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August 4, 2026

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:

**REQUEST FOR APPROVAL TO AWARD AND EXECUTE A CONTRACT WITH
LITTLEJOHN COMMUNICATIONS INC. FOR PAY PHONE SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Internal Services Department (ISD) is requesting authority to award a contract to provide Pay Phone Services for various County departments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of ISD, or their designee, to award and execute the recommended contract (Attachment 1) for pay phone services with Littlejohn Communications, Inc. to provide pay phone services, effective October 1, 2026, for an initial term of five years with three one-year extension options and 6 month-to-month extensions, for a maximum total contract term of eight years and six months at an annual contract cost of \$158,915.40 in the first year and an approximate aggregate cost of \$794,577.00 for the initial contract term.
2. Authorize the Director of ISD, or their designee, to exercise the renewal options and month-to-month extensions in accordance with the contract; execute contract amendments to make necessary changes to the scope of services, add/delete phones and/or services; and convert the pay structure for individual pay phones contingent on usage; execute applicable contract amendments to align with Board policy changes and should the original contracting entity merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

ISD currently manages a contract that provides services for 241 pay phones for both County use and public use at various County facilities, including County parks, courts, sheriff facilities, and hospitals. These services include routine inspection and preventive maintenance, repair and/or replacement of pay phone components, coin collection system, network connectivity troubleshooting, vandalism damage repair and operational monitoring and response. The current contract expires on September 30, 2026 and has six month-to-month extensions remaining afterwards.

Approval of recommendation number one will allow ISD to award and execute the contract and in turn allow the County to continue receiving pay phone services without interruption.

Approval of recommendation number two will allow ISD to effectively manage the contract throughout its terms.

Implementation of Strategic Plan Goals

The recommended contract supports the County's Strategic Plan, Goal North Star 3, G III.2 (Manage and Maximize County Assets) by establishing a centralized, cost-effective contract for providing pay phone maintenance and repair services at lower costs since services were solicited for several County departments at once.

FISCAL IMPACT/FINANCING

Funding for these services is included in ISD's and other County departments' Fiscal Year 2026-27 Adopted Budgets, and sufficient appropriation will be requested in future years.

Total expenditures under the recommended contract will vary depending on the usage and the number of active Concession and Convenience Pay Phones as follows:

- Concession Pay Phones: The County will receive 60 percent of the revenue for pay phones producing \$100 or more of revenue each month.
- Convenience Pay Phones: The County receives no revenue share percentage for pay phones that generate \$99.99 or less per month. The County will pay a fee of \$54.95 per month for each convenience pay phone to cover line usage, phone repairs, maintenance, and cleaning. The total fee, based on the current inventory of 241 pay phones, is projected to be \$158,915.40 annually. The monthly fees are billed as a pass-through to the departments with pay phones located at their facilities.

The projected first-year contract cost is approximately \$158,915.40

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. Further, they contain the Board's required provisions, including those pertaining to consideration of qualified county employees targeted for layoff as well as qualified GAIN/START participants for employment openings, and compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking.

Due to the part-time and intermittent nature of the contracted services, the recommended Contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). ISD has considered Board Policy No. 5.030, "Low-Cost Labor Resource Program"; however, there are no service providers available due to the highly technical and specialized nature of the services.

CONTRACTING PROCESS

On April 2, 2026, ISD released an Invitation for Bid (IFB) for pay phone services for maintenance and repair services for both County use and public use at various County facilities. The IFB and contracting opportunity announcement were posted on the County's "Doing Business with Us" website (Attachment 2). Additionally, ISD also held a bidders' conference on April 15, 2026, and presented the IFB requirements, bid submittal process, key dates, and provided a Statement of Work overview.

To increase opportunities for County Preference Programs (Local Small Business Enterprise, Disabled Veteran Business Enterprises, and/or Social Enterprise and the Community Based Enterprise (CBE) programs, ISD regularly hosts outreach efforts such as vendor events with the Office of Small Business and other County departments to advertise contracting opportunities, during which this solicitation was advertised.

As a result of the competitive IFB, only one (1) bid was received by May 13, 2026, and was reviewed for compliance with the minimum requirement criteria stated in the IFB. The bid was reviewed in accordance with the bid review process identified in the IFB and ISD received no protests. At the completion of the IFB process, the recommended contractor was determined to be in compliance with the minimum requirements and the lowest-bid and therefore recommended for a contract award.

A summary of the CBE information collected from the bidder that submitted a bid is attached (Attachment 3). The recommended contractor was selected without regard to gender, race, creed, color, or national origin.

The Honorable Board of Supervisors

August 4, 2026

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will ensure that ISD and County departments continue to receive pay phone services without disruption and provide a streamlined contracting process for departments to acquire such services.

CONCLUSION

Upon approval by the Board, the Executive Office of the Board of Supervisors is requested to return one stamped copy of the approved Board Letter to the Director of ISD.

Respectfully submitted,



MICHAEL OWH
Director

MO:QH:LG:CC:
OS:bc:nv

Enclosure

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

APPENDIX A

Attachment 1

ITS-10661-C



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LITTLEJOHN COMMUNICATIONS, INC.

FOR

PAY PHONE SERVICES

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule (Not Attached to Contract)
- C** County's Administration
- D** Contractor's Administration
- E** Form Required at the Time of Contract Execution: **Contractor** Acknowledgement and Confidentiality Agreement

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LITTLEJOHN COMMUNICATIONS, INC.
FOR
PAY PHONE SERVICES**

This Contract ("Contract") is made and entered into this ___ day of _____, 2026 by and between the County of Los Angeles, hereinafter referred to as "County," and Littlejohn Communications, Inc., hereinafter referred to as "Contractor." Littlejohn Communications, Inc. is located at P.O. Box 176, Malibu, CA 90265.

RECITALS

WHEREAS, the County may contract with private businesses for Pay Phone Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in the business of providing Pay Phone Services and represents that it possesses the necessary qualifications, experience, and capability to provide such pay telephone services in accordance with the terms and conditions set forth herein; and

WHEREAS, County is duly authorized under California Government Code section 23004 and 31000 to contract for such services, including the work contemplated herein, which authorizes the Board of Supervisors to enter into contract to carry out necessary government functions and contract for special services which are not feasibly performed by County employees; and

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through E are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule (Not attached to Contract)
Exhibit C	County's Administration
Exhibit D	Contractor's Administration
Exhibit E	Form Required at the Time of Contract Execution: Contractor Acknowledgment and Confidentiality Agreement

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Concession Phones:** The term "Concession Phones" will mean those Pay Phones that generate monthly Gross Revenue of \$100.00 or more with a percentage of monthly Concession Revenue payable by Contractor.
- 2.1.3 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 Convenience Fee:** The term "Convenience Fee" will mean the total monthly fee paid by County to Contractor for each Convenience Phone (as such term defined below).
- 2.1.7 Convenience Phones:** The term "Convenience Phones" will mean those pay phones that generate monthly Gross Revenue (as such term is defined below) of less than \$99.99.
- 2.1.8 CPUC:** The term "CPUC" will mean the California Public Utilities Commission.
- 2.1.9 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.10 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.11 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.12 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.13 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.15 Department:** The County of Los Angeles Internal Services Department (ISD), which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.16 Director:** Director of Department.
- 2.1.17 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.18 Gross Revenue:** The term "Gross Revenue" will mean all revenues generated by the Pay Phone, including but not limited to, call paid by coin,

calling card, collect, third party billed, Local, IntraLATA, Computer Internet Access, Prepaid Calling Cards, No-Pay 800 Access, Non-Coin Call Compensation Advertising and all other originated revenue generated by the telephone.

- 2.1.19 Inter-exchange Carrier:** The Term “Inter-exchange Carrier” means a telecommunications common carrier authorized to provide telecommunications services between LATAs (as such term is defined below).
- 2.1.20 InterLata:** The term “InterLata” means a connection between two (2) local exchange carriers in different regions.
- 2.1.21 Intra-Lata:** The term “IntraLata” means a connection between two (2) telephone companies within the same regions.
- 2.1.22 Invitation for Bids or IFB:** The term “Invitation for Bids or IFB” will mean the documents that the County distributed to invite bidders to submit pricing and other information regarding their ability to provide a service that is defined by the County.
- 2.1.23 Local Access Transport Area (LATA):** The term “Local Access and Transport Area” or “LATA” will mean a geographic region assigned to one (1) or more telephone companies for providing communication services.
- 2.1.24 Pay Phone:** The term “Pay Phone” will mean a Contractor-owned phone, placed in a County location and available for public use, that requires some form of payment to make calls. We only have Convenience Phones in this Contract.
- 2.1.25 Pay Phone Services:** The term “Pay Phone Services” will mean routine inspections and preventive maintenance, repairs and/or replacements of payphone components, coin collection system, network connectivity troubleshooting, vandalism damage repair and operational monitoring and response
- 2.1.26 OSP:** The term “OSP” will mean operator service provider.
- 2.1.27 Rate:** The term “Rate” will mean the per-minute charge for a telephone call.
- 2.1.28 Removal:** The term “removal” will mean to remove all equipment and enclosure of a disconnected pay phone.
- 2.1.29 Surcharge:** The term “Surcharge” will mean a one (1) time charge for a telephone call.
- 2.1.30 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

- 2.1.31 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.32 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.33 Terminating:** the term "Terminating" will mean to disconnect all wiring from a pay phone.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be five (5) years commencing after execution by County's Board, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to Three (3) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of eight (8) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the Board or Director of the Internal Services Department or their designee as authorized by the Board.
- The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.
- 4.3** The Contractor must notify 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 must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

5.1.2 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The

Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.3 All invoices under this Contract must be submitted in two (2) copies to the following email address:

Crisanto Salcedo
9150 E. Imperial Hwy. MS: 35
Downey, CA 90242

Email: TelecomBilling@isd.lacounty.gov

5.5.4 County Approval of Invoices

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 will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.5 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless

such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

Responsibilities of the County's Project Director include:

6.2.1 Ensuring that the objectives of this Contract are met; and

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

6.3 County's Project Manager

The responsibilities of the County's Project Manager include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The 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.

6.4 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 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.

7.4 Contractor's Staff Identification

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

- 7.4.1** Contractor is responsible to ensure that staff 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.
- 7.4.2** Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's ID badge to the County on the next business day after the staff has terminated employment with the Contractor.
- 7.4.3** If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1** Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4** These terms will also apply to subcontractors of County contractors.
- 7.5.5** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F (Contractor Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by ISD Director or their designee.
- 8.1.2** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by ISD Director or their designee.

- 8.1.3** The Director or their designee may at their sole discretion authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will 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 must be prepared and executed by the Contractor and by ISD Director or their designee.
- 8.1.4** Assignment and Delegation/Mergers or Acquisitions
- 8.1.5** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.1.6** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.7** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 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.

8.3 Budget Reductions

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

8.4 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.4.1 Within 30 business days after Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

8.4.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

8.4.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

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

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

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

8.5 Compliance with Applicable Laws

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

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

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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. Additionally, Contractor certifies to the County:

8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.6.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

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](#).

8.7.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of 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 will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must 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 must 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.
- Contractor’s violation of this Paragraph of the Contract may 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.

8.8 Conflict of Interest

- 8.8.1** 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, will 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 will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.8.2** The Contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after

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

- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement and Notice to its Employees of 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 must notify and provide to its employees, and will 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 information on where and how to safely surrender a baby. Additionally, 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](#)" (available in [English/Spanish/Chinese/Korean](#)) 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 Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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.

8.15 Damage to County Facilities, Buildings or Grounds

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

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

8.16 Employment Eligibility Verification

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.17 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1** Neither party will 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 Paragraph as "force majeure events").
- 8.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The 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 will 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.

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for All Insurance Coverage

8.23.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.2 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates must 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 Subcontractor insurance policies at any time.
- Certificates must 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 must match the name of the Contractor identified as the contracting party in this Contract. Certificates must 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), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
ISD Contracting Division, IT Contracts
9150 E. Imperial Hwy., MS:46
Downey, CA 90242

Attention: County's Contract Analyst, Brianna Cuellar, email:
bcuellar@isd.lacounty.gov

- Contractor also must 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 must 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.

8.23.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must 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 must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.4 Cancellation of or Change in Insurance

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

8.23.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.6 Insurer Financial Ratings

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

8.23.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage

available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

8.23.9 Subcontractor Insurance Coverage Requirements

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

8.23.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.23.11 Claims Made Coverage

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

8.23.12 Application of Excess Liability Coverage

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

8.23.13 Separation of Insureds

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

8.23.14 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 must be designated as an Additional Covered Party under any approved program.

8.23.15 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

8.24.2 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 must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 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 must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations,

coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$500,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25 Liquidated Damages

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

8.25.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly 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 \$100 dollars per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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.

8.25.3 The action noted in Paragraph 8.26.2 must 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.

8.25.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 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 must be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

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

8.27.3 The Contractor must 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.
- 8.27.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.27.7** If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will 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 Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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.

8.28 Non Exclusivity

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

8.29 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor must 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 Director, or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 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 will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 Public Records Act

8.34.1 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 8.37 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) 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 will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.35 Publicity

8.35.1 The Contractor must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.36 Record Retention and Inspection-Audit Settlement

- 8.36.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will 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 must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.36.2** 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 must 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 will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.3** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.36.4** 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 must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37 Recycled Bond Paper

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

8.38 Subcontracting

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

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

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

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

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

8.38.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.38.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.38.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees,

agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.38.8** The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
ISD Contracting Division, IT Contracts
9150 E. Imperial Hwy., MS:46
Downey, CA 90242

Attention: County Contract Analyst, Brianna Cuellar,

Email: bcuellar@isd.lacountyg.gov

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor), pursuant to [County Code Chapter 2.202](#).

8.40 Termination for Convenience

8.40.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the 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 will be no less than ten (10) days after the notice is sent.

8.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.41 Termination for Default

8.41.1 The County may, by written notice to the 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.

8.41.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.41.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.41.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.41.5** The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.42 Termination for Improper Consideration

- 8.42.1** 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.42.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.42.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.43 Termination for Insolvency

- 8.43.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.43.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.45 Termination for Non-Appropriation of Funds

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

8.46 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 will not be affected thereby.

8.47 Waiver

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

8.48 Warranty Against Contingent Fees

8.48.1 The 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 the Contractor for the purpose of securing business.

- 8.48.2** For breach of this warranty, the County will 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.

8.49 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.50 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.51 Time Off for Voting

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.52 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.53 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code [Section 12952](#), the California Code of Regulations [Section 11017.1](#), and County Code [Chapter 8.300](#) (Fair Chance Ordinance for Employers). Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance [Fact Sheet](#) and Workplace Posters ([English/Spanish](#)), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an [Employer Toolkit](#) (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fairchance/>.

Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, issue administrative penalties and/or seek additional remedies as provided within Section [8.300.100](#) of the Fair Chance Ordinance for Employers, and/or terminate the Contract.

8.54 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.55 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the

Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.56 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.57 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has

been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified [in Chapter 2.204 of the Los Angeles County Code](#).
- 9.2.2** The Contractor will 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 LSBE.
- 9.2.3** The Contractor will 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 LSBE.
- 9.2.4** If the Contractor has obtained certification as a LSBE 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, will:
- 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;
 - In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 - 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 will also apply to any business that has previously obtained proper certification, however, as a result of a change in their

status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.3 Social Enterprise (SE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.3.2 Contractor must 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 SE.

9.3.3 Contractor must 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 SE.

9.3.4 If Contractor has obtained County certification as a SE 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, Contractor will:

- 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 will 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 Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.4.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

- 9.4.2** Contractor must 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 DVBE.
- 9.4.3** Contractor must 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 DVBE.
- 9.4.4** If Contractor has obtained certification as a DVBE 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, Contractor will:
- 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

10.0 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- | | |
|---------------|----------------------|
| Paragraph 1.0 | Applicable Documents |
| Paragraph 2.0 | Definitions |
| Paragraph 3.0 | Work |

Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, or designee, has caused the Contract to be executed by the County's Internal Services Department Director, or designee, and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer.

CONTRACTOR

By



Name

President

Title

COUNTY OF LOS ANGELES

By

Michael Owh

Director

Internal Services Department

(or designee as delegated by the Board of Supervisors)

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

COUNTY OF LOS ANGELES

PAY PHONE SERVICES

**EXHIBIT A
STATEMENT OF WORK (SOW)
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Attachments

1 Pay Phone Inventory

STATEMENT OF WORK (SOW)

PAY PHONE SERVICES

1.0 Scope of Services

Contractor must provide Pay Phone Services for all Pay Phones listed in Pay Phone Inventory (Attachment 2). All Pay Phones under this contract must be owned by Contractor. These Services include Maintenance and Repair Services described in Paragraph 4.0 of this SOW as follows:

- Preventative maintenance
- Remedial maintenance; and
- On-site repair or replacement

2.0 Requirements

Contractor must provide Pay Phone Services irrespective of the telephone service carrier in accordance with the following requirements:

2.1 Coin Acceptance Requirements

Payment by means of depositing coins will be required at all County Pay Phone locations. Coin acceptance must include United States ("U.S.") nickels, dimes, and quarters. Any new coins contemplated for issuance by the U.S. Mint must also be accepted if acceptance of these coins becomes an industry standard.

2.2 Operator Assistance

Callers must be able to access an operator by dialing "0" or "00" for assistance at all County Pay Phone locations.

2.3 911 Emergency Services Access

Callers must have access to "911" emergency services at all County Pay Phone locations. For purposes of "911" communication, all County Pay Phone locations must meet the requirements of the State Code which states, in part, that all Pay Phones must enable a caller to dial "911" for emergency services, and to reach an operator by dialing "0" without the necessity of inserting a coin.

2.4 Unblocking of Equal Access Codes

The Contractor must provide or facilitate access to 1010XXX, 950 and 1-800 alternate inter-exchange carrier codes.

2.5 Local and Long-Distance Directory Assistance

Callers must have access to local and long-distance directory assistance at all County Pay Phone locations.

2.6 Calling Card, Collect and Third-Party Access

Callers must have access to calling cards, collect and third party billed payment options; a zero plus (0+) dialed basis and 1-800 or other toll-free access methods at all County Pay Phone locations.

2.7 0+ Dialing

The Pay Phone equipment/services must provide a "bong" tone subsequent to completion of 0+ dialing. If the caller does not enter any additional numbers after the "bong" tone, the Contractor must ensure that a live operator will then answer following the "bong" tone.

2.8 0 and 00 Dialing

When callers dial a zero and do not enter any additional numbers, the operator service provider ("OSP") must have a live operator answer to assist the caller.

2.9 Operator Assistance, Refunds and Credits

The Contractor must provide operator services including caller assistance, refunds, and credits.

2.10 Toll-Free Telephone Maintenance Access

Contractor must maintain a toll-free telephone number at which Contractor must receive and respond to County's service and/or trouble calls. In addition, County will, by use of this telephone number, have ready access to the status of previous County service and/or trouble calls. The toll-free telephone number must be provided on a twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five/three hundred sixty-six (365/366) days per year basis. Contractor must respond to any and all calls made to this toll-free telephone number within twenty-four (24) hours of the service and/or trouble call. County may, in its sole discretion, escalate any trouble condition that is not satisfied within these timeframes by bypassing this toll-free telephone number and utilizing an escalation procedure, supplied by Contractor and satisfactory to County. Such escalation procedure must be provided to County Project Manager under separate cover within thirty (30) days of the execution of this Contract.

2.11 Contractor Response Requirements

Contractor must respond to repair requests made by the County within twenty-four (24) hours and must restore out-of-service units within forty-eight (48) hours.

3.0 Service Request Procedures

3.1 Accessing Telephone Service Request System

3.1.1. The County will utilize the ISD Telecommunication Expense Management System (EMS System) to submit Service Requests ("Service Requests") to the Contractor. Contractor must interface with the EMS System for the administration and processing of Service Requests.

- 3.1.2 Contractor must work with County's Project Manager to gain access to the EMS System, no later than thirty (30) days prior to start of Contract.

3.2 Service Request Process

The Service Request process must follow the sequence outlined below:

- 3.2.1 County will submit to Contractor, via the EMS System, a Service Request for installing, changing, terminating or repairing service. The Service Request will specify the address of the Pay Phone(s) and the required service, installation, repair or removal.
- 3.2.2 Contractor must acknowledge receipt of a Service Request by entering the Service Request receipt date in the EMS System. This acknowledgement must be entered within four (4) hours following County submission of the Service Request. Service Requests issued after 3:00pm must be acknowledged the next business morning.
- 2.2.3 If County requests a termination, the Contractor must provide a usage report to County Project Manager for that Pay Phone and must not proceed until County approves the termination, issues and executes an amendment terminating that Pay Phone.
- 3.2.4 Contractor must provide an anticipated completion date, which must be submitted to County Project Manager no later than two (2) business days following the Service Request acknowledgement by Contractor.
- 3.2.5 Contractor must perform all actions and tasks required to complete the Service Request. Contractor must notify the on-site County Project Manager and contact, as identified in the Service Request, once work has been completed.
- 3.2.6 Contractor must enter notification of the Service Request completion in the EMS System within twenty-four (24) hours following the Service Request completion.

4.0 Maintenance and Repair Services

Contractor must maintain Pay Phone equipment in good operating condition to ensure that Pay Phones work at all times. All such maintenance and repair services, including parts and labor, must be furnished at no charge to the County.

4.1 Preventative Maintenance

Preventative maintenance must be performed on a schedule during County business hours, consistent with the County's operating requirements, and which is based upon the specific needs of the equipment as determined by the Contractor.

4.2 Remedial Maintenance

Remedial maintenance must be performed within twenty-four (24) hours after notification is made to Contractor that equipment is inoperative. The Contractor must be responsible for determining whether a line access failure is the fault of the local exchange carrier ("LEC"), the inter-exchange carrier ("IXC"), the Contractor's equipment or the County-owned cable facilities. If the Contractor determines that the LEC/IXC is at fault, then the Contractor must contact the LEC/IXC within twenty-four (24) hours to provide the required repair services. If the failure is determined to be the fault of the Contractor's equipment (hardware, software, or wiring) the problem must be corrected by the Contractor within twenty-four (24) hours. If the problem is determined to be at the County owned cable facilities, the County must be notified of the need for repair within twenty-four (24) hours.

4.3 On-Site Repair or Replacement

Contractor must furnish on-site repair or replacement services as required to ensure the Pay Phone equipment, including any enclosures, is clean and in good working order. Contractor must provide any and all maintenance materials, tools, documentation, site management guides, diagnostics, and test equipment necessary for such maintenance services. Such items always remain the property and responsibility of Contractor.

4.4 Maintenance of Pay Phones and Enclosures

Contractor must be responsible for ensuring that all terminals, booths, and enclosures are properly cleaned and maintained. Contractor must remove all graffiti, stickers, posters, litter, dust and dirt from or within each terminal, booth, or enclosure and from/within a three (3) foot radius surrounding the terminal, exclusive of private property. Cleaning of each terminal, booth or enclosure must occur a minimum of once per quarter, or more frequently, if dictated by conditions of heavy use, litter, vandalism, etc.

5.0 Electrical Service

5.1 County Responsibility

County will, at its expense, furnish uninterrupted 110-volt AC electrical supply to a point of connection for Pay Phone equipment. Such electricity will be furnished for the operation of lights, fans, lighted signs or similar electrical devices used with Pay Phone equipment.

5.2 Contractor Responsibility

Contractor must, at Contractor's expense, arrange to make the necessary electrical connections from the point of the County's electrical supply to the Pay Phone equipment, in accordance with the following:

- A. Installations must comply with National Electrical Code requirements.
- B. Wiring must be concealed.

- C. If Contractor employs an electrical subcontractor to make electrical connections, Contractor must comply with Paragraph 8.38, Subcontracting, of Appendix A, Contract. Any such independent subcontractor must be required to provide liability insurance in same amount as required in this Contract of Contractor and must require that the County be named as an additional insured on said liability insurance in accordance with subparagraph 8.38.8 of the Contract.

6.0 Conversions, Additions and/or Removal of Pay Phones

6.1 Conversions of Pay Phones

If County determines, in its sole discretion, to convert any Pay Phone from a Convenience Pay Phone to a Concession Pay Phone, or from a Concession Pay Phone to a Convenience Pay Phone, County will provide written notice of such determination to Contractor via the EMS System. County will thereafter prepare a written Amendment to this Agreement to memorialize such change in designation.

Upon full execution of the Amendment by both parties, Contractor must implement all required adjustments to payments, invoicing, and related accounting practices to reflect the revised Pay Phone designation within seven (7) business days.

6.2 Addition or Removal of Pay Phones

If the County determines to add or remove a Pay Phone, the notification to add or remove such Pay Phone will be made via the EMS System. Within thirty (30) days of such notification, the Contractor must add or remove the Pay Phone. Removal must consist of removing the equipment and enclosure, properly terminating all wiring, ensuring that there is no exposed wiring, and repairing and patching any and all holes resulting from removal.

No work relating to the addition and/or removal of any Pay Phone must be performed by the Contractor prior to the submission by the County to the Contractor of a request for addition and/or removal via the EMS System.

7.0 Rates, Charges and FCC/CPUC Compliance

The Contractor must not charge the caller higher rates than those acceptable to the California Public Utilities Commission ("CPUC") for intrastate calls. If such rates are no longer subject to oversight by the CPUC, the Contractor must ensure that the rate charged from County pay telephones does not exceed the Contractor's then-current rate established by the applicable local telephone provider, unless otherwise approved in writing by the County.

7.1 Non-Tariff Rates

The Contractor's initial coin drop rate and any other non-tariff rates must remain commensurate with the predominant carriers and within industry standards throughout the term of the Contract.

7.2 Non-Coin Rates

For non-coin calls, such as operator assisted calls, rates must be no higher than the tariff rate of the operator services provider ("OSP") selected by the Contractor and acceptable to the CPUC.

7.3 Rate Increases

Contractor must advise County of any tariff or non-tariff rate increase no less than thirty (30) days prior to Contractor's desired implementation date.

7.4 Instruction Card Display Requirements

Contractor must prominently display on each Pay Phone an instruction card identifying the method by which the caller can receive rate information prior to call initiation.

8.0 Enclosures

All enclosures, booths, shelves, pedestals, or other mounting apparatus selected for installation must be approved by the County's Project Manager prior to start of contract.

9.0 Required Reports

Contractor must provide County's Project Manager with monthly and annual reports as described herein.

9.1 Monthly Reports

9.1.1 Gross Revenue Report

The Contractor must provide a monthly report identifying the total monthly Gross Revenue collected by the Contractor, from each Pay Phone at each location specified in Pay Phone Inventory (Attachment 2). These reports should be in Microsoft Excel format and emailed to Project Manager by the 15th of the following month. Such report(s) must identify traffic level by Pay Phone and must include, but not necessarily be limited to, the following information:

- A. Total number of calls
- B. Minutes
- C. Amount billed
- D. Concession Revenue earned from Pay Phone usage.

9.1.2 Pay Phone Removal Report

The Contractor must provide a monthly report identifying the completion of the removal of Pay Phone(s). These reports should be in Microsoft Excel format and emailed to Project Manager by the 15th of the following month.

9.2 Annual Reports

The Contractor must provide an annual report on or before July 25 of each year that summarizes activity for the County's fiscal year ending June 30 identifying Pay Phone usage of each on a month-to-month basis. The first

such report may be for a period of less than twelve (12) months. These reports should be in Microsoft Excel format and emailed to Project Manager by the 15th of the following month. Such report(s) must identify traffic level by Pay Phone and must include, but not necessarily be limited to, the following information:

- A. Total number of calls
- B. Minutes
- C. Amount billed
- D. Concession Revenue earned from Pay Phone usage.

9.3 Monthly Transition Report

During the first year of the Contract, Contractor must provide a monthly report to County's Project Director that indicates the status of the transfer of service of each Pay Phone from the former service provider to the new service provider. For each Pay Phone, the report must identify the location/address, former telephone number, new telephone number, former service provider, new service provider, and date of service transition.

10.0 Performance Requirements Summary

County will monitor required services as set forth in Exhibit 2 (Performance Requirements Summary/PRS). The services set forth in the PRS are intended to be completely consistent with the Contract, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract. In any case of apparent inconsistency between services as stated in the Contract and the PRS, the meaning apparent in the Contract will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract, that apparent service will be null and void, and place no requirement on Contractor.

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

- 10.1 County will immediately give verbal notice and written confirmation of a Contract discrepancy to the Contractor's PM or designee whenever a Contract discrepancy is identified. Contractor must resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.
- 10.2 County will determine whether a formal Contract discrepancy report (CDR) must be issued. This includes discrepancies not resolved through verbal notices or discrepancies that warrant the bypass of a verbal notice. Upon receipt of a CDR, Contractor must respond in writing to County within ten (10) days of CDR notice, acknowledging the identified discrepancies or presenting contrary evidence. Contractor must submit a corrective action plan for all deficiencies identified in the CDR to County within fifteen (15) days of CDR notice. The corrective action plan, subject to approval by County, must include reasons for the

unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 10.3 Reduce payment to Contractor or assess fees by a computed amount based on the PRS and pursuant to Contract, paragraph 5.5 (Invoices and Payments).
- 10.4 Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
- 10.5 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, must constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, must be credited to County on Contractor's future invoice(s).

PAY PHONE INVENTORY

	PHONE NUMBER	DEPARTMENT	SITE Active Address	CITY
1	2132285661	Court	210 W. Temple	Los Angeles
2	2132328562	Court	429 Bauchet Street	Los Angeles
3	2133109405	DA	223 N. Broadway	Los Angeles
4	2133499192	Court	1945 S. Hill Street	Los Angeles
5	2133584120	DHS	313 N. Figueroa	Los Angeles
6	2133584345	ISD	1055 N. Alameda St.	Los Angeles
7	2135502151	Sheriff	450 Bauchet Street	Los Angeles
8	2135502192	Sheriff	450 Bauchet Street	Los Angeles
9	2135502211	Sheriff	450 Bauchet Street	Los Angeles
10	2135502266	Sheriff	450 Bauchet Street	Los Angeles
11	2135502284	Sheriff	450 Bauchet Street	Los Angeles
12	2137377996	Court	110 N. Grand Avenue	Los Angeles
13	2137377998	Court	110 N. Grand Avenue	Los Angeles
14	2137458191	DHS	2829 S. Grand Avenue	Los Angeles
15	2137577342	DPSS	2707 S. Grand Avenue	Los Angeles
16	2137853853	Court	111 N. Hill Street	Los Angeles
17	2137853856	Court	111 N. Hill Street	Los Angeles
18	2137992589	DHS	2829 S. Grand Avenue	Los Angeles
19	2138739128	DPSS	813 E 4TH PLACE	Los Angeles
20	2139215020	BOS	500 W. Temple St.	Los Angeles
21	2139215221	BOS	500 W. Temple St.	Los Angeles
22	2139215625	BOS	500 W. Temple St.	Los Angeles
23	2139215717	BOS	500 W. Temple St.	Los Angeles
24	2139215791	BOS	500 W. Temple St.	Los Angeles
25	2139215962	BOS	500 W. Temple St.	Los Angeles
26	2139215963	BOS	500 W. Temple St.	Los Angeles
27	2139217143	BOS	500 W. Temple St.	Los Angeles
28	2139217290	BOS	500 W. Temple St.	Los Angeles
29	2139217904	BOS	500 W. Temple St.	Los Angeles
30	2139218127	BOS	500 W. Temple St.	Los Angeles
31	2139218321	BOS	500 W. Temple St.	Los Angeles
32	2139218341	BOS	500 W. Temple St.	Los Angeles
33	2139218364	BOS	500 W. Temple St.	Los Angeles
34	2139218878	BOS	500 W. Temple St.	Los Angeles
35	2139218924	BOS	500 W. Temple St.	Los Angeles
36	2139218926	BOS	500 W. Temple St.	Los Angeles
37	2139218981	BOS	500 W. Temple St.	Los Angeles
38	2139218988	BOS	500 W. Temple St.	Los Angeles
39	2139219564	BOS	500 W. Temple St.	Los Angeles
40	2139523511	Court	429 Bauchet Street	Los Angeles
41	2139523521	Court	429 Bauchet Street	Los Angeles
42	2139523929	DHS	241 N. Figueroa	Los Angeles
43	2139523937	Court	429 Bauchet Street	Los Angeles
44	2139523938	Court	429 Bauchet Street	Los Angeles
45	2139523939	Court	429 Bauchet Street	Los Angeles
46	2139523940	Court	429 Bauchet Street	Los Angeles
47	2139523941	Court	429 Bauchet Street	Los Angeles
48	3103637566	Court	11701 S. La Cienega	Los Angeles
49	3104919978	Court	111 W. Regent	Inglewood
50	3104966692	Court	1725 Main Street	Santa Monica

51	3105339977	DHS	1000 W. Carson Street	Torrance
52	3105547998	Court	200 W. Compton	Compton
53	3105611440	Court	825 Maple Street	Torrance
54	3106677362	P&R	14812 S. Stanford Ave.	Compton
55	3106915890	Court	9355 Burton Way	Beverly Hills
56	3106952950	DPW	5520 W. 83rd Street	Los Angeles
57	3106957039	P&R	10828 Condon	Inglewood
58	3106957993	DPSS	5200 W. Century Blvd	Los Angeles
59	3108722826	DHS	1325 Broad Avenue	Wilmington
60	3108936393	DMH	11080 W. Olympic	Los Angeles
61	3109034439	DPSS	11110 W. Pico Blvd,	Los Angeles
62	3109619321	DHS	1000 W. Carson Street	Torrance
63	3109619324	DHS	1000 W. Carson Street	Torrance
64	3109748241	DHS	1000 W. Carson Street	Torrance
65	3109748242	DHS	1000 W. Carson Street	Torrance
66	3109748243	DHS	1000 W. Carson Street	Torrance
67	3109748244	DHS	1000 W. Carson Street	Torrance
68	3109748245	DHS	1000 W. Carson Street	Torrance
69	3109748246	DHS	1000 W. Carson Street	Torrance
70	3109748248	DHS	1000 W. Carson Street	Torrance
71	3109748320	DHS	1000 W. Carson Street	Torrance
72	3109748321	DHS	1000 W. Carson Street	Torrance
73	3109748322	DHS	1000 W. Carson Street	Torrance
74	3109748323	DHS	1000 W. Carson Street	Torrance
75	3109748324	DHS	1000 W. Carson Street	Torrance
76	3109748325	DHS	1000 W. Carson Street	Torrance
77	3109748326	DHS	1000 W. Carson Street	Torrance
78	3109748327	DHS	1000 W. Carson Street	Torrance
79	3109748458	Court	3221 W. Torrance Blvd.	Torrance
80	3232051969	DHS	2010 Zonal Avenue	Los Angeles
81	3232051974	DHS	2010 Zonal Avenue	Los Angeles
82	3232051976	DHS	2010 Zonal Avenue	Los Angeles
83	3232051979	DHS	2010 Zonal Avenue	Los Angeles
84	3232051987	DHS	2010 Zonal Avenue	Los Angeles
85	3232052641	DHS	1983 Marengo St.	Los Angeles
86	3232052642	DHS	1983 Marengo St.	Los Angeles
87	3232052643	DHS	1983 Marengo St.	Los Angeles
88	3232052644	DHS	1983 Marengo St.	Los Angeles
89	3232052645	DHS	1983 Marengo St.	Los Angeles
90	3232052646	DHS	1983 Marengo St.	Los Angeles
91	3232052647	DHS	1983 Marengo St.	Los Angeles
92	3232052648	DHS	2010 Zonal Avenue	Los Angeles
93	3232052651	DHS	1983 Marengo St.	LOS ANGELES
94	3232052652	DHS	1983 Marengo St.	LOS ANGELES
95	3232052653	DHS	1983 Marengo St.	LOS ANGELES
96	3232052654	DHS	1983 Marengo St.	LOS ANGELES
97	3232052656	DHS	1983 Marengo St.	LOS ANGELES
98	3232052657	DHS	1983 Marengo St.	LOS ANGELES
99	3232052658	DHS	1983 Marengo St.	LOS ANGELES
100	3232304044	P&R	1244 E. 61st St.	Los Angeles

101	3232420793	DPSS	1819 120th St.	Los Angeles
102	3232509048	DHS	1300 N. Mission Road	Los Angeles
103	3232509423	DPSS	4077 Mission Avenue	Los Angeles
104	3232669160	Court	201 Centre Plaza Drive	Monterey Park
105	3232669929	Court	210 Centre Plaza Dr.	Monterey Park
106	3232669930	PROB	214 S. Fetterly Avenue	Los Angeles
107	3232678315	ISD	1102 N. Eastern Ave.	Los Angeles
108	3232679664	DHS	245 S. Fetterly Avenue	Los Angeles
109	3232679776	ISD	1102 N. Eastern Ave.	Los Angeles
110	3233368653	DPSS	1819 120th St.	Los Angeles
111	3233368674	DPSS	1819 Charlie Sifford Dr.	Los Angeles
112	3233600331	DHS	245 S. Fetterly Avenue	Los Angeles
113	3234164319	DMH	1436 Goodrich	Los Angeles
114	3234388791	P&R	1335 E. 103rd	Los Angeles
115	3234620364	DMH	1224 Vine Street	Los Angeles
116	3235368852	DMH	1224 Vine Street	Los Angeles
117	3235538824	DPSS	10728 S. Central Ave.	Los Angeles
118	3235538826	DPSS	10728 S. Central Ave.	Los Angeles
119	3235538934	DPSS	10728 S. Central Ave.	Los Angeles
120	3235538941	PROB	8526 S. Grape Street	Los Angeles
121	3236478715	Sheriff	5019 E. 3rd Street	Los Angeles
122	3236856907	Court	214 S. Fetterly Avenue	Los Angeles
123	3236867986	P&R	1525 Alcazar	Los Angeles
124	3236896411	DHS	5850 S Main St.	Los Angeles
125	3236896412	DHS	5850 S Main St.	Los Angeles
126	3236896413	DHS	5850 S Main St.	Los Angeles
127	3236896414	DHS	5850 S Main St.	Los Angeles
128	3236896415	DHS	5850 S Main St.	Los Angeles
129	3236896416	DHS	5850 S Main St.	Los Angeles
130	3237044149	ISD	1110 N. Eastern Ave.	Los Angeles
131	3237044744	DPSS	2855 E. Olympic Blvd.	Los Angeles
132	3237434817	Sheriff	11701 S. Alameda	Lynwood
133	3238436628	P&R	4914 E. Cesar Chavez	Los Angeles
134	3239093531	DHS	1983 Marengo St.	Los Angeles
135	3239093532	DHS	1983 Marengo St.	Los Angeles
136	3239093533	DHS	1983 Marengo St.	Los Angeles
137	3239093534	DHS	1983 Marengo St.	Los Angeles
138	3239093535	DHS	1983 Marengo St.	Los Angeles
139	3239093536	DHS	1983 Marengo St.	Los Angeles
140	3239093537	DHS	1983 Marengo St.	Los Angeles
141	3239093538	DHS	1983 Marengo St.	Los Angeles
142	3239405756	DHS	1983 Marengo St.	Los Angeles
143	3239405758	DHS	1983 Marengo St.	Los Angeles
144	3239405762	DHS	1983 Marengo St.	Los Angeles
145	3239405766	DHS	1983 Marengo St.	Los Angeles
146	3239405768	DHS	1983 Marengo St.	Los Angeles
147	3239405770	DHS	1983 Marengo St.	Los Angeles
148	3239405772	DHS	1983 Marengo St.	Los Angeles
149	3239405776	DHS	1983 Marengo St.	Los Angeles
150	3239405782	DHS	1983 Marengo St.	Los Angeles

151	3239405784	DHS	1983 Marengo St.	Los Angeles
152	3239865258	DHS	1983 Marengo St.	Los Angeles
153	3239865394	DHS	1983 Marengo St.	Los Angeles
154	5622669992	P&R	18150 Pathfinder Road	Rowland Heights
155	5622747252	DHS	10005 E. Flower	Bellflower
156	5622747292	DMH	17707 Studebaker	Cerritos
157	5624572441	P&R	13201 E. Meyer Road	Whittier
158	5625160186	Court	7500 Imperial Highway	Downey
159	5625160412	ISD	9150 Imperial Highway	Downey
160	5625160413	ISD	9150 Imperial Highway	Downey
161	5625160414	ISD	9150 Imperial Highway	Downey
162	5625219351	Court	10025 Flower Street	Bellflower
163	5625266707	Court	12720 S. Norwalk Blvd.	Norwalk
164	5625392105	RR	12400 E. Imperial Hwy	Norwalk
165	5626858690	DHS	1333 Chestnut Ave.	Long Beach
166	5627244211	DCFS	4060 Watson Plaza Dr	Lakewood
167	5627817646	RR	12680 Corral Place	Santa Fe Springs
168	6262386998	Court	200 N. Garfield Ave.	Pasadena
169	6262506697	P&R	15501 E. Arrow Hwy	Baldwin Park
170	6262506698	P&R	15501 E. Arrow Hwy	Baldwin Park
171	6263222633	DHS	15930 E. Central	La Puente
172	6263615975	PROB	12310 Lower Azusa Rd	Arcadia
173	6263654828	P&R	3330 N. Lincoln	Pasadena
174	6263850325	P&R	15501 E. Arrow Hwy	Baldwin Park
175	6264002236	P&R	405 S. Santa Anita	Arcadia
176	6264002622	P&R	405 S. Santa Anita	Arcadia
177	6264259532	Court	150 W. Commonwealth	Alhambra
178	6264363176	DHS	10953 Ramona Ave	El Monte
179	6264363273	DHS	10953 Ramona Ave	El Monte
180	6265143684	P&R	1750 N. Altadena Drive	Pasadena
181	6265477803	ACWM	12300 Lower Azusa Rd	Arcadia
182	6265477967	P&R	1601 N. Rosemead Bl.	El Monte
183	6266527258	DHS	10953 Ramona Ave	El Monte
184	6266527462	DHS	10953 Ramona Ave	El Monte
185	6266576022	DPSS	955 N. Lake Avenue	Pasadena
186	6266691176	P&R	1201 Potrero Avenue	El Monte
187	6266968998	DPW	3700 Chaney Trail	Altadena
188	6267847875	DCFS	725 S. Grand	Glendora
189	6267847883	DCFS	725 S. Grand	Glendora
190	6612083792	P&R	16801 EAST AVE. P	Los Angeles
191	6612104141	P&R	31230 Castaic Road	Castaic
192	6612104595	P&R	32132 N. Ridge Route	Castaic
193	6612104839	P&R	31230 N. CASTAIC RD.	Castaic
194	6612697997	DHS	38350 40th Street East	Palmdale
195	6614992542	DHS	335 EAST AVENUE I	Lancaster
196	6614992543	DHS	335 EAST AVENUE I	Lancaster
197	6615229247	P&R	5520 W. AVENUE L-8	Quartz Hill
198	6615229709	Court	42011 4th Street	Lancaster
199	6615229936	DPSS	335 E. Avenue K-10	Lancaster
200	6615549586	Court	23747 W. Valencia Bl.	Santa Clarita

201	6617260672	PROB	5300 W. Avenue I	Lancaster
202	6618448997	P&R	35548 N. 92nd St. East	Littlerock
203	6618885796	Sheriff	29300 Golden State Hy	Castaic
204	6619529052	P&R	4555 W. Avenue G	Lancaster
205	8182372959	Court	300 E. Olive	Burbank
206	8182964333	Court	600 E. Broadway	Glendale
207	8183049653	DHS	7515 Van Nuys Blvd.	Van Nuys
208	8184088911	DHS	14445 Olive View Drive	Sylmar
209	8184088912	DHS	14445 Olive View Drive	Sylmar
210	8184088913	DHS	14445 Olive View Drive	Sylmar
211	8184088914	DHS	14445 Olive View Drive	Sylmar
212	8184088915	DHS	14445 Olive View Drive	Sylmar
213	8184088916	DMH	14659 Olive View Drive	Sylmar
214	8184088917	DHS	14445 Olive View Drive	Sylmar
215	8184088918	DHS	14445 Olive View Drive	Sylmar
216	8184936811	DHS	14445 Olive View Drive	Sylmar
217	8184936812	DHS	14445 Olive View Drive	Sylmar
218	8184936813	DHS	14445 Olive View Drive	Sylmar
219	8184936814	DHS	14445 Olive View Drive	Sylmar
220	8184936815	DHS	14445 Olive View Drive	Sylmar
221	8184936816	DHS	14445 Olive View Drive	Sylmar
222	8184936817	DHS	14445 Olive View Drive	Sylmar
223	8184936818	DHS	14445 Olive View Drive	Sylmar
224	8186397568	Court	900 3rd Street	San Fernando
225	8186479605	PROB	14414 Delano	Van Nuys
226	8186509445	Court	14400 Erwin Street	Van Nuys
227	8186509491	Court	6230 Sylmar	Van Nuys
248	8186980615	DHS	14445 Olive View Drive	Sylmar
229	8186980616	DHS	14445 Olive View Drive	Sylmar
230	8186980618	DHS	14445 Olive View Drive	Sylmar
231	8186980619	DHS	14445 Olive View Drive	Sylmar
232	8186980620	DHS	14445 Olive View Drive	Sylmar
233	8186980621	DHS	14445 Olive View Drive	Sylmar
234	8186980622	DHS	14445 Olive View Drive	Sylmar
235	8186980623	DHS	14445 Olive View Drive	Sylmar
236	8186980624	DHS	14445 Olive View Drive	Sylmar
237	8186980678	DHS	14445 Olive View Drive	Sylmar
238	8188122118	Court	9425 Penfield Avenue	Chatsworth
239	8189029158	DHS	7515 Van Nuys Blvd.	Van Nuys
240	9094612971	P&R	1801 Gillette Road	Pomona
241	9097293343	Court	400 Civic Center Plaza	Pomona

241 Active Numbers

PRICING SCHEDULE

Convenience Fee rate must be fully burdened and must include, but not limited to, all labor and administrative costs, supervision, travel, overhead, benefits, materials, taxes, profit margin and miscellaneous fees, etc., necessary to perform the Services and other work set forth in the SOW. Convenience Fee rate must be firm and fixed for the entirety of the initial three (3)-year term, and all renewal options.

<u>CONVENIENCE FEE</u> For each Pay Phone identified in Pay Phone Inventory (SOW Attachment 2), the Convenience Fee payable by County to Contractor is:	\$54.95 Monthly Cost Per Phone
<u>CONCESSION REVENUE</u> For each Concession Phone identified in Pay Phone Inventory (SOW Attachment 2) as a Concession Phone (i.e., generates monthly Gross Revenue of \$100.00 or more), the percentage of monthly Concession Revenue payable by Contractor to County is:	60% Of Gross Revenue

COUNTY'S ADMINISTRATIONCONTRACT NO. ITS-10661-C**COUNTY PROJECT DIRECTOR:**

Name: Christie Carr
Title: Division Manager, Contracting Division
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-mail Address: CCarr@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Brianna Cuellar
Address: 9150 E. Imperial Hwy.
Downey, CA 90242
Telephone: (562) 359-2381
E-mail Address: BCuellar@isd.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Octavio Sahagun
Title: Administrative Services Manager III, IT Contracts Section Manager
Address: 9150 E. Imperial Hwy.
Downey, CA 90242
Telephone: (562) 359-2451
E-mail Address: OSahagun@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: LITTLEJOHN COMMUNICATIONS, INC.CONTRACT NO. ITS-10661-C**CONTRACTOR'S PROJECT MANAGER:**

Name:	<u>Steve Littlejohn</u>
Title:	<u>President</u>
Address:	<u>PO Box 176</u>
	<u>Malibu, CA 90265</u>
Telephone:	<u>310-457-9198</u>
E-mail Address:	<u>ljc@gte.net</u>

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	<u>Bernie Nilles</u>
Title:	<u>Field Supervisor</u>
Address:	<u>39528 Denham Dr.</u>
	<u>Palmdale, CA 93551</u>
Telephone:	<u>310-266-2191</u>
E-mail Address:	<u>Nillescomm@aol.com</u>

Name:	<u>Jeff Levicke</u>
Title:	<u>Technician</u>
Address:	<u>12445 Albers St.</u>
	<u>Valley Village, CA 91607</u>
Telephone:	<u>818-216-2831</u>
E-mail Address:	<u>jeffreylevicke@gmail.com</u>

NOTICES TO CONTRACTOR:

Name:	<u>Steve Littlejohn</u>
Title:	<u>President</u>
Address:	<u>PO Box 176</u>
	<u>Malibu, CA 90265</u>
Telephone:	<u>310-457-9198</u>
E-mail Address:	<u>ljc@gte.net</u>

FORM REQUIRED AT THE TIME OF CONTRACT EXECUTION**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: Steve Littlejohn Contract No ITS-10661-C

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 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 must keep such information confidential.

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

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

SIGNATURE:  DATE: 06/24/2026

From: [ISD PCS do not reply](#)
To: [Brianna Cuellar](#)
Subject: LA County Bid Add/Update Confirmation
Date: Thursday, April 2, 2026 4:10:07 PM

This is to notify you, Brianna Cuellar, that your bid below

Bid Number: ITS-10610-S

Bid Title: Pay Phone Services Contract 2026

has successfully been Added or Updated on 4/2/2026 3:18:58 PM

Solicitation Number:	ITS-10610-S		
Title:	Pay Phone Services Contract 2026		
Department:	Internal Services Department		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	TELEPHONE DIALING AND ANSWERING APPARATUS		
Description:	The County of Los Angeles (County) Internal Services Department (ISD) is issuing this Invitation for Bids (IFB) to solicit bids to Co... More		
Open Day:	4/2/2026	Close Date:	5/13/2026 12:00:00 PM
Contact Name:	Brianna Cuellar	Contact Phone:	(562) 359-2381
Contact Email:	bcuellar@isd.lacounty.gov		
Last Changed On:	4/2/2026 3:18:58 PM		
Attachment File (2) :	 Click here to download attachment files.		

[Update](#)



L.A. County Internal Services Department

Just now · 🌐

...

DEVELOPMENT OPPORTUNITY: The Los Angeles County Internal Services Department released an Invitation for Bids (IFB) to provide Pay Phone Services to ISD. The Optional Virtual Proposers' Teleconference is scheduled for April 15, 2026. To download the IFB documents, visit: <https://doingbusiness.lacounty.gov/>, under the "contracting" tab click on "View Open Solicitations" and type in IFB# ITS-I10610-S (or 10610).



Pay Phone Services for
Internal Services
Department

IFB
Invitation for Bid

Do Business With Us

To download the IFB, visit: [Doing Business With Los Angeles County website](https://doingbusiness.lacounty.gov/) under the "contracting" tab click on "View Open Solicitations" and in the Search bar, type in IFB# ITS-I10610-S, or 10610 TELEPHONE DIALING AND ANSWERING APPARATUS

[Doingbusiness.lacounty.gov](https://doingbusiness.lacounty.gov)



Pay Phone Services for
Internal Services
Department

IFB
Invitation for Bid

Do Business With Us
To download the IFB, visit: [Doing Business With Los Angeles County website](https://doingbusiness.lacounty.gov/)
under the "contracting" tab click on "View Open Solicitations" and in the Search bar, type in IFB# ITS-110610-S, or 10610 TELEPHONE DIALING AND ANSWERING APPARATUS

[Doingbusiness.lacounty.gov](https://doingbusiness.lacounty.gov/)

 lacountyisd



lacountyisd DEVELOPMENT OPPORTUNITY: The Los Angeles County Internal Services Department released an Invitation for Bids (IFB) to provide Pay Phone Services to ISD. The Optional Virtual Proposers' Teleconference is scheduled for April 15, 2026. To download the IFB documents, visit: <https://doingbusiness.lacounty.gov/>, under the "contracting" tab click on "View Open Solicitations" and type in IFB# ITS-110610-S (or 10610).

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DEVELOPMENT OPPORTUNITY: LA County ISD released an IFB for Pay Phone Services. Optional Virtual Proposers' Teleconference: April 15, 2026. Download documents at doingbusiness.lacounty.gov → "Contracting" → "View Open Solicitations" → search IFB# ITS-I10610-S (10610).



Pay Phone Services for
Internal Services
Department

IFB
Invitation for Bid

Do Business With Us

To download the IFB, visit: Doing Business With Los Angeles County website under the "contracting" tab click on "View Open Solicitations" and in the Search bar, type in IFB# ITS-I10610-S, or 10610 TELEPHONE DIALING AND ANSWERING APPARATUS

Doingbusiness.lacounty.gov



Facebook Link: (13) Facebook

Instagram Link: Instagram

X Link: Los Angeles County Internal Services Department (@LACountyISD) / X

Community Business Enterprise (CBE) Program Information

FIRM/ORGANIZATION INFORMATION*		Littlejohn Communications, Inc.									
BUSINESS STRUCTURE		Corporation									
RACE/ETHNIC COMPOSITION											
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0									
	Hispanic/Latino	0									
	Asian or Pacific Islander	0									
	Native Americans	0									
	Subcontinent Asian	0									
	White	1									
Total # of Employees in California		4									
Total # of Employees (including owners)		5									
COUNTY CERTIFICATION											
CBE*		n/a									
LSBE		n/a									
SE		n/a									
DVBE		n/a									
OTHER COUNTY CERTIFICATION OR CERTIFYING AGENCY											

On final analysis and consideration of award, vendor was selected without regard to race, creed or color.
*CBE: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE