS AND CONDITIONS

7.1 Amendments

- 7.1.1 For any change which materially affects the scope of work, term, Maximum Contract Sum, payments, or any other term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Chief Information Officer.
- 7.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Information Officer.
- 7.1.3 The Chief Information Officer, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 3.0 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an

Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Information Officer.

7.2 Assignment and Delegation

- 7.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be voidable at County's election. For purposes of this Paragraph 7.2, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 7.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 7.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall

be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.3 Authorization Warranty

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

7.4 Budget Reductions

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

7.5 Complaints

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

- 7.5.1 Within five (5) business days after the Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 7.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 7.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 7.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 7.5.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 7.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7.5.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

7.6 Compliance with Applicable Law

- 7.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 7.6.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or

its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

7.7 Compliance with Civil Rights Laws

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

7.8 Compliance with County's Jury Service Program

7.8.1 This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit L in the Contractor's Proposal (County's Jury Service Program) and incorporated herein by this reference.

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

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

7.8.3 For purposes of this Paragraph 7.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 7.8. The provisions of this Paragraph 7.8 shall be inserted into any subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.

7.8.4 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service

Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

7.8.5 Contractor's violation of this Paragraph 7.8 shall constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

7.9 Conflict of Interest

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

7.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited

to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

7.10 Consideration of Hiring County Employees Targeted for Layoff or on Re-employment List

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

7.11 Consideration of Hiring GAIN/GROW Program Participants

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

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

7.12 Contractor Responsibility and Debarment

- 7.12.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- 7.12.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 7.12.3 County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- 7.12.4 Contractor Hearing Board
1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment

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

debarment was imposed; or (4) any other reason that is in the best interests of County.

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

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

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

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

7.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

7.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) 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 in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County 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 Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

7.16 Damage to County Facilities, Buildings or Grounds

- 7.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 7.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

7.17 Employment Eligibility Verification

- 7.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth

in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

7.18 Facsimile Representations

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 7.1 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

7.19 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages,

penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

7.20 Force Majeure

7.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

7.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractors" and "subcontractors" mean subcontractors at any tier.

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

7.21 Governing Law, Jurisdiction and Venue

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

7.22 Independent Contractor Status

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

7.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

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

7.22.4 Contractor shall adhere to the provisions stated in Paragraph 6.5 (Confidentiality).

7.23 INDEMNIFICATION

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

7.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 7.24 and 7.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

7.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

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

County of Los Angeles
Chief Information Office
350 S. Figueroa St. #188
Los Angeles, CA. 90071

Attention: Albert Navas, Administrative Officer

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

7.24.2 Additional Insured Status and Scope of Coverage

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

7.24.3 Cancellation of Insurance

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

7.24.4 Failure to Maintain Insurance

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

7.24.5 Insurer Financial Ratings

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

7.24.6 Contractor's Insurance Shall Be Primary

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

7.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from

or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

7.24.8 Sub-Contractor Insurance Coverage Requirements

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

7.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

7.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

7.24.11 Application of Excess Liability Coverage

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

7.24.12 Separation of Insureds

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

7.24.13 Alternative Risk Financing Programs

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

7.24.14 County Review and Approval of Insurance Requirements

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

7.25 INSURANCE COVERAGE

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate:\$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

or workmen's compensation law or any federal occupational disease law.

7.26 Liquidated Damages

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

7.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Milestone Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

7.26.3 The action noted in Paragraph 7.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

7.26.4 This Paragraph 7.26 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or Paragraph 7.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

7.27 Most Favored Public Entity

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

7.28 Nondiscrimination and Affirmative Action

- 7.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 7.28.2 The Contractor shall certify to, and comply with, the provisions of Proposer's EEO Certification, which is included as Appendix J in the Contractor's Proposal and is incorporated by reference.
- 7.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 7.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract.

7.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 7.28 when so requested by the County.

7.28.7 If the County finds that any provisions of this Paragraph 7.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

7.29 Non-Exclusivity

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

7.30 Notice of Delays

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

7.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County's Chief Information Officer or designee shall resolve it.

7.32 Notice to Employees Regarding the Federal Earned Income Credit

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

7.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

7.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit G (County's Administration) and Exhibit H (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County's Chief Information Officer, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

7.35 Prohibition Against Inducement or Persuasion

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

7.36 Public Records Act

7.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements thereof which are described in the California Government Code

Section 6250 et seq. (Public Records Act) and which are appropriately marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

7.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

7.37 Publicity

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

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

7.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 7.37 shall apply.

7.38 Record Retention and Inspection/Audit Settlement

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

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

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

7.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 7.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

7.39 Recycled Bond Paper

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

7.40 Subcontracting

- 7.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 7.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 7.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 7.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 7.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 7.40.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

- 7.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 7.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to County's Chief Executive Office Risk Management Division before any subcontractor employee may perform any work hereunder.

7.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 7.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 7.43 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

7.42 Termination for Convenience

7.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which

such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

7.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention & Inspection/Audit Settlement).

7.43 Termination for Default

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

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

7.43.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 7.43.1, County may procure, upon such terms and in such manner as County may deem appropriate,

goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 7.43.

7.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 7.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 7.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

7.43.4 If, after County has given notice of termination under the provisions of this Paragraph 7.43, it is determined by County that Contractor was not in default under the provisions of this Paragraph 7.43, or that the default was excusable under the provisions of Paragraph 7.43.3, the rights and obligations of the parties shall be

the same as if the notice of termination had been issued pursuant to Paragraph 7.42 (Termination for Convenience).

- 7.43.5 The rights and remedies of County provided in this Paragraph 7.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.44 Termination for Improper Consideration

- 7.44.1 The County 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 the Contractor, either directly or through an intermediary, to any County officer, 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 County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 7.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7.45 Termination for Insolvency

- 7.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

7.45.2 The rights and remedies of the County provided in this Paragraph 7.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.46 Termination for Non-Adherence to County Lobbyist Ordinance

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

7.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's

Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

7.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

7.49 Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 7.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.50 Warranty Against Contingent Fees

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

7.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.51 Local Small Business Enterprise (SBE) Preference Program

- 7.51.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 7.51.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 7.51.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 7.51.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the contract amount and what County's costs would have been if this Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

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

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

7.52 Ownership of Materials, Software and Copyright

7.52.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

7.52.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

7.52.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently

marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 7.52.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 7.52.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 7.52.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 7.52.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 7.52.5 All the rights and obligations of this Paragraph 7.52 shall survive the expiration or termination of this Contract.

7.53 Patent, Copyright and Trade Secret Indemnification

- 7.53.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 7.53.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding

alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

7.54 Transitional Job Opportunities Preference Program

7.54.1 This Contract is subject to the provisions of County's ordinance entitled "Transitional Job Opportunities Preference Program", as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

7.54.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

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

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

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

CONTRACTOR:
Print Operations Group, Inc.

By *Jim Rempel*
Jim Rempel

President

COUNTY OF LOS ANGELES

By *Mike Antonovich*
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



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

By *Lachelle Amitherman*
DEPUTY

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

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDER
County Counsel

By *Jose Silva*
Jose Silva
Principal Deputy County Counsel

By *Lachelle Amitherman*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15

MAR 8 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77488

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EXHIBIT – A

STATEMENT OF WORK

1. Printing Assessment Pilot Project

Requirement

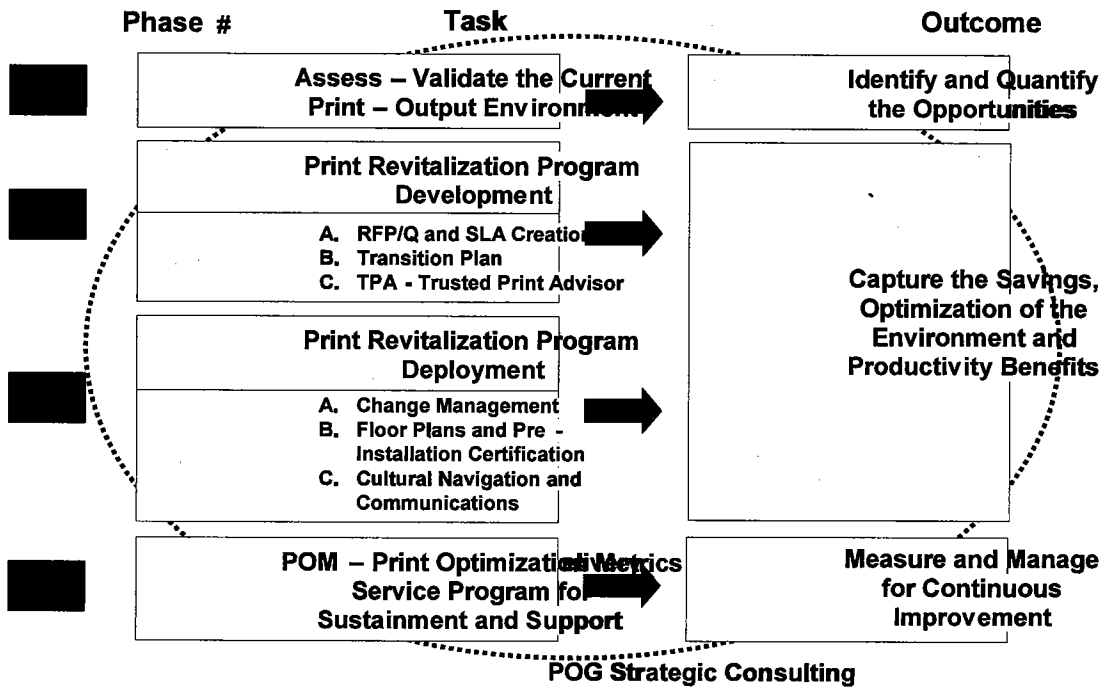
Knowledge of your current print environment will be critical prior to going to the market with a Managed Print Services RFP. LA County will require a clear understanding of the current state baseline of the distributed printing environment along with concise and industry best practice direction for the future modeled target state before entering a Managed Print Services agreement. Using an independent print consulting firm to validate current state information and to conduct a benchmark and best practices assessment is a proactive and strategic initiative that LA County can take to identify and quantify cost effective print optimization opportunities.

The LA County pilot print assessment requirement includes 16,827 staff over 4 strategic locations. Those results will be extrapolated in order to generate organization-wide metrics and a business case to support a “go” or “no go” decision with respect to a Managed Print Services RFP. The size of the opportunity will match the size of the organization. LA County is a large organization. The assessment will be a very strategic first step to capturing significant cost reductions and deploying impressive productivity gains for the end user community.

Scope Objectives

1. Gather distributed print related costs, print volumes, inventory and related statistics.
2. Investigate and analyze existing print related service arrangements.
3. Conduct a gap analysis. Use proven algorithms and the Print Knowledge Database© to address missing data elements in order to create an accurate current state baseline.
4. Calculate and document Key Performance Indicators (KPIs) and Key Sustainment Indicators (KSIs or “green” metrics)
5. Benchmark current state against comparable organizations and identify best practices from top performing organizations that will, or could apply to LA County.
6. Create an innovative County-wide print strategy supported by a modeled target state and specific “actionable” Managed Print Services recommendations.
7. Identify and quantify infrastructure based operating cost reduction opportunities within the pilot locations that can be extrapolated across the organization.
8. Improve the control and on-going management of print, copy, fax, scan, plot, and multi-functional environment.
9. Identify opportunities to improve print environment efficiencies and end user satisfaction.
10. Present the business case to senior executives in order to assist the “next step” decisions specific to the creation of a potential Managed Print Services RFP.

Process Overview



In Scope → Step #1

#	Deliverable	Description
1	Current State Baseline	Validation of existing costs, volumes, equipment inventory, etc. Benchmarking and best practice identification.
2	Strategy	Provide overall county-wide direction, logic and decisions for the entire printing, copying, faxing, scanning, plotting and multi-functional environment.
3	Modeled Target State	A modeled target state, supported by detailed recommendations, will provide the specifics and necessary details that can be used to

	complete the financial analysis and create a detailed transition plan. This information can be directly fed into an MPS vendor RFP.
--	---

NOT In Scope → Steps #2 and #3

#	Deliverable	Description
1	Transition Plan	The transition plan will identify manpower requirements, deployment timing and the milestone steps that must be addressed to obtain the desired results.
2	RFP / SLA Content Request for Proposal Service Level Agreement	The print assessment report, the strategy, modeled target state and transition planning information are used to create a well defined RFP / SLA package which will help select the "best value" manufacturer / service provider(s) from the marketplace.
3	Deployment Task	Deploying the Print Revitalization Program will capture the cost reductions, improve customer satisfaction and increase end user productivity.
4	On-going Support (i.e. Sustainment Program)	The on-going support program will ensure the print strategy is maintained and sustained ...and the print environment is properly measured and managed on an on-going basis.
5	Policy / Governance Documentation	Global policy and governance documentation used to guide executives and staff in making the correct print related decisions. e.g. equipment allocation decision tree matrix is a common deliverable of this task.

Locations Included in Pilot Scope

#	Location	# Actual Locations	# of Staff
1	Chief Executive Officer (CEO)	4	550
2	Department of Children and Family Services (DCFS)	43	7,390
3	Department of Mental Health (DMH)	116	3,800
4	Department of Public Health (DPH)	77	5,087
		240	16,827

POG will extrapolate pilot results across the entire organization using whatever total organization stats are readily available from LA County through our stats gathering process.

We have applied the POG “normalized floor” algorithm in order to estimate the number of “half city block equivalent” pilot floors to be 200 at 84 staff per floor on average = 16,800 staff.

Suggested POG Approach → Inventory

Output device inventory stats are critical to the assessment and for creating an effective RFP. Inventory can be done in one of two ways.

1. Manually count all the devices
2. Use software to automatically count the devices

Due to the size of LA County and knowing the benefits, and limitations of both inventory methods, POG is proposing a mix of both. A manual process will truly capture *all* the devices regardless of whether it is network connected or not. POG extrapolation routines are proven to be very accurate. ...but a manual process is time consuming and expensive. Software will capture organization-wide device counts very quickly, but may not “see” everything, especially those units not connected to the network... and the physical layout of the office. An accurate inventory count is critical to the quality of your RFP and the ultimate decision making process.

Inventory data tends to get out-dated very quickly. There can be a significant time gap between taking the inventory and the new solution deployment. As important as asset counts are, they must be updated or confirmed during the pre-deployment process. Our suggested approach is to manually inventory 35%, or 70 of the pilot site floors and then use either existing LA County print monitoring software, or optionally, ... go to the market to request 30 day free trial software and automatically capture as much of the pilot inventory, and the organization-wide inventory as possible. The POG analysis and interpretation algorithms will generate a very accurate pilot and County-wide inventory count for a fraction of the cost in much less time.

Pricing Impact → The POG inventory approach will allow us to be time efficient and much more cost effective. A full manual inventory would increase our quoted price from \$134,800 to \$210,600. The difference, which has been incorporated into our official pricing response, is \$75,800. (36% reduction)

We hope you will agree with and support POG’s approach to taking inventory for LA County.

Proposed Project Scope

To address the requirements outlined in this scope table, POG Consulting will utilize asset monitoring software, all existing information available from LA County and the existing suppliers. We will apply POG developed and proven algorithms to address any remaining data gaps.

#	Category Description	Action Items
1	B&W and Color Distributed Printing	Provide specific recommendations for cost reductions and productivity improvements on the LAN and personal / standalone B&W and Color distributed printing environment.

2	Convenience Copiers	Provide strategy directions and specific recommendations for cost reductions.
3	Fax hardware & fax automation software	Provide innovative suggestions on the fax hardware & software environments as they pertain to & impact the print environment.
4	Multi-Functional opportunity	Investigate the potential cost efficiency opportunities of merging existing and potential future digital technologies.
5	Imaging / Scanning	Inventory standalone scanners. This will serve as important input for multi-functional device (MFD) requirements and directions.
6	Wide-format Plotting	Count the units. Quantify the spend. Provide recommendations and cost analysis.
7	Current Cost Analysis	Define the current print environment and associated costs. (printers, copiers, faxes, MFDs, scanners & plotters.)
8	Document end user issues	Document end user issues, concerns and requirements.
9	Industry benchmarking	Compare the County print environment to similar organizations.
10	Existing Infrastructure	Better utilize the County's existing infrastructure if, and where, possible.
11	Implementation Plans	Provide a general overview of implementation guidelines & install schedule.
12	Multi-functional Security Observations	During the manual inventory process, POG will make observations specific to MFD security gaps, issues and/or concerns.
13	Environmental Print Impact Assessment	Gather and process the necessary metrics to determine the environmental impact printing has within LA County.

Print Study Deliverable

The County will receive a detailed reference report and an executive summary on the current print environment indicating specific areas where costs could be optimized and productivity could be improved. Specifically, the report will include the following information.

#	Deliverable	Description
1	Current State Information	Detailed worksheets and calculations used to determine the current state of each key component of the printing environment. (i.e. volumes, inventory, financials)
2	Benchmarking Commentary	Current state data is interpreted by subject matter experts and comments are provided. Benchmarking and Best Practices information is also included for comparison / illustration purposes.
3	Current State Financial Summary	All current state financials are rolled up into a summary. Information will include the following areas: a) Purchase and/or lease status as per LA County provided information b) Current state cost of Pilot locations in total and physical floor c) Cost extrapolation across the organization
4	End User Interview	Face-to-face interview results from 25 end users will provide an

	Results	<p>opportunity to solicit valuable information from the end user community and will begin to secure "buy-in" for deployment of the strategy. The results of the end user interviews are categorized and summarized in the main report.</p> <p>If there is interest, and with LA County's approval, POG can deploy our Web based end user survey tool in order to solicit valuable input from an additional 1,000 end users. It is an efficient tool to secure additional end user feedback.</p>		
5	Printing Strategy	The data gathered and analysis completed is used to create a detailed corporate-wide print strategy. This strategy will clearly set the direction for infrastructure configurations, deployment, and management of the print environment ... or MPS solution.		
6	Modeled Target State	The strategy is used to generate a set of recommendations that form the specific / detailed solution that will support the strategy and the objectives of the overall print environment assessment.		
7	Modeled State Financial Summary	<p>All modeled target state financials are rolled up into a summary.</p> <p>a) Current state cost of Pilot locations in total</p> <p>b) Cost extrapolation across the county</p>		
8	Implementation Guidelines	Implementation guidelines are provided that will support the deployment of the Print Revitalization Program. This information will provide "food for thought" and input into the creation of a detailed transition planning document.		
9	Transition Planning Template	A transition planning template document is included for future county-wide implementation planning.		
10	Security Assessment	POG will document any and all observations made specific to MFD security gaps, issues and/or concerns. (Taken from physical inventory completed)		
11	Environmental Print Impact	Describe and where possible and quantify, with metrics the environmental impact of the printing within the county. (KSIs ... Key Sustainment Indicators)		
#	Name	Location	Consultant Role	Responsibilities

Project Team

Contract for Printing Assessment Pilot and Managed Print Services Procurement Assistance
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1	Bob Currie	Calgary	Project Manager	Senior Project Manager; will drive the project to a successful conclusion
2	Dennis Shute	Calgary	Project Manager (Back up if required)	Chief Operating Officer and subject matter expert on external print. Contracts review, financial analysis
3	Leo Purcka	Calgary	Cultural Navigation	Gathers end user business requirements & security observations
4	Dorota Ulkowska	Calgary	Project Coordination	Logistics and project team coordination
5	Sean Lang	Calgary	Financial Modeling	Gathers, costs, volumes and all print statistics available / required.
6	Joe Mullins	Calgary	Inventory	Equipment inventory and model analysis
7	Jim Rempel	Calgary	Strategy and Design	Strategy, planning, benchmarking, best practice, report writing, presentation
8	Lianne Smith	Ottawa	Interviews	Gathers end user business requirements

We will assign a team of 8 POG consultants to this project. This table provides the names and project responsibilities. Resources are finalized closer to the start date.

Detailed Action Plan for the Print Assessment

Item	Action Item Description
1	Assemble all cost, inventory and volume data that is <u>readily</u> available in existing files. This will apply to the pilot locations and if possible organization-wide stats, which will help to fine-tune / customize the extrapolation algorithms that will be applied.
2	Analyze all the data and tour around 70 sample floors from the pilot locations to "fill in the blanks" and acquire inventory information required to address LA County requirements and assessment requirements. (print, fax, copier, scanners, plotters, multi-functionals. Input all data collected into inventory spread sheets.
3	Where the County stats are not available, apply the POG developed and industry standard algorithms. This task includes a gap analysis, cross-referencing the Print Knowledge Database and calculation time.
4	Conduct 25 end user interviews. Clarify existing environment and any "special" circumstances that will impact solution opportunities. Analyze and document results.
5	If there is interest and assuming we can run it with minimal or no extra LA County effort → Utilized POG's web tool to conduct a web based survey of approximately 1,000 end users from various business groups throughout the organization. Determine question criteria and locations/staff involved. Document results.
6	Assess the current distributed print, fax, scan, multi-functional, plotter and copier environments. Create "current environment" documentation. Benchmark cost and volume stats to industry norms. Identify applicable best practices.
7	Security Assessment. While doing the physical sample inventory, observe and document security issues, concerns and opportunities for improvement.

8	Environmental Print Impact Assessment. Identify and quantify the key sustainment indicators (KSIs) associated with environmental impact. (e.g. paper usage, power consumption, real estate usage)
9	Write the current state baseline section of the report.
10	Develop the print solution / modeled target state. Incorporate LA County's standards, strategies, network environment and possible MPS arrangements/options.
11	Re-deploy existing infrastructure, on paper, and/or choose "best of breed" hardware to compliment current environment, as required. Informal investigation of vendor / supplier options and costs.
12	Identify a single recommendation, costs and available options.
13	Outline the general overall implementation and/or transition guidelines.
14	Create, finalize, review, fine-tune and print final report.
15	Present final report to LA County management and review with internal County support team. All documentation will be provided electronically and in hard copy.
16	Follow up questions / effort. Additional clarification meetings as required.

Note ... It is understood that POG must be sensitive to people's time while conducting this validation task. Resources are very busy within LA County at this time.

Terms & Conditions

#	Category	Description
1	Guarantee	There is a guarantee on assessment and validation work completed by POG. If the customer documents where the report does not satisfy the agreed to scope, and POG is unwilling or unable to address the concern(s), the customer has the option to pay only half the quoted price.
2	Margin of error	Plus or minus 10% on all volume and data calculations.
3	Facilities	POG consultants may need access to a desk, chair and a phone when on-site.

2. RFP and SLA Content Creation and Evaluation

Project Intent

County of Los Angeles (LA County) will engage an independent print consultant to create the content portion of the RFP / SLA necessary to secure a cost efficient Managed Print Services Agreement to address LA County print requirements. The intent is to apply POG's RFP / SLA process, skills, experience and knowledge to maximize the value and benefits LA County will derive from an MPS arrangement.

Project Scope

- Content portion of a RFP / SLA for LA County distributed print infrastructure & services

Licensing Agreement

This is a "one-time" license agreement. LA County is licensed to use the RFP / SLA process and content provided by POG once for the efficient acquisition of distributed and production print services. The deliverables of this engagement are for LA County use only and not intended for other organizations to utilize for their internal, or with their "go to market" strategy.

Objective

To write the content for an RFP and SLA that LA County could distribute to the marketplace in order to identify and select best 2 or 3 service providers who can cost effectively and efficiently replace, upgrade and provide services for the government-wide distributed print services as outlined in the print assessment report.

Deliverables

1. RFP/SLA Process Management
2. Request for Proposal (RFP) and Service Level Agreement (SLA) content for distributed print services.
3. Vendor response evaluation criteria, response review, interpretation, recommendations
4. Vendor selection / short-list support, contract negotiations support

Gentle Disclaimer

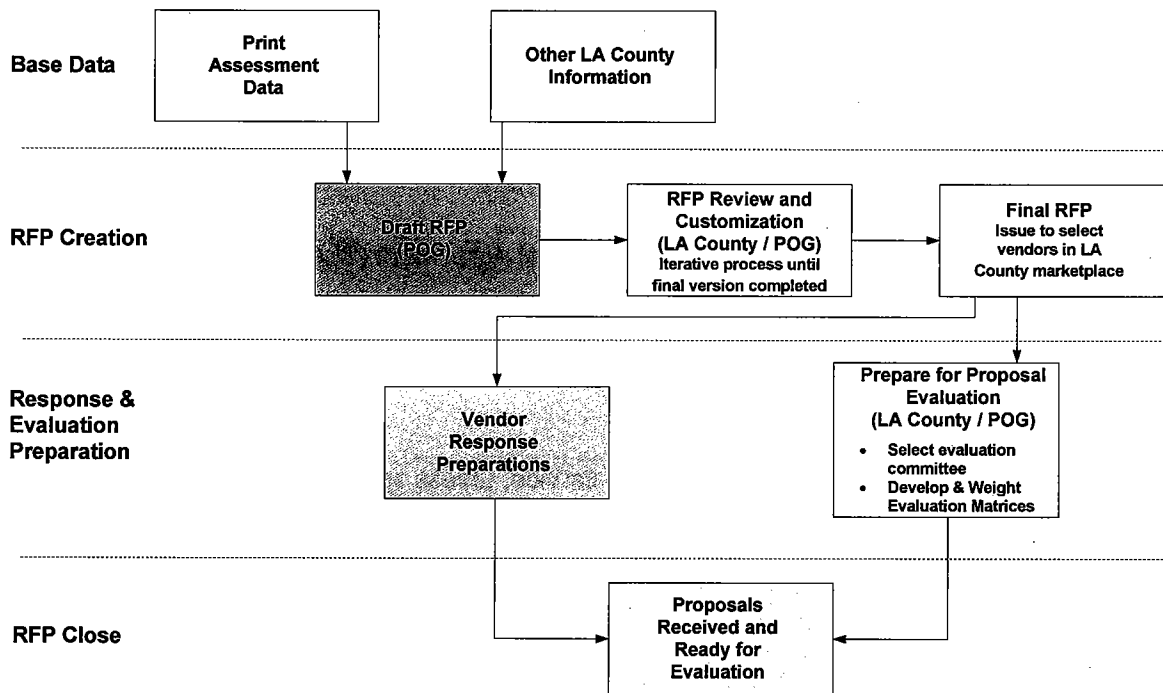
POG does not provide a RFP / SLA integration service, unless specifically requested by the customer. Every organization has their own RFP "template" document. In most cases, the sensitivity of those templates, and the pricing quote by POG does not allow for us to integrate the content or statement of work portion into the client's template. Integration is an optional service.

Fixed or Mandatory Milestone Tasks

Content creation is a mandatory task. These are the fixed tasks that must be completed in order to conduct a successful RFP / SLA process.

Item #	Task	Notes
1	Current State	Completed in the print assessment
2	Financials	Completed in the print assessment
3	Functionality Requirements	Confirm equipment functionality requirements
4	Network / IT Specifications	Document exact IT / networking requirements
5	Service Level Requirements	Secure all necessary service level expectations.
6	Rules of Engagement	Define and document specific LA County rules.
7	Value-add Services	Determine "best fit" value-add services for LA County
8	Evaluation Criteria	Create or enhance criteria for response evaluations
9	Write RFP	Create the distributed print content portion of / for the RFP
10	Write SLA	Write service level agreement section of the RFP
11	Iterations / Corrections	1 iteration included. <i>Extra cost ...2 days for each iteration.</i>
12	Distribution	To be handled by LA County procurement staff

RFP Creation Process

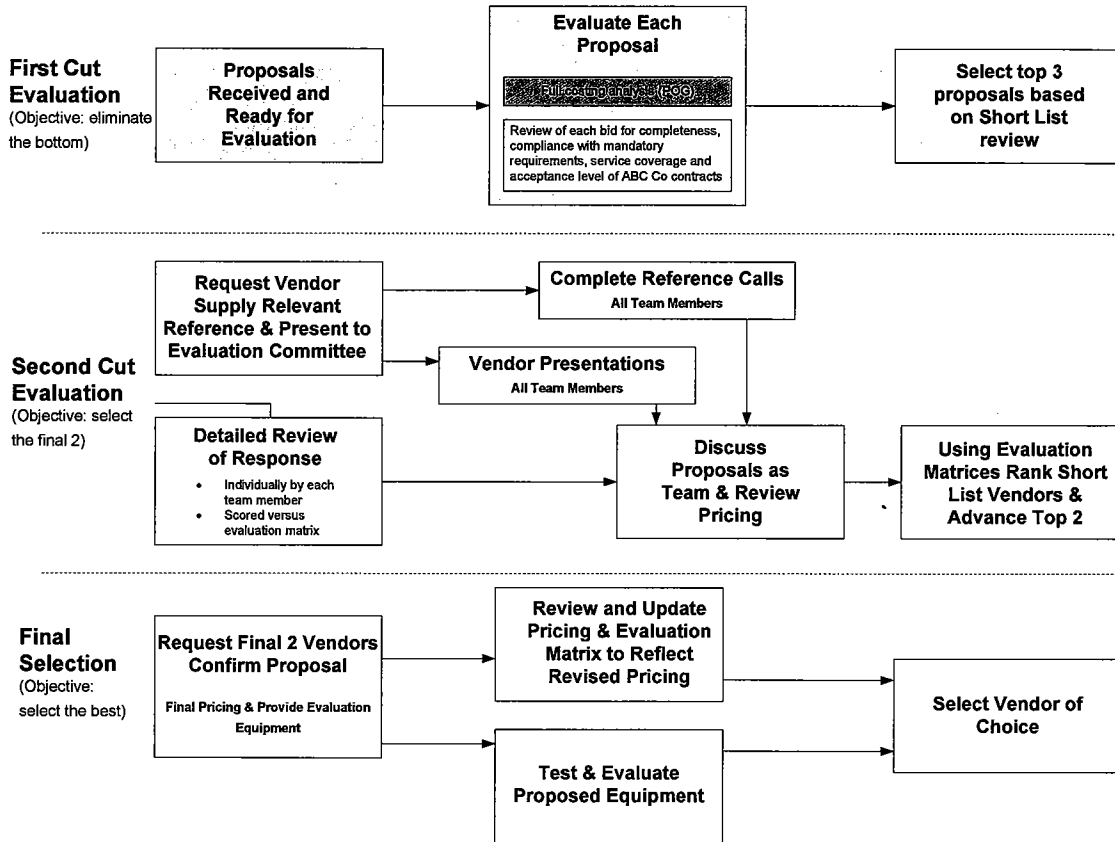


Variable Milestone Action Items

RFP response analysis and selection are variable time tasks. The time and effort extended are directly related to the number of responses received and the internal LA County process used to review, analyze, select, negotiate and finalize a contract with the winning pre-qualified vendors.

Item #	Task	Notes
13	Supplier Questions to RFP	Address supplier issues, questions and possible concerns
14	Analyze and Assess	Review responses. Includes financial and non-financial analysis fed into evaluation criteria spread sheets.
15	Vendor Meetings	Help with due diligence and/or vendor presentations
16	Short List Process	Help select the best 2 or 3 responses.
17	Hardware Certification	Provide on site support through certification. (i.e. facilitate)
18	Selection	Finalize arrangement / agreement
19	Executive Report	Generate executive summary documentation / presentation
20	Negotiations	Provide advisory support to procurement and legal staff
21	Finalize Contract / SLA	Assist with finalizing contract and SLA
22	Update Implementation Plan	Incorporate results into implementation plan

RFP Evaluation Process



Pricing

Category	Description	Price
Fixed steps 1 through 12	Content Creation ...and up to distribution	
		\$19,200
Variable action items 13 through 17	Analysis & Selection Daily rates apply, based upon type of resource required and amount of time invested. POG will utilize either a Senior Level Consultant or a Subject Matter Expert.	
Variable action items 18 through 22	Selection & Negotiations Daily rates apply, based upon type of resource required and amount of time invested. POG will utilize either a Senior Level Consultant or a Subject Matter Expert.	
Assumptions	<ul style="list-style-type: none"> • POG will evaluate 5 vendor responses. • Vendor responses are completed accurately per the RFP instructions, no variations or customizations • The RFP response templates are based on the POG templates. • No iterations of the evaluation summaries unless there are errors or agreed deficiencies in the POG work • The overall process is time boxed - 4 weeks evaluation • 2 weeks vendor negotiation (Note: the negotiations will be time pressured if the vendor raises numerous exceptions to the included contracts and will take a focused and dedicated effort by all parties to complete it) • The Agreements are LA County and not vendor documents. The documents are included in the RFP and the vendors are required to identify any, and all concerns in their response and no other discussion will be allowed. • Any special LA County specific requirements in reviewing responses and awarding contracts are known and accounted for in our fixed bid. Requirements provided after the bid are Out of Scope. • Only responses to the RFP will be included in the fixed fee committed to. All alternative bids provided will be reviewed on LA County's request but as an additional cost base on actual hours worked. • The majority of the POG work will be completed offsite, at our offices; onsite time will be limited to 5 days each for the evaluation and vendor negotiation sections. All travel expenses will be the responsibility of LA County. • Questions sent to POG will be limited to 20 total. Questions will need to be validated and consolidated by LA County 	
		\$30,000

- Any items outside of the specified fixed pricing and scope will be billed via a daily fee of \$1,200 to \$1,600 per day.

Estimated Print Operations Expense Budget

1. Expenses would include travel from Calgary, Alberta, Canada, accommodations and food, all of which would have to be approved by LA County prior to starting work.
2. The team will gather all the information and work on it in Calgary to save on expenses.
3. It is not our intention to make a profit, or assume a loss on expenses.

Expense Category	Calculations Logic	Estimated Cost
Airfare	3 Round Trip Flights @ \$900 each	\$ 2,700
Taxi and Car	Combination of Rental Car and Taxi expense	500
Accommodations	8 Nights @ \$175 Per Night	1,400
Per Diem	12 Days @ \$60 Per Diem	700
Expenses	POG's disbursement fee is 1.2% of the price of the job, not including expenses which are charged back at the actual cost.	2,900
Estimated Total		\$8,200

Terms & Conditions

#	Category	Description
1	Margin of error	Plus or minus 10% on all volume and data calculations.
2	Termination	Early termination is not an option for projects less than 4 months in duration.
3	Facilities	POG consultants may need access to a desk, chair and a phone when on-site.

EXHIBIT – B

PRICING SCHEDULE

1. Printing Assessment Pilot Project

Task	Pricing
Project Management & Coordination	\$32,000
Inventory Gathering	28,500
Financial Analysis	20,000
Business Requirements Gathering	22,300
Software Licensing	0
Current Baseline & Benchmarking	16,000
Modeled State	16,000
Project Professional Services Fee	\$134,800
Travel Costs	\$14,000
Total Printing Assessment Pilot Cost	\$148,800

2. RFP and SLA Content Creation and Evaluation

Task	Pricing
Content Creation up to Distribution	\$19,200
Analysis, Selection and Negotiations Variable as per stated assumptions	\$30,000 maximum
Project Professional Services Fee	\$49,200 maximum
Travel Costs Variable as per stated assumptions	\$8,200 maximum
Total RFP and SLA Content Creation and Evaluation Cost	\$57,400 maximum

Total Cost

\$206,200

EXHIBIT – C

PAYMENT SCHEDULE

<u>Milestone</u>	<u>Payment Amount/ Percentage</u>
1. Printing Assessment Pilot Project	
A. Approved Project Control Document	\$37,200
B. Document Current State Baseline	\$37,200
C. Identify Cost Reductions, Benefits, Strategy and Modeled Target State	\$37,200
D. Report Presentation	<u>\$37,200</u>
Printing Assessment Pilot Project Total	<u>\$148,800</u>
2. RFP and SLA Content Creation and Evaluation	
A. Distribute RFP	\$20,000
B. Complete Vendor Negotiations	Remaining payment, up to a <u>maximum of \$37,400</u>
RFP and SLA Content Creation and Evaluation Total	<u>\$57,400 max</u>

EXHIBIT – D

RELEVANT CORRESPONDENCE

Index of attached correspondence:

1. Email from POG dated 1/26/2011, 12:58 pm – FW: Confirming Scope of LA County Print Assessment and RFP; Final Pricing Proposal
2. FINAL LA County Assessment and RFP Scope of Work Jan 2011.doc
3. Email from POG dated 1/6/2011 11:34 am – POG Guarantee

From: Dorota Ulkowska [mailto:dorota.ulkowska@printopsgroup.com]
Sent: Wednesday, January 26, 2011 12:58 PM
To: John Arnstein
Cc: Dennis Shute; Richard Sanchez; Greg Melendez; Bob Currie; Jim Rempel
Subject: FW: Confirming Scope of LA County Print Assessment and RFP; Final Pricing Proposal

John,

As per our conversation this morning, please refer to my notes in blue addressing your questions. Please note, I refer to the Assessment, RFP, and the Transition Plan. You have in scope the Assessment and RFP only. The Transition plan is not a part of the existing scope which I sent out to you this morning.

Please let me know if you have any further questions.

Thank you,

Dorota Ulkowska

Print Operations Group

Global Director Business Development

Print Infrastructure Optimization

t 403.714.6559

www.printopsgroup.com

From: John Arnstein [mailto:JArnstein@cio.lacounty.gov]
Sent: January-25-11 3:31 PM
To: Dorota Ulkowska
Cc: Jim Rempel; Richard Sanchez; Greg Melendez
Subject: Confirming Scope of LA County Print Assessment and RFP; Final Pricing Proposal

Dorota:

As we hopefully come to the final steps of confirming POG's proposed work with LA County we want to confirm whether the Print Assessment and/or RFP will include the following important elements:

- LA County organizational approach to managing/sustaining print optimization – the number of County resources, their qualifications and organizational location within the County for managing and sustaining the print optimization program post-RFP.
 - POG will provide LA County with an overview of what the sustainment program should look like within the Assessment. Within the RFP/SLA POG will provide certain sustainment program specifications.
 - The description of the Sustainment is included in the Assessment, however, the location within the County is left to be decided by LA County
 - The sustainment resourcing is documented in the Transition Plan along with the implementation resourcing by level. However, there are no descriptions of the qualifications of the resources.

Contract for Printing Assessment Pilot and Managed Print Services Procurement

Assistance

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March 2011

- Recommended financial approach for contracting with vendors; i.e. lease, purchase or other.
 - A Strategy and modeled target state will be presented in the assessment, which will include financial options and recommendations.
 - The RFP will identify and quantify the financial options as we evaluate purchase, lease and “All Inclusive” price per page.
- Recommended approach for how departments will engage with qualified vendors in order to solicit specific departmental proposals.
 - This is not covered in the Assessment or RFP.
 - POG can work with LA County as an additional item post RFP Evaluations/Selection in order to guide the LA County internal process.
- Definition of selection criteria for departments to select their print optimization vendor.
 - We will provide the selection criteria for the selection of vendors in the RFP process. However, once pre qualified vendors are selected, further internal selection criteria will not be presented beyond the RFP process.
 - POG can work with LA County as an additional item post RFP Evaluations/Selection in order to guide the LA County internal process.
- Definition of terms and conditions in the vendor qualification RFP, so that they do not have to be negotiated as part of each departmental selection.
 - This is included in the RFP/SLA creation, evaluations and negotiations.
 - The RFP/SLA will have the SLA and Master agreements that the qualified vendor(s) will be required to execute included in it. The vendor will be expected to identify as part of their response any concerns that they have and would want to negotiate on all the other clauses that would be deemed as accepted and not open to discussion.
- Recommended approach for monitoring departmental implementation results.
 - Strategy, Modeled target state and Transition plan overview will be presented in the Assessment. However, no direct tools will be provided around ongoing sustainment program or deployment/implementation plans. This is outside the scope of the assessment and RFP process.
 - The SLA component of the RFP includes a section specifying ongoing reporting requirements.

Also, as we discussed a few weeks back, we are now asking POG to sharpen its pencil and provide the County with the best possible pricing for the Assessment and Vendor Selection phases. Not only is pricing important due to the very dire financial climate we are operating in, it is also important to be able to report to all those we still need to get approval from (CEO, Board of Supervisors) that our office has been able to negotiate the best possible pricing for your services.

POG has provided LA County with Assessment pricing consisting of very small margins on our consulting in order to win the Assessment RFP. As we have been working diligently to secure the scope of work with LA County, POG has also invested travel and time into presentations and providing all the necessary information to further the business case forward. In addition, the RFP creation has been reduced in price from \$24,300 to \$19,200...a discount of \$5,100. Added to the travel and time expenses from POG, our investment in the project has been over \$10,500.

I hope that this will assist the CEO and Board of Supervisors understand the level of POG's commitment and dedication to this project.

Let me know if any question or comments. We look forward to receiving your final work plan, pricing and responses to these questions.

John Arnstein
Associate CIO
213-253-5621
213-215-9553 mobile



January 26th,
 2011

County Of Los Angeles California

1. Printing Assessment Pilot Project

Task	Bid Pricing
Project Management & Coordination	\$32,000
Inventory Gathering	28,500
Financial Analysis	20,000
Business Requirements Gathering	22,300
Software Licensing	0
Current Baseline & Benchmarking	16,000
Modeled State	16,000
Project Professional Services Fee	\$134,800
Travel Costs	\$14,000
Total Project Cost	\$148,800

2. RFP and SLA Content Creation and Evaluation

Task	Bid Pricing
Content Creation ...and up to distribution	\$19,200
Analysis, Selection and Negotiations <ul style="list-style-type: none"> • As per stated assumptions 	\$30,000
Project Professional Services Fee	\$49,200
Travel Costs	\$8,200
Total Project Cost	\$57,400

1. Printing Assessment Pilot Project

Requirement

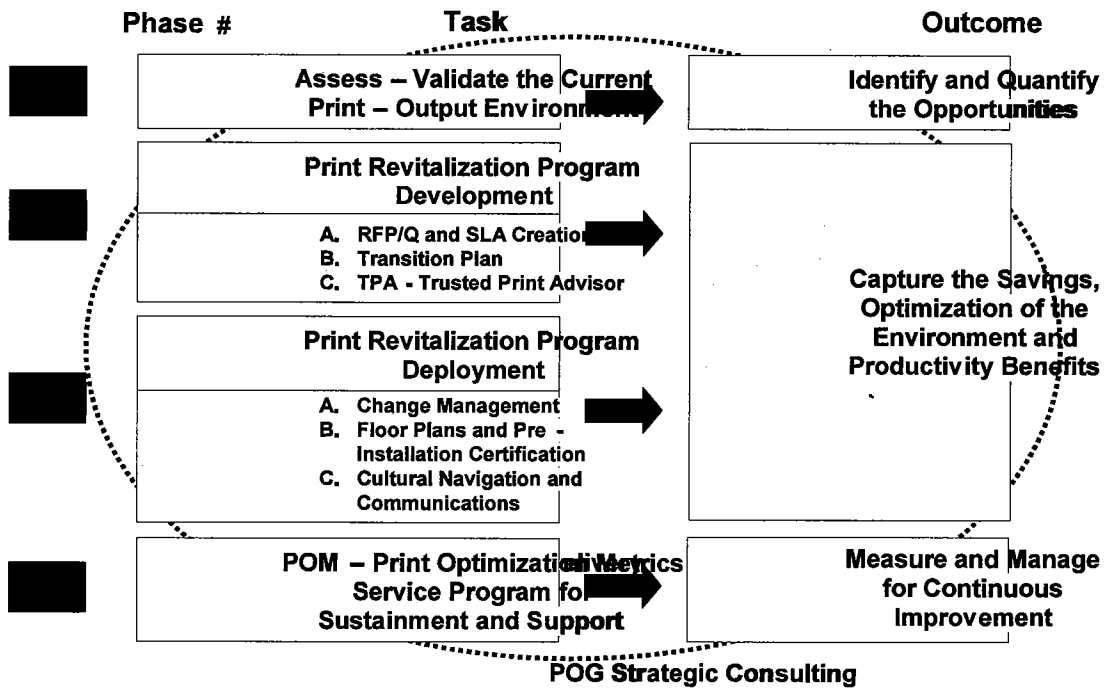
Knowledge of your current print environment will be critical prior to going to the market with a Managed Print Services RFP. LA County will require a clear understanding of the current state baseline of the distributed printing environment along with concise and industry best practice direction for the future modeled target state before entering a Managed Print Services agreement. Using an independent print consulting firm to validate current state information and to conduct a benchmark and best practices assessment is a proactive and strategic initiative that LA County can take to identify and quantify cost effective print optimization opportunities.

The LA County pilot print assessment requirement includes 16,827 staff over 4 strategic locations. Those results will be extrapolated in order to generate organization-wide metrics and a business case to support a “go” or “no go” decision with respect to a Managed Print Services RFP. The size of the opportunity will match the size of the organization. LA County is a large organization. The assessment will be a very strategic first step to capturing significant cost reductions and deploying impressive productivity gains for the end user community.

Scope Objectives

11. Gather distributed print related costs, print volumes, inventory and related statistics.
12. Investigate and analyze existing print related service arrangements.
13. Conduct a gap analysis. Use proven algorithms and the Print Knowledge Database© to address missing data elements in order to create an accurate current state baseline.
14. Calculate and document Key Performance Indicators (KPIs) and Key Sustainment Indicators (KSIs or “green” metrics)
15. Benchmark current state against comparable organizations and identify best practices from top performing organizations that will, or could apply to LA County.
16. Create an innovative County-wide print strategy supported by a modeled target state and specific “actionable” Managed Print Services recommendations.
17. Identify and quantify infrastructure based operating cost reduction opportunities within the pilot locations that can be extrapolated across the organization.
18. Improve the control and on-going management of print, copy, fax, scan, plot, and multi-functional environment.
19. Identify opportunities to improve print environment efficiencies and end user satisfaction.
20. Present the business case to senior executives in order to assist the “next step” decisions specific to the creation of a potential Managed Print Services RFP.

Process Overview



In Scope → Step #1

#	Deliverable	Description
1	Current State Baseline	Validation of existing costs, volumes, equipment inventory, etc. Benchmarking and best practice identification.
2	Strategy	Provide overall county-wide direction, logic and decisions for the entire printing, copying, faxing, scanning, plotting and multi-functional environment.
3	Modeled Target State	A modeled target state, supported by detailed recommendations, will provide the specifics and necessary details that can be used to complete the financial analysis and create a detailed transition plan. This information can be directly fed into an MPS vendor RFP.

NOT In Scope → Steps #2 and #3

#	Deliverable	Description
1	Transition Plan	The transition plan will identify manpower requirements, deployment timing and the milestone steps that must be addressed to obtain the desired results.
2	RFP / SLA Content Request for Proposal Service Level Agreement	The print assessment report, the strategy, modeled target state and transition planning information are used to create a well defined RFP / SLA package which will help select the "best value" manufacturer / service provider(s) from the marketplace.
3	Deployment Task	Deploying the Print Revitalization Program will capture the cost reductions, improve customer satisfaction and increase end user productivity.
4	On-going Support (i.e. Sustainment Program)	The on-going support program will ensure the print strategy is maintained and sustained ...and the print environment is properly measured and managed on an on-going basis.
5	Policy / Governance Documentation	Global policy and governance documentation used to guide executives and staff in making the correct print related decisions. e.g. equipment allocation decision tree matrix is a common deliverable of this task.

Locations Included in Pilot Scope

#	Location	# Actual Locations	# of Staff
1	Chief Executive Officer (CEO)	4	550
2	Department of Children and Family Services (DCFS)	43	7,390
3	Department of Mental Health (DMH)	100	3,800
4	Department of Public Health (DPH)	77	5,087
		224	16,827

POG will extrapolate pilot results across the entire organization using whatever total organization stats are readily available from LA County through our stats gathering process. We have applied the POG "normalized floor" algorithm in order to estimate the number of "half city block equivalent" pilot floors to be 200 at 84 staff per floor on average = 16,800 staff.

Suggested POG Approach → Inventory

Output device inventory stats are critical to the assessment and for creating an effective RFP. Inventory can be done in one of two ways.

3. Manually count all the devices
4. Use software to automatically count the devices

Due to the size of LA County and knowing the benefits, and limitations of both inventory methods, POG is proposing a mix of both. A manual process will truly capture all the devices regardless of whether it is network connected or not. POG extrapolation routines are proven to be very accurate. ...but a manual process is time consuming and expensive. Software will capture organization-wide device counts very quickly, but may not "see" everything, especially those units not connected to the network... and the physical layout of the office. An accurate inventory count is critical to the quality of your RFP and the ultimate decision making process.

Inventory data tends to get out-dated very quickly. There can be a significant time gap between taking the inventory and the new solution deployment. As important as asset counts are, they must be updated or confirmed during the pre-deployment process. Our suggested approach is to manually inventory 35%, or 70 of the pilot site floors and then use either existing LA County print monitoring software, or optionally, ... go to the market to request 30 day free trial software and automatically capture as much of the pilot inventory, and the organization-wide inventory as possible. The POG analysis and interpretation algorithms will generate a very accurate pilot and County-wide inventory count for a fraction of the cost in much less time.

Pricing Impact → The POG inventory approach will allow us to be time efficient and much more cost effective. A full manual inventory would increase our quoted price from \$134,800 to \$210,600. The difference, which has been incorporated into our official pricing response, is \$75,800. (36% reduction)

We hope you will agree with and support POG's approach to taking inventory for LA County.

Proposed Project Scope

To address the requirements outlined in this scope table, POG Consulting will utilize asset monitoring software, all existing information available from LA County and the existing suppliers. We will apply POG developed and proven algorithms to address any remaining data gaps.

#	Category Description	Action Items
1	B&W and Color Distributed Printing	Provide specific recommendations for cost reductions and productivity improvements on the LAN and personal / standalone B&W and Color distributed printing environment.
2	Convenience Copiers	Provide strategy directions and specific recommendations for cost reductions.
3	Fax hardware & fax automation software	Provide innovative suggestions on the fax hardware & software environments as they pertain to & impact the print environment.
4	Multi-Functional opportunity	Investigate the potential cost efficiency opportunities of merging existing and potential future digital technologies.
5	Imaging / Scanning	Inventory standalone scanners. This will serve as important input for multi-functional device (MFD) requirements and directions.
6	Wide-format Plotting	Count the units. Quantify the spend. Provide recommendations and cost analysis.
7	Current Cost Analysis	Define the current print environment and associated costs. (printers, copiers, faxes, MFDs, scanners & plotters.)
8	Document end user issues	Document end user issues, concerns and requirements.
9	Industry benchmarking	Compare the County print environment to similar organizations.
10	Existing Infrastructure	Better utilize the County's existing infrastructure if, and where, possible.
11	Implementation Plans	Provide a general overview of implementation guidelines & install schedule.
12	Multi-functional Security Observations	During the manual inventory process, POG will make observations specific to MFD security gaps, issues and/or concerns.
13	Environmental Print Impact Assessment	Gather and process the necessary metrics to determine the environmental impact printing has within LA County.

Timing

4. Project Start date (month, year)	5. February 2011
6. Target Completion Date (Elapse time = 3 months)	7. May 2011

Print Study Deliverable

The County will receive a detailed reference report and an executive summary on the current print environment indicating specific areas where costs could be optimized and productivity could be improved. Specifically, the report will include the following information.

#	Deliverable	Description
1	Current State Information	Detailed worksheets and calculations used to determine the current state of each key component of the printing environment. (i.e. volumes, inventory, financials)
2	Benchmarking Commentary	Current state data is interpreted by subject matter experts and comments are provided. Benchmarking and Best Practices information is also included for comparison / illustration purposes.
3	Current State Financial Summary	All current state financials are rolled up into a summary. Information will include the following areas: d) Purchase and/or lease status as per LA County provided information e) Current state cost of Pilot locations in total and physical floor f) Cost extrapolation across the organization
4	End User Interview Results	Face-to-face interview results from 25 end users will provide an opportunity to solicit valuable information from the end user community and will begin to secure "buy-in" for deployment of the strategy. The results of the end user interviews are categorized and summarized in the main report. If there is interest, and with LA County's approval, POG can deploy our Web based end user survey tool in order to solicit valuable input from an additional 1,000 end users. It is an efficient tool to secure additional end user feedback.
5	Printing Strategy	The data gathered and analysis completed is used to create a detailed corporate-wide print strategy. This strategy will clearly set the direction for infrastructure configurations, deployment, and management of the print environment ... or MPS solution.
6	Modeled Target State	The strategy is used to generate a set of recommendations that form the specific / detailed solution that will support the strategy and the objectives of the overall print environment assessment.
7	Modeled State Financial Summary	All modeled target state financials are rolled up into a summary. c) Current state cost of Pilot locations in total d) Cost extrapolation across the county
8	Implementation Guidelines	Implementation guidelines are provided that will support the deployment of the Print Revitalization Program. This information will provide "food for thought" and input into the creation of a detailed transition planning document.

9	Transition Planning Template	A transition planning template document is included for future county-wide implementation planning.
10	Security Assessment	POG will document any and all observations made specific to MFD security gaps, issues and/or concerns. (Taken from physical inventory completed)
11	Environmental Print Impact	Describe and where possible and quantify, with metrics the environmental impact of the printing within the county. (KSI's ... Key Sustainment Indicators)

#	Name	Location	Consultant Role	Responsibilities
1	Bob Currie	Calgary	Project Manager	Senior Project Manager; will drive the project to a successful conclusion
2	Dennis Shute	Calgary	Project Manager (Back up if required)	Chief Operating Officer and subject matter expert on external print. Contracts review, financial analysis
3	Leo Purcka	Calgary	Cultural Navigation	Gathers end user business requirements & security observations
4	Dorota Ulkowska	Calgary	Project Coordination	Logistics and project team coordination
5	Sean Lang	Calgary	Financial Modeling	Gathers, costs, volumes and all print statistics available / required.

Project Team

6	Joe Mullins	Calgary	Inventory	Equipment inventory and model analysis
7	Jim Rempel	Calgary	Strategy and Design	Strategy, planning, benchmarking, best practice, report writing, presentation
8	Lianne Smith	Ottawa	Interviews	Gathers end user business requirements

We will assign a team of 8 POG consultants to this project. This table provides the names and project responsibilities. Resources are finalized closer to the start date.

Pricing

Estimated Print Operations Expense Budget

8. Expenses would include travel from Calgary, Alberta, Canada, accommodations and food, all of which would have to be approved by LA County prior to starting work.
9. The team will gather all the information and work on it in Calgary to save on expenses.
10. It is not our intention to make a profit, or assume a loss on expenses.

Expense Category	Calculations Logic	Estimated Cost
Airfare	7 Round Trip Flights @ \$850 each	\$ 6,000
Taxi and Car	Combination of Rental Car and Taxi expense	1,500
Accommodations	30 Nights @ \$150 Per Night	4,500
Per Diem	35 Days @ \$50 Per Diem	2,000
Estimated Total		\$14,000

Detailed Action Plan for the Print Assessment

Item #	Description	Pricing
1	Fix bid price. (taxes, as/if applicable, are extra)	\$134,800
2	Estimated expenses required for this project (e.g. airfare, car, hotel, food) COUNTY and POG will build the expense budget together.	\$14,000
Item	Action Item Description	
1	Assemble all cost, inventory and volume data that is readily available in existing files. This will apply to the pilot locations and if possible organization-wide stats, which will help to fine-tune / customize the extrapolation algorithms that will be applied.	
2	Analyze all the data and tour around 70 sample floors from the pilot locations to "fill in the blanks" and acquire inventory information required to address LA County requirements and assessment requirements. (print, fax, copier, scanners, plotters, multi-functionals. Input all data collected into inventory spread sheets.	
3	Where the County stats are not available, apply the POG developed and industry standard algorithms. This task includes a gap analysis, cross-referencing the Print Knowledge Database	

	and calculation time.
4	Conduct 25 end user interviews. Clarify existing environment and any "special" circumstances that will impact solution opportunities. Analyze and document results.
5	If there is interest and assuming we can run it with minimal or no extra LA County effort → Utilized POG's web tool to conduct a web based survey of approximately 1,000 end users from various business groups throughout the organization. Determine question criteria and locations/staff involved. Document results.
6	Assess the current distributed print, fax, scan, multi-functional, plotter and copier environments. Create "current environment" documentation. Benchmark cost and volume stats to industry norms. Identify applicable best practices.
7	Security Assessment. While doing the physical sample inventory, observe and document security issues, concerns and opportunities for improvement.
8	Environmental Print Impact Assessment. Identify and quantify the key sustainment indicators (KSIs) associated with environmental impact. (e.g. paper usage, power consumption, real estate usage)
9	Write the current state baseline section of the report.
10	Develop the print solution / modeled target state. Incorporate LA County's standards, strategies, network environment and possible MPS arrangements/options.
11	Re-deploy existing infrastructure, on paper, and/or choose "best of breed" hardware to compliment current environment, as required. Informal investigation of vendor / supplier options and costs.
12	Identify a single recommendation, costs and available options.
13	Outline the general overall implementation and/or transition guidelines.
14	Create, finalize, review, fine-tune and print final report.
15	Present final report to LA County management and review with internal County support team. All documentation will be provided electronically and in hard copy.
16	Follow up questions / effort. Additional clarification meetings as required.

Note ... It is understood that POG must be sensitive to people's time while conducting this validation task. Resources are very busy within LA County at this time.

Terms & Conditions

#	Category	Description
1	Guarantee	There is a guarantee on assessment and validation work completed by POG. If the customer documents where the report does not satisfy the agreed to scope, and POG is unwilling or unable to address the concern(s), the customer has the option to pay only half the quoted price.

2	Margin of error	Plus or minus 10% on all volume and data calculations.
3	Termination	Early termination is not an option for projects less than 4 months in duration.
4	Facilities	POG consultants may need access to a desk, chair and a phone when on-site.
5	Invoicing	POG invoices in two equal payments ... project initiation and at completion.
6	Expenses	POG's disbursement fee is 1.2% of the price of the job, not including expenses which are charged back at the actual cost. It is payable as part of the second invoice. As with any professional organization, disbursements include phone and long distance charges, cell phone usage, Internet services, fax if or as required, printing, travel coordination, administration and courier / postage costs.
7	Pricing quote	POG fee quotes are valid for 60 days.

Clarification ... It is understood that the LA RFP and contract will take precedence over the above POG terms and conditions.

2. RFP and SLA Content Creation and Evaluation

Project Intent

County of Los Angeles (LA County) will engage an independent print consultant to create the content portion of the RFP / SLA necessary to secure a cost efficient Managed Print Services Agreement to address LA County print requirements. The intent is to apply POG's RFP / SLA process, skills, experience and knowledge to maximize the value and benefits LA County will derive from an MPS arrangement.

Project Scope

- Content portion of a RFP / SLA for LA County distributed print infrastructure & services

Licensing Agreement

This is a "one-time" license agreement. LA County is licensed to use the RFP / SLA process and content provided by POG once for the efficient acquisition of distributed and production print services. The deliverables of this engagement are for LA County use only and not intended for other organizations to utilize for their internal, or with their "go to market" strategy.

Objective

To write the content for an RFP and SLA that LA County could distribute to the marketplace in order to identify and select best 2 or 3 service providers who can cost effectively and efficiently replace, upgrade and provide services for the government-wide distributed print services as outlined in the print assessment report.

Deliverables

5. RFP/SLA Process Management
6. Request for Proposal (RFP) and Service Level Agreement (SLA) content for distributed print services.
7. Vendor response evaluation criteria, response review, interpretation, recommendations
8. Vendor selection / short-list support, contract negotiations support

Gentle Disclaimer

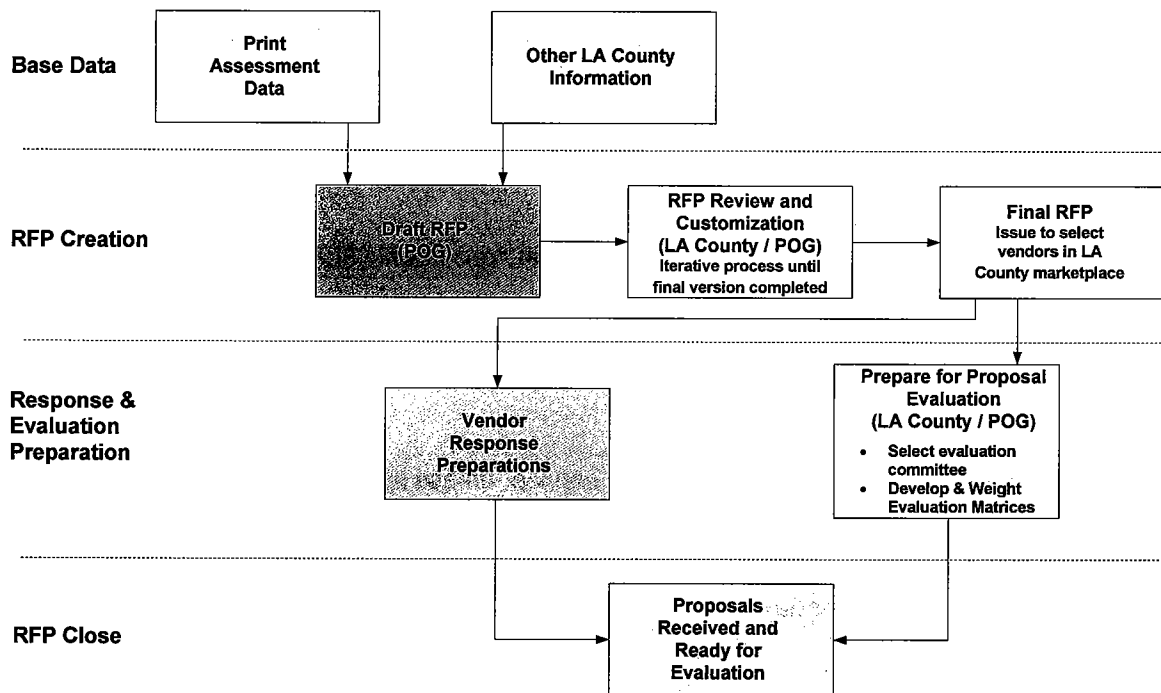
POG does not provide a RFP / SLA integration service, unless specifically requested by the customer. Every organization has their own RFP "template" document. In most cases, the sensitivity of those templates, and the pricing quote by POG does not allow for us to integrate the content or statement of work portion into the client's template. Integration is an optional service charged at \$1,600 per day.

Fixed or Mandatory Milestone Tasks

Content creation is a mandatory task. These are the fixed tasks that must be completed in order to conduct a successful RFP / SLA process.

Item #	Task	Notes
1	Current State	Completed in the print assessment
2	Financials	Completed in the print assessment
3	Functionality Requirements	Confirm equipment functionality requirements
4	Network / IT Specifications	Document exact IT / networking requirements
5	Service Level Requirements	Secure all necessary service level expectations.
6	Rules of Engagement	Define and document specific LA County rules.
7	Value-add Services	Determine "best fit" value-add services for LA County
8	Evaluation Criteria	Create or enhance criteria for response evaluations
9	Write RFP	Create the distributed print content portion of / for the RFP
10	Write SLA	Write service level agreement section of the RFP
11	Iterations / Corrections	1 iteration included. <i>Extra cost ...2 days for each iteration.</i>
12	Distribution	To be handled by LA County procurement staff

RFP Creation Process

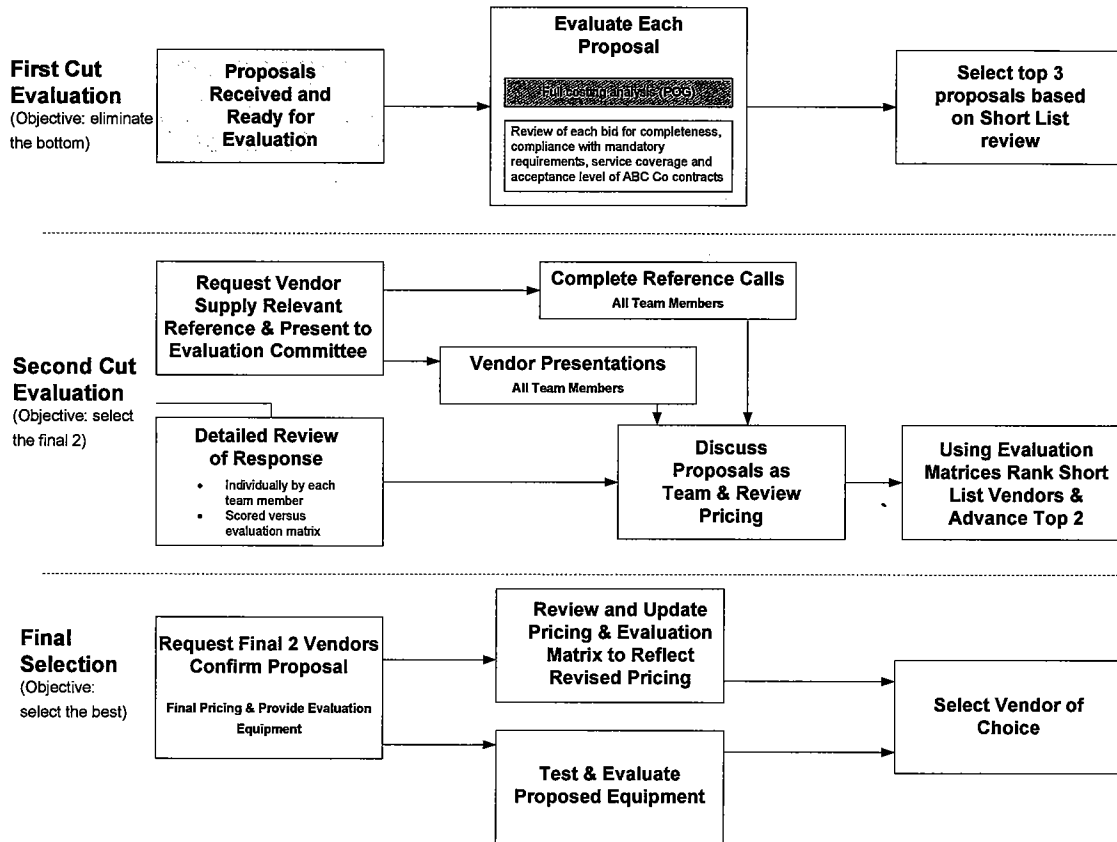


Variable Milestone Action Items

RFP response analysis and selection are variable time tasks. The time and effort extended are directly related to the number of responses received and the internal LA County process used to review, analyze, select, negotiate and finalize a contract with the winning pre-qualified vendors.

Item #	Task	Notes
13	Supplier Questions to RFP	Address supplier issues, questions and possible concerns
14	Analyze and Assess	Review responses. Includes financial and non-financial analysis fed into evaluation criteria spread sheets.
15	Vendor Meetings	Help with due diligence and/or vendor presentations
16	Short List Process	Help select the best 2 or 3 responses.
17	Hardware Certification	Provide on site support through certification. (i.e. facilitate)
18	Selection	Finalize arrangement / agreement
19	Executive Report	Generate executive summary documentation / presentation
20	Negotiations	Provide advisory support to procurement and legal staff
21	Finalize Contract / SLA	Assist with finalizing contract and SLA
22	Update Implementation Plan	Incorporate results into implementation plan

RFP Evaluation Process



Pricing

Category	Description	Price
Fixed steps 1 through 12	Content Creation ...and up to distribution	
		\$19,200
Variable action items 13 through 17	Analysis & Selection Daily rates apply, based upon type of resource required and amount of time invested. POG will utilize either a Senior Level Consultant or a Subject Matter Expert.	
Variable action items 18 through 22	Selection & Negotiations Daily rates apply, based upon type of resource required and amount of time invested. POG will utilize either a Senior Level Consultant or a Subject Matter Expert.	
Assumptions	<ul style="list-style-type: none"> • POG will evaluate 5 vendor responses. • Vendor responses are completed accurately per the RFP instructions, no variations or customizations • The RFP response templates are based on the POG templates. • No iterations of the evaluation summaries unless there are errors or agreed deficiencies in the POG work • The overall process is time boxed - 4 weeks evaluation • 2 weeks vendor negotiation (Note: the negotiations will be time pressured if the vendor raises numerous exceptions to the included contracts and will take a focused and dedicated effort by all parties to complete it) • The Agreements are LA County and not vendor documents. The documents are included in the RFP and the vendors are required to identify any, and all concerns in their response and no other discussion will be allowed. • Any special LA County specific requirements in reviewing responses and awarding contracts are known and accounted for in our fixed bid. Requirements provided after the bid are Out of Scope. • Only responses to the RFP will be included in the fixed fee committed to. All alternative bids provided will be reviewed on LA County's request but as an additional cost base on actual hours worked. • The majority of the POG work will be completed offsite, at our offices; onsite time will be limited to 5 days each for the evaluation and vendor negotiation sections. All travel expenses will be the responsibility of LA County. • Questions sent to POG will be limited to 20 total. Questions will need to be validated and consolidated by LA County 	
		\$30,000

- Any items outside of the specified fixed pricing and scope will be billed via a daily fee of \$1,200 to \$1,600 per day.

Estimated Print Operations Expense Budget

11. Expenses would include travel from Calgary, Alberta, Canada, accommodations and food, all of which would have to be approved by LA County prior to starting work.
12. The team will gather all the information and work on it in Calgary to save on expenses.
13. It is not our intention to make a profit, or assume a loss on expenses.

Expense Category	Calculations Logic	Estimated Cost
Airfare	3 Round Trip Flights @ \$900 each	\$ 2,700
Taxi and Car	Combination of Rental Car and Taxi expense	500
Accommodations	8 Nights @ \$175 Per Night	1,400
Per Diem	12 Days @ \$60 Per Diem	700
Expenses	POG's disbursement fee is 1.2% of the price of the job, not including expenses which are charged back at the actual cost.	2,900
Estimated Total		\$8,200

14.

Terms & Conditions

#	Category	Description
1	Margin of error	Plus or minus 10% on all volume and data calculations.
2	Termination	Early termination is not an option for projects less than 4 months in duration.
3	Facilities	POG consultants may need access to a desk, chair and a phone when on-site.
4	Invoicing	POG invoices in two equal payments ... project initiation and at completion.
5	Expenses	POG's disbursement fee is 1.2% of the price of the job, not including expenses which are charged back at the actual cost. It is payable as part of the second invoice. As with any professional organization, disbursements include phone and long distance charges, cell phone usage, Internet services, fax if or as required, printing, travel coordination, administration and courier / postage costs.
6	Pricing quote	POG fee quotes are valid for 60 days.

From: Dorota Ulkowska [mailto:dorota.ulkowska@printopsgroup.com]
Sent: Thursday, January 06, 2011 11:34 AM
To: John Arnstein
Cc: Richard Sanchez; Greg Melendez; Jim Rempel
Subject: POG Guarantee

John,

Following our conversation I wanted to put into writing the offer of the 50% guarantee.

As you are aware, the POG Assessment work has a 50% guarantee which offers for our customers the option not to pay the second half of the assessment fee IF the customer does not see the value of the assessment or if we have not met our objectives once the report has been presented.

Even though the guarantee is not offered in the Validation Business Cases, I would like to extend it to the Sherriff's Department. As the Sherriff's Department is the second largest LA County Department, we feel that the total savings will be very large, with a quick ROI on the Business Case. We feel very comfortable to extend the guarantee in this case only, in hopes that Sherriff's Department will be a successful example to the rest of the Departments within LA County.

Thank you,

Dorota Ulkowska
Print Operations Group
Global Director Business Development
Print Infrastructure Optimization
t 403.714.6559
www.printopsgroup.com

EXHIBIT – E

CONTRACTOR'S PROPOSAL

***POG Proposal Dated December 3, 2010
(Incorporated by Reference)***

EXHIBIT- F

**COUNTY'S RFP DATED OCTOBER 22, 2010
(INCORPORATED BY REFERENCE)**

EXHIBIT – G

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Richard Sanchez

Title: Chief Information Officer

Address: 350 S. Figueroa St. #188 Los Angeles, CA. 90071

Telephone: 213-253-5600

Facsimile: 213-633-4733

E-Mail Address: Rsanchez@cio.lacounty.gov

COUNTY PROJECT MANAGER:

Name: John Arnstein

Title: Senior Associate Chief Information Officer

Address: 350 S. Figueroa St. #188 Los Angeles, CA. 90071

Telephone: 213-253-5621

Facsimile: 213-633-4733

E-Mail Address: Jarnstein@cio.lacounty.gov

EXHIBIT – H

CONTRACTOR'S ADMINISTRATION

NAME: Print Operations Group, Inc. (POG)

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Bob Currie
Title: Vice President Operations _____
Address: #404, 205 Riverfront Ave SW, Calgary, Alberta T2P 5K4 CANADA _____
Telephone: 403-560-9286 _____
Facsimile: 403-263-0086 _____
E-Mail Address: bob.currie@printopsgroup _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jim Rempel
Title: President
Address: #404, 205 Riverfront Ave SW, Calgary, Alberta T2P 5K4 CANADA
Telephone: 403-870-2756
Facsimile: 403-263-0086
E-Mail Address: Jim.Rempel@printopsgroup.com

Notices to Contractor shall be sent to the following:

Name: Jim Rempel _____
Title: President _____
Address: #404, 205 Riverfront Ave SW, Calgary, Alberta T2P 5K4 CANADA _____
Telephone: 403-870-2756 _____
Facsimile: 403-263-0086 _____
E-Mail Address: Jim.Rempel@printopsgroup.com _____

EXHIBIT – I

SAFELY SURRENDER BABY LAW

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

www.babysafela.org

**No shame.
No blame.
No names.**

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



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



**State of California
Gov. Arnold**

**Health and Human Services Agency
Grandpanel Berghel, Secretary**

**Department of Social Services
W. B. Stearns, Director**



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

This initiative is also supported by Fast5 LA and INEQ LINE of Los Angeles

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena. Sin culpa. Sin peligro.

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



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe.la.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
Yusef M. Abdou, Director
Glenn Richardson, Secretario

Departamento de Servicios Sociales
Lorenza Garcia, Social Services
Ana Salero, Directora



Consejo de Supervisores del Condado de Los Angeles

Clara Molina, Supervisora, Primer Distrito

Wonne Blandford Burke, Supervisora, Segundo Distrito

Zoe Galaviz, Supervisora, Tercer Distrito

Dan Knack, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también es la soportada por First 5 LA y INFO LINE de Los Angeles.

Contract for Training, Assessment, and Managed Print Services Requirement
Assistance

Page 71

March 2011

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

EXHIBIT – J

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR'S ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

EXHIBIT – J

(Continued)

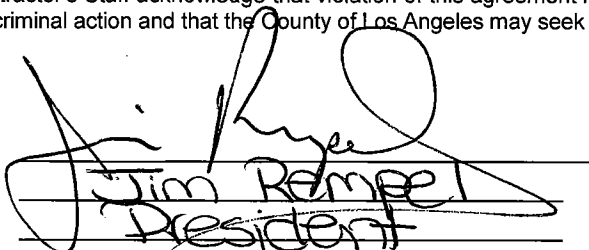
Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE:

PRINTED NAME:

POSITION:



Jim Rempel

President

DATE: 18.02.11