



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: February 19, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF
THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY
TTC – Nai-len Ishikawa, Assistant Treasurer and Tax Collector
 - B) Board Letter:
REQUEST AUTHORITY TO AWARD AND EXECUTE THREE MASTER
AGREEMENTS FOR MANAGED PRINT SERVICES AND AMEND
CONTRACT WITH XEROX CORPORATION
ISD – Christie Carr, Division Manager
 - C) Board Letter:
APPROVE CONTRACT WITH NEUBRAIN LLC FOR OPERATING
BUDGET SYSTEM IMPLEMENTATION SERVICES
LACDA – Douglas Van Gelder, Information Technology Manager
 - D) Board Letter:
FUNDING AGREEMENT WITH THE NATURAL HISTORY MUSEUM
(NHM) FOUNDATION AND APPROVE RELATED ACTIONS FOR
IMPLEMENTATION OF THE NHM COMMONS RENOVATION BUILDING
PROJECT
NHM – Dawn McDivitt, Chief Deputy Director

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3. **PRESENTATION/DISCUSSION ITEMS:**

A) DIVERSITY AND INCLUSION IN PUBLIC FINANCE
TTC – Keith Knox, Director

4. **Public Comment**
(2 minutes each speaker)

5. **NOTICE OF CLOSED SESSION:**

CS-1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Subdivision (d) of Government Code Section 54956.9) (1 case)

6. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:
(5 minutes)

The February 26, 2020 Operations Cluster Meeting has been cancelled.

REVISED

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	2/19/2020	
BOARD MEETING	3/17/2020	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Treasurer and Tax Collector (TTC)	
SUBJECT	Delegation of Authority to Invest and Annual Adoption of the Treasurer and Tax Collector Investment Policy	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$0	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The request is for 1) the annual delegation of authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury and 2) annual adoption of the Treasurer and Tax Collector Investment Policy.	
BACKGROUND (include internal/external issues that may exist)	The Board adopted an ordinance delegating the authority to invest to the Treasurer, pursuant to the Government Code. However, the delegation is subject to an annual renewal. In addition, the TTC submits the Investment Policy to the Board on an annual basis. Each year, the TTC reviews applicable Government Codes to determine if any changes need to be made to the Investment Policy to ensure alignment. This year, the Department has determined that no changes to the text of the Investment Policy are needed, but recommends one change to the attachment outlining credit rating criteria for determining commercial paper issuer limits. The TTC also updates the limitation calculation for intermediate-term, medium-term, and long-term holdings on an annual basis.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Nai-len Ishikawa, Assistant Treasurer and Tax Collector, (213) 974-2139, nishikawa@ttc.lacounty.gov	



KEITH KNOX

TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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Board of Supervisors

HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March 17, 2020

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

Dear Supervisors:

DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY (ALL DISTRICTS) (3-VOTES)

SUBJECT

Delegation of authority to invest and reinvest County funds and funds of other depositors in the County Treasury to the Treasurer, and adoption of the Treasurer and Tax Collector Investment Policy

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate the authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury.
2. Adopt the attached Treasurer and Tax Collector Investment Policy (Investment Policy).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The requested actions allow the Treasurer to continue to invest County funds and funds of other depositors in the County Treasury pursuant to the Investment Policy. On March 19, 2019, pursuant to Government Code (GC) Section 27000.1, and subject to GC Section 53607, your Board delegated to the Treasurer the annual authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury. GC Section 27000.1 states that subsequent to your Board's delegation, the County

treasurer shall thereafter assume full responsibility for those transactions until your Board either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in GC Section 53607. This action requests renewal of the annual delegation.

GC Section 53646 permits your Board to annually approve the Investment Policy. The primary objectives of the Investment Policy, in priority order, are to maintain the safety of principal, to provide liquidity, and to achieve a return on funds invested. These objectives align with those in State law. Each year, my office reviews the Investment Policy to ensure that it aligns with any changes in the GC.

Based on our analysis, we do not recommend any changes to the body of the Investment Policy. However, we recommend an update to Attachment I-d, Minimum Credit Ratings – Commercial Paper. Pursuant to GC 53601(h), the Treasurer may only purchase commercial paper from issuers whose commercial paper has short-term credit ratings of at least “A-1” or its equivalent, and whose other debt instruments, if any, have long-term credit ratings of at least “A” or its equivalent, by a Nationally Recognized Statistical Rating Organization.

We recommend assigning the standing commercial paper maximum issuer limit of \$1.5 billion to all issuers who meet the minimum credit rating criteria set forth in the GC. The commercial paper maximum issuer limit remains at \$1.5 billion, which is well below the 10% portfolio limit established by GC 53601. This recommended change offers more flexibility in purchasing commercial paper while retaining the investment parameters set forth in the GC.

We have also provided the annual update to the limitation calculation for intermediate-term, medium-term, and long-term holdings in Attachment II.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The investment of surplus County funds and funds of other depositors allows these funds to earn a return which is credited to the depositor, net of administrative expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to GC Section 27000.1, your Board may delegate by ordinance the authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury to the Treasurer. On January 23, 1996, your Board adopted Ordinance 96-0007 adding Los Angeles County Code Section 2.52.025, which delegated such authority to the Treasurer, subject to annual renewal pursuant to GC Section 53607. GC 53646 permits the Treasurer to render annually to your Board a statement of Investment Policy, to be reviewed and approved at a public meeting. This GC Section also requires that any change in the Investment Policy be submitted to your Board for review and approval at a public meeting.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

KK:NI:DJJ:JK:bp

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Los Angeles County Office of Education
Los Angeles Community College District

**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
INVESTMENT POLICY**

Authority to Invest

Pursuant to Government Code Section 27000.1 and Los Angeles County Code 2.52.025, the Los Angeles County Board of Supervisors has delegated to the Treasurer the authority to invest and reinvest the funds of the County and the funds of other depositors in the County Treasury.

Fundamental Investment Policy

The Treasurer, a trustee, is inherently a fiduciary and subject to the prudent investor standard. Accordingly, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing investments, the investment decisions SHALL be made with the care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity would use with like aims.

All investments SHALL be governed by the Government Code and comply with the specific limitations set forth within this Investment Policy. Periodically, it may be necessary and prudent to make investment decisions beyond the limitations set forth in the Investment Policy that are otherwise permissible by California Government Code. In these special circumstances, ONLY the Treasurer is permitted to give written approval to operate outside the limitations set forth within this Investment Policy.

Pooled Surplus Investment Portfolio

The Treasurer SHALL establish and maintain a Pooled Surplus Investment (PSI) portfolio. The PSI portfolio SHALL be used to provide safe, liquid investment opportunities for pooled surplus funds deposited into the County Treasury.

The investment policies of the PSI portfolio SHALL be directed by and based on three prioritized objectives. The primary objective SHALL be to ensure the safety of principal. The secondary objective SHALL be to meet the liquidity needs of the PSI participants, which might be reasonably anticipated. The third objective SHALL be to achieve a return on funds invested, without undue compromise of the first two objectives.

PSI revenue/loss distribution SHALL be shared on a pro-rata basis with the PSI participants. PSI revenue/loss distribution will be performed monthly, net of administrative costs authorized by Government Code Section 27013 which includes employee salaries and benefits and services and supplies, for investing, depositing or handling funds, and the distribution of interest income, based on the PSI participants' average daily fund balance as recorded on the Auditor-Controller's accounting records. Administrative costs SHALL be deducted from the monthly PSI revenue/loss distribution

on the basis of one-twelfth of the budgeted costs and adjusted periodically to actual costs.

Investments purchased with the intent to be held to maturity SHALL be accounted for in the Non-Trading partition of the PSI portfolio. Investments purchased with the intent to be sold prior to maturity SHALL be accounted for in the Trading partition of the PSI portfolio. The investments in the Trading partition SHALL NOT exceed \$500 million without specific written approval of the Treasurer.

In the event that a decision is made to transfer a given security from one partition to another, it MAY be transferred at cost; however, the difference between the market value, exclusive of accrued interest, at the time of transfer and the purchase price, exclusive of accrued interest, SHALL be computed and disclosed as unrealized profit or loss.

All PSI investments SHALL be categorized according to the period of time from settlement date to maturity date as follows:

- SHORT-TERM investments are for periods of up to ONE YEAR.
- INTERMEDIATE-TERM investments are for periods of ONE YEAR to THREE YEARS.
- MEDIUM-TERM investments are for periods of over THREE YEARS to FIVE YEARS.
- LONG-TERM investments are for periods of over FIVE YEARS.

PSI investments SHALL be limited to the short-term category except that the Investment Office of the Treasurer's Office MAY make PSI investments in accordance with the limitations imposed in Attachments I, II, and III (all of which are attached hereto and incorporated by this reference.)

The weighted average maturity target of the PSI portfolio is a range between 1.0 and 2.0 years. For purposes of maturity classification, the maturity date SHALL be the nominal maturity date or the unconditional put option date, if one exists.

The total PSI portfolio investments with maturities in excess of one year SHALL NOT exceed 75% of the last 36 months' average total cash and investments, after adjustments, as indicated in Attachment II.

Business Continuity Plan

The Treasurer's Business Continuity Plan (BCP) serves to sustain the performance of mission-critical Treasury functions in the event of a local or widespread disaster. The BCP includes written guidelines to perform critical Treasury functions, contact information for key personnel, authorized bank representatives and broker/dealers. The plan provides for an offsite location in the event the Treasurer's offices are uninhabitable. The Treasurer's Office implemented its BCP in 2007.

The Treasurer's Office shall perform regularly scheduled BCP exercises at the offsite location. To prepare Treasury staff for emergency processing, staff shall participate in the BCP exercises on a rotating basis.

Liquidity of PSI Investments

Short-term liquidity SHALL further be maintained and adjusted monthly so that sufficient anticipated cash is available to fully meet unanticipated withdrawals of discretionary deposits, adjusted for longer-term commitments, within 90 days.

Such liquidity SHALL be monitored where, at the beginning of each month, the par value for maturities in the next 90 days plus projected PSI deposits for 90 days, divided by the projected PSI withdrawals for 90 days plus discretionary PSI deposits, is equal to or greater than one.

The liquidation of investments is not required solely because the discretionary liquidity withdrawal ratio is less than one; however, investments SHALL be limited to a maximum maturity of 30 days until such time as the discretionary liquidity withdrawal ratio is equal to or greater than one.

The sale of any PSI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Specific Purpose Investment Portfolio

The Treasurer SHALL maintain a Specific Purpose Investment (SPI) portfolio to manage specific investment objectives of the SPI participants. Specific investments may be made with the approval of the requesting entity's governing body and the approval of the Treasurer. Revenue/loss distribution of the SPI portfolio SHALL be credited to the specific entity for which the investment was made. The Treasurer reserves the right to

establish and charge the requesting entity fees for maintaining the entity's SPI portfolio.

Investments SHALL be limited to the short-term category, as defined above in the previous section for PSI investments, except when requested by a depositing entity and with the approval of the Treasurer, a longer term investment MAY be specifically made and held in the SPI portfolio.

The sale of any SPI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Execution, Delivery, and Monitoring of Investments

The Treasurer SHALL designate, in writing, personnel authorized to execute investment transactions.

All transactions SHALL be executed on a delivery versus payment basis.

The Treasurer or his authorized designees, in purchasing or obtaining any securities in a negotiable, bearer, registered, or nonregistered format, requires delivery of the securities to the Treasurer or designated custodial institution, by book entry, physical delivery, or by third party custodial agreement.

All investment transactions made by the Investment Office SHALL be reviewed by the Internal Controls Branch to assure compliance with this Investment Policy.

Reporting Requirements

The Treasurer SHALL provide the Board of Supervisors with a monthly report consisting of, but not limited to, the following:

- All investments detailing each by type, issuer, date of maturity, par value, historical cost, market value and the source of the market valuation.
- Month-end bank balances for accounts under the control of the Treasurer.
- A description of funds, investments, or programs that are under the management of contracted parties, including lending programs for the Treasurer.
- A description of all investment exceptions, if any, to the Investment Policy.

- A statement denoting the ability of the PSI portfolio to meet the anticipated cash requirements for the participants for the next six months.

Discretionary Treasury Deposits and Withdrawal of Funds

At the sole discretion of the Treasurer, PSI deposits may be accepted from local agencies not required to deposit their funds with the Los Angeles County Treasurer, pursuant to Government Code Section 53684.

At the time such deposits are made, the Treasurer may require the depositing entity to provide annual cash flow projections or an anticipated withdrawal schedule for deposits in excess of \$1 million. Such projections may be adjusted periodically as prescribed by the Treasurer but in no event less than semi-annually.

In accordance with Government Code Section 27136, all requests for withdrawal of such funds, for the purpose of investing or depositing these funds elsewhere SHALL be evaluated, prior to approving or disapproving the request, to ensure that the proposed withdrawal will not adversely affect the principal deposits of the other PSI participants.

If it is determined that the proposed withdrawal will negatively impact the principal deposits of the other PSI participants, the Treasurer may delay such withdrawals until the impact can be mitigated.

Broker/Dealers Section

Broker/Dealers SHALL be limited to primary government dealers as designated by the Federal Reserve Bank or institutions meeting one of the following:

- A. Broker/Dealers with minimum capitalization of \$500 million and who meet all five of the below listed criteria:
 - 1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;
 - 2. Be a member of the Financial Industry Regulatory Authority and;
 - 3. Be registered with the Securities and Exchange Commission and;
 - 4. Have been in operation for more than five years; and

5. Have a minimum annual trading volume of \$100 billion in money market instruments or \$500 billion in United States (U.S.) Treasuries and Agencies.

B. Emerging firms that meet all of the following:

1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;
2. Maintain office(s) in California and;
3. Maintain a minimum capitalization of \$250,000 and, at the time of application, have a maximum capitalization of no more than \$10 million.

Commercial Paper and Negotiable Certificates of Deposit may be purchased directly from issuers approved by the Treasurer.

An approved Treasurer Broker/Dealer list SHALL be maintained. Firms SHALL be removed from the approved Broker/Dealer list and trading suspended with firms failing to accurately and timely provide the following information:

- A. Confirmation of daily trade transactions and all open trades in effect at month-end.
- B. Response to auditor requests for confirmation of investment transactions.
- C. Response to the Internal Controls Branch requests for needed information.

Honoraria, Gifts, and Gratuities Limitations

The Treasurer, Chief Deputy Treasurer and Tax Collector and designated Treasurer and Tax Collector employees SHALL be governed by the provision of the State's Political Reform Act, the Los Angeles County Code relating to Lobbyists, and the Los Angeles County Code relating to post government employment of County officials.

Investment Limitations

The Investment Office SHALL NOT invest in inverse floating rate notes, range notes, or interest only strips that are derived from a pool of mortgages.

The Investment Office SHALL NOT invest in any security that could result in zero interest if held to maturity.

For investment transactions in the PSI portfolio, the Investment Office SHALL obtain approval of the Treasurer before recognizing any loss exceeding \$100,000 per transaction, calculated using amortized cost.

Proceeds from the sale of notes or funds set aside for the repayment of notes SHALL NOT be invested for a term that exceeds the term of the notes. Funds from bond proceeds may be invested in accordance with Government Code Section 53601(m), which permits investment according to the statutory provisions governing the issuance of those bonds, or in lieu of any statutory provisions to the contrary, in accordance with the approved financing documents for the issuance.

Permitted Investments

Permitted Investments SHALL be limited to the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities

1. Maximum maturity: None.
2. Maximum total par value: None.
3. Maximum par value per issuer: None.
4. Federal agencies: Additional limits in Section G apply if investments are Floating Rate Instruments.

B. Municipal Obligations from the approved list of municipalities (Attachment III)

1. Maximum maturity: As limited in Attachment III.
2. Maximum total par value: 10% of the PSI portfolio.

C. Asset-Backed Securities

1. Maximum maturity: Five years.
2. Maximum total par value: 20% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.
4. All Asset-Backed securities must be rated in a rating category of "AA" or its equivalent or better rating and the issuer's corporate debt rating must be in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO).

D. Bankers' Acceptance Domestic and Foreign

1. Maximum maturity: 180 days and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: 40% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. The aggregate total of Bankers' Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:
 - a) The total shareholders' equity of depository bank.
 - b) The total net worth of depository bank.

E. Negotiable Certificates of Deposit (CD)

1. Maximum maturity: Three years and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: Aggregate total of Domestic and Euro CD's are limited to 30% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. Must be issued by:
 - a) National or State-chartered bank, or
 - b) Savings association or Federal association, or
 - c) Federal or State credit union, or
 - d) Federally licensed or State-licensed branch of a foreign bank.
5. Euro CD's:
 - a) Maximum maturity: One year and limits outlined in Attachment I for issuer's current credit rating.
 - b) Maximum total par value: 10% of the PSI portfolio.
 - c) Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.
 - d) Limited to London branch of National or State-chartered banks.
6. The aggregate total of Bankers Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:
 - a) The total shareholders' equity of depository bank.
 - b) The total net worth of the depository bank.

F. Corporate and Depository Notes

1. Maximum maturity: Three years and limits outlined in Attachment I for the issuer's current credit rating.
2. Maximum total par value: 30% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. Notes MUST be issued by:
 - a) Corporations organized and operating within the U.S.
 - b) Depository institutions licensed by the U.S or any State and operating within the U.S.
5. Additional limits in Section G apply if note is a Floating Rate Note Instrument.

G. Floating Rate Notes

Floating Rate Notes included in this category are defined as any instrument that has a coupon or interest rate that is adjusted periodically due to changes in a base or benchmark rate.

1. Maximum maturity: Seven years, provided that Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 million par value may be greater than five years to maturity.
2. Maximum total par value: 10% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. Benchmarks SHALL be limited to commercially available U.S. dollar denominated indexes.
5. The Investment Office SHALL obtain the prospectus or the issuer term sheet prior to purchase for all Floating Rate Notes and SHALL include the following on the trade ticket:
 - a) Specific basis for the benchmark rate.
 - b) Specific computation for the benchmark rate.
 - c) Specific reset period.

d) Notation of any put or call provisions.

H. Commercial Paper

1. Maximum maturity: 270 days and limits outlined in Attachment I for the issuer's current credit rating.
2. Maximum total par value: 40% of the PSI portfolio.
3. Maximum par value per issuer: The lesser of 10% of the PSI portfolio or the limits outlined in Attachment I for the issuer's current credit rating.
4. Credit: Issuing Corporation - Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):
 - a) The entity meets the following criteria:
 - 1) Is organized and operating in the U.S. as a general corporation.
 - 2) Has total assets in excess of \$500 million.
 - 3) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.
 - b) The entity meets the following criteria:
 - 1) Is organized in the U.S. as a Limited Liability Company or Special Purpose Corporation.
 - 2) Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
 - 3) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

I. Shares of Beneficial Interest

1. Money Market Fund (MMF) - Shares of beneficial interest issued by

diversified management companies known as money market mutual funds, registered with the Securities and Exchange Commission in accordance with Section 270.2a-7 of Title 17 of the Code of Federal Regulation. The company SHALL have met either of the following criteria:

- a) Attained the highest possible rating by not less than two NRSROs.
- b) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience investing in the securities and obligations authorized in Government Code Section 53601 and with assets under management in excess of five hundred million dollars (\$500,000,000).

Maximum total par value: 15% of the PSI portfolio. However, no more than 10% of the PSI may be invested in any one fund.

- 2. State of California's Local Agency Investment Fund (LAIF) pursuant to Government Code Section 16429.1.
- 3. Trust Investments – Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in securities and obligations authorized in Section 53601 (a) to (o) of the Government Code. To be eligible, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
 - a) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - b) The adviser has not less than five years of experience investing in the securities and obligations authorized in Section 53601 (a) to (o) of the Government Code.
 - c) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

J. Repurchase Agreement

- 1. Maximum maturity: 30 days.
- 2. Maximum total par value: \$1 billion.

3. Maximum par value per dealer: \$500 million.
4. Agreements must be in accordance with approved written master repurchase agreement.
5. Agreements must be fully secured by obligations of the U.S. Government, its agencies and instrumentalities. The market value of these obligations that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less than monthly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. If a repurchase agreement matures the next business day after purchase, the repurchase agreement is not out of compliance with this collateralization requirement if the value of the collateral falls below the 102% requirement at the close of business on settlement date.

K. Reverse Repurchase Agreement

1. Maximum term: One year.
2. Maximum total par value: \$500 million. Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.
3. Maximum par value per broker: \$250 million.
4. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the Treasurer.
5. Agreements SHALL only be made for the purpose of enhancing investment revenue.
6. Agreements must be in accordance with approved written master repurchase agreement.
7. Securities eligible to be sold with a simultaneous agreement to repurchase

SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.

8. The security to be sold on a reverse repurchase agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.
9. The proceeds of the reverse repurchase agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.
10. The proceeds of the reverse repurchase agreement SHALL be invested in instruments with maturities occurring at or before the maturity of the reverse repurchase agreement.
11. In no instance SHALL the investment from the proceeds of a reverse repurchase agreement be sold as part of a subsequent reverse repurchase agreement.

L. Forwards, Futures and Options

Forward contracts are customized contracts traded in the Over The Counter Market where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Future contracts are standardized contracts traded on recognized exchanges where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Option contracts are those traded in either the Over The Counter Market or recognized exchanges where the purchaser has the RIGHT but not the obligation to buy or sell a specific amount of an underlying asset at a specific price within a specific time period.

1. Maximum maturity: 90 days.
2. Maximum aggregate par value: \$100 million.
3. Maximum par value per counterparty: \$50 million. Counterparties for Forward

and Option Contracts limited to those on the approved Treasurer and Tax Collector list and must be rated "A" or better from at least one nationally recognized rating agency.

4. The underlying securities SHALL be an obligation of the U.S. Government and its agencies and instrumentalities.
5. Premiums paid to an option seller SHALL be recognized as an option loss at the time the premium is paid and SHALL not exceed \$100,000 for each occurrence or exceed a total of \$250,000 in any one quarter. Premiums received from an option purchase SHALL be recognized as an option gain at the time the premium is received.
6. Complex or hybrid forwards, futures or options defined as agreements combining two or more categories are prohibited unless specific written approval of the Treasurer is obtained PRIOR to entering into the agreement.
7. Open forward, future, and option contracts SHALL be marked to market weekly and a report SHALL be prepared by the Internal Controls Branch.
8. In conjunction with the sale of bonds, the Treasurer MAY authorize exceptions to maturity and par value limits for forwards, futures and options.

M. Interest Rate Swaps

Interest Rate Swaps SHALL be used only in conjunction with the sale of bonds approved by the Board of Supervisors. In accordance with Government Code Section 53534, these agreements SHALL be made only if all bonds are rated in one of the three highest rating categories by two nationally recognized rating agencies and only upon receipt, from any rating agency rating the bonds, of written evidence that the agreement will not adversely affect the rating.

Further, the counterparty to such an agreement SHALL be rated "A" or better from at least one nationally recognized rating agency selected by the Treasurer, or the counterparty SHALL provide an irrevocable letter of credit from an institution rated "A" or better from at least one nationally recognized rating agency acceptable to the Treasurer.

N. Securities Lending Agreement

Securities lending agreements are agreements under which the Treasurer agrees to transfer securities to a borrower who, in turn agrees to provide collateral to the Treasurer. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the Treasurer in return for the collateral.

1. Maximum term: 180 days.
2. Maximum par value: Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.
3. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the Treasurer.
4. Agreements SHALL only be made for the purpose of enhancing investment revenue.
5. Securities eligible to be sold with a simultaneous agreement to repurchase SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.
6. The security to be sold on securities lending agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.
7. The proceeds of the securities lending agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.
8. In no instance SHALL the investment from the proceeds of a securities lending agreement be sold as part of a subsequent reverse repurchase agreement or securities lending agreement.

O. Supranationals

Supranationals are multilateral lending institutions that provide development financing, advisory services and other financial services to their member countries to promote improved living standards through sustainable economic growth.

Supranational investments are U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by any of the supranational institutions identified in Government Code Section 53601(q), with a maximum remaining maturity of five years or less, and which are eligible for purchase and sale within the United States. Supranational investments shall be rated in a rating category of "AA" or its equivalent or better by a NRSRO and shall not exceed 30% of the PSI portfolio.

1. Maximum maturity: Five years and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: 30% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-a.

**MINIMUM CREDIT RATING
DOMESTIC ISSUERS**

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P	Moody's	Fitch	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM
		A-1/AA	P-1/Aa	F1/AA	\$600MM
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:

- (1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P, Moody's, and Fitch).
- (2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 MM (million) par value may be greater than five years to maturity.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-b.

**MINIMUM CREDIT RATING
FOREIGN ISSUERS**

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P	Moody's	Fitch	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM
		A-1/AA	P-1/Aa	F1/AA	\$450MM
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days.
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:

- (1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P, Moody's, and Fitch).
- (2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 MM (million) par value may be greater than five years to maturity.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-c.

**MINIMUM CREDIT RATING
SUPRANATIONAL ISSUERS**

Issuer Rating (1)			Investment Limit (2)
S&P	Moody's	Fitch	
AAA	Aaa	aaa	30% of PSI Portfolio, of which 20% of the PSI Portfolio may be between 2 and 5 years.
AA	Aa	aa	20% of PSI Portfolio, of which 10% of the PSI Portfolio may be between 2 and 5 years.

Notes:

- (1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P, Moody's and Fitch).
- (2) Maximum combined par value for all issuers is limited to 30% of the PSI portfolio.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-d.

**MINIMUM CREDIT RATING
COMMERCIAL PAPER**

Maximum Maturity	Issuer Rating (1) (2)			Investment Limit (3)
	S&P	Moody's	Fitch	
270 days	A-1	P-1	F1	\$1.5 Billion

Notes:

- (1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P, Moody's and Fitch).
- (2) If an issuer has a long-term rating, it must be rated in a rating category of "A" or its equivalent or higher.
- (3) Maximum combined par value for all issuers is limited to 40% of the PSI portfolio.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT II

**LIMITATION CALCULATION FOR
INTERMEDIATE-TERM, MEDIUM-TERM AND LONG-TERM HOLDINGS
(Actual \$)**

Average Investment Balance and Available Cash (1)	\$30,486,126,816
Less:	
▪ 50% of Discretionary Deposits (1)	(\$1,231,644,816.98)
Average Available Balance	\$29,954,481,999
Multiplied by the Percent Available for Investment Over One Year	75%
Equals the Available Balance for Investment Over One Year	\$21,940,861,499
Intermediate-Term (From 1 to 3 Years) ▪ One-third of the Available Balance for Investment	\$7,313,620,500
Medium-Term and Long-Term (Greater Than 3 Years) ▪ Two-thirds of Available Balance for Investment (2)	\$14,627,241,000

(1) 36 Month Average from January 2017 to December 2019.

(2) Any unused portion of the Medium-Term and Long-Term available balance may be used for Intermediate-Term investments.

APPROVED LIST OF MUNICIPAL OBLIGATIONS

1. Any obligation issued or caused to be issued by the County of Los Angeles on its behalf or on behalf of other Los Angeles County affiliates. If on behalf of other Los Angeles County affiliates, the affiliate must have a minimum rating of "A3" (Moody's) or "A-" (S&P or Fitch). The maximum maturity is limited to 30 years.
2. Any short- or medium-term obligation issued by the State of California or a California local agency with a minimum Moody's rating of "MIG-1" or "A2" or a minimum S&P rating of "SP-1" or "A." Maximum maturity limited to five years.

**APPROVAL OF THREE MANAGED PRINT SERVICES (MPS) 2.0
MASTER AGREEMENTS**

Operations Cluster Meeting Date: February 19, 2020

Board Agenda Date: March 10, 2020

**ISD Contracts
Division**

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	2/19/2020	
BOARD MEETING	3/10/2020	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	REQUEST AUTHORITY TO EXECUTE THREE MASTER AGREEMENTS FOR MANAGED PRINT SERVICES 2.0 AND AMEND CONTRACT NUMBER 77909 WITH XEROX CORPORATION	
PROGRAM	Managed Print Services 2.0	
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: Recommendation Number 3 requests Board's approval of sole source extension of contract to allow for transition of services under current contract and to prevent gap in managed print services.	
DEADLINES/ TIME CONSTRAINTS	Current MPS contract expires July 31, 2020. Extension of current contract necessary to transition departments to new contracts; full transition of departments to MPS 2.0 expected to take up to 18 months.	
COST & FUNDING	Total cost: Projected annual costs of \$15.75 million per year upon full countywide implementation of MPS 2.0 Program.	Funding source: Expenditures over the term of the agreements in any given year will be budgeted by departments annually for such services.
	TERMS: Six years, with one one-year renewal option, and six month-to-month extension options, effective upon Board approval; Amendment of current contract with Xerox Corporation for a one-year period with six month-to-month extension options ¹ .	
	Explanation: Six year initial term will allow twelve months for implementation of MPS 2.0 Program, and will enable departments to maximize savings resulting from full-use of 5-year device lifecycle.	
PURPOSE OF REQUEST	The recommended actions are (1) to authorize the Director of Internal Services Department (ISD), or designee, to execute three master agreements to provide managed print services; (2) to authorize the Director of ISD, or designee, to exercise the renewal option extensions in accordance with the master agreement; add County-certified small business enterprises as subcontractors; execute individual subordinate agreements; execute master agreement amendments approved by County Counsel; and make necessary changes to the scope of services and applicable master agreement amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; and 3) extend one contract with Xerox Corporation to continue providing Print Optimization and Related Services (PORS) to County departments.	
BACKGROUND (include internal/external issues that may exist)	On January 15, 2013, the Board of Supervisors (Board) awarded the current contract to Xerox to provide managed print services to County departments. On the same date, the Board mandated that all County Departments participate in the MPS Program. Under the current MPS Program, the County utilizes approximately 17,000 print devices at an annual cost of approximately \$21 million. MPS 2.0 will expand and enhance the existing program to further decrease service response and resolution times while continuing to reduce cost of ownership and operation for the printing environment. MPS 2.0 is expected to achieve \$5.25 million in annual cost savings Extension of the current contract will ensure departments successfully transition to the new contracts without a gap in service.	
DEPARTMENTAL AND OTHER CONTACTS	Christie Carr Division Manager (323)267-3101 ccarr@isd.lacounty.gov	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

9150 E. Imperial Hwy.
Downey, California 90242

SELWYN HOLLINS
Acting Director

"Trusted Partner and Provider of Choice"

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

March 10, 2020

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 AUTHORITY TO AWARD AND EXECUTE THREE MASTER
AGREEMENTS FOR MANAGED PRINT SERVICES 2.0 AND AMEND CONTRACT
NUMBER 77909 WITH XEROX CORPORATION
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request delegated authority to award and execute three Master Agreements to provide managed print services to various County departments to support implementation of the County's Managed Print Services (MPS) 2.0 Program and to extend Contract Number 77909 with Xerox Corporation.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Acting Director of Internal Services Department (ISD), or designee, to execute three Master Agreements (MA), substantially similar to Attachment 1, with Xerox Corporation ("Xerox"), Sharp Electronics Corporation ("Sharp") and Ray Morgan Company ("Ray Morgan") to provide managed print services, upon your Board's approval, for a six-year term, with one additional one-year extension option, and six month-to-month extensions, for a maximum total master agreement term of seven years and six months, at an estimated cost of \$15.75 million for the first year.
2. Authorize the Acting Director of the ISD, or designee, to exercise the renewal extension options in accordance with the attached Master Agreement; add County-certified small business enterprises as subcontractors; execute individual Subordinate Agreements (SA); execute MA amendments approved by County Counsel; and make necessary changes to the scope of services and applicable

MA amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

3. Delegate authority to the Acting Director of ISD, or designee, to execute an amendment for a sole source extension of Contract Number 77909 (Print Optimization and Related Services Contract) with the current contractor, Xerox for a one-year period with six month-to-month extension options to continue providing Print Optimization and Related Services (PORS) to County departments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On January 15, 2013, the Board of Supervisors (Board) awarded the PORS contract to Xerox to provide managed print services to County departments. The MPS Program optimizes office printing while reducing costs to County departments by standardizing equipment, measuring usage and managing charges. On the same date, the Board mandated that all County departments participate in the MPS Program. The current contract will expire on July 31, 2020.

Under the current MPS Program, the County utilizes approximately 17,000 print devices at an annual cost of approximately \$21 million. MPS 2.0 will expand and enhance the existing program to further decrease service response and resolution times while continuing to reduce cost of ownership and operation for the printing environment. The ISD Office of Strategic Sourcing will be responsible for overseeing the overall MPS 2.0 Program implementation coordination with departments, including granting exceptions and providing progress reports.

The first and second recommendations request approval to award and execute three MAs for MPS 2.0 and delegated authority to the Acting Director of ISD to execute SAs and amendments. Additionally, the second recommendation provides for the ability to add more certified local small business enterprise vendors as subcontractors should awarded vendors negotiate arrangements with such entities during the term of the MA. These MAs will allow ISD to maintain a pool of three qualified vendors that can provide managed print services to departments Countywide through a centralized and streamlined competitively solicited contracting process.

The third recommendation requests delegated authority to execute an amendment to extend the current PORS Contract with Xerox. The extension of the current contract will ensure that County departments continue receiving managed print services without a gap in service thereby allowing the successful and seamless transition of services to the new contracts.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended master agreements support the County's Strategic Plan Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability) by maximizing the effectiveness of the County's processes and operations and effectively managing County resources to provide efficient and responsive managed print services throughout the County.

FISCAL IMPACT/FINANCING

The MAs will only be used where sufficient budgeted funds are available from departments requesting services. Expenditures over the term of the agreements in any given year will be budgeted by departments annually for such services.

The contractor's proposed rates for individual SA bids cannot exceed the maximum rates identified in the MAs (Attachments 2, 3, and 4), and MA rates are fixed for the entire MA term, including extension options, however, if County departments request new devices after year 2, the MA allows for a fixed pricing escalator to be applied.

Departments utilizing the services are responsible for ensuring that contractors will not perform services which exceed the amounts, scope of work, and dates specified in each individual subordinate agreement.

By adopting MPS 2.0, the County expects to achieve an estimated \$5.25 million (or 25 percent of print costs) in annual cost savings.

There is no impact to net County costs (NCC).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended MAs includes the County's standard terms and conditions which have been approved as to form by County Counsel. The MAs contain the Board's required contract provisions, including qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

These are not Proposition A contracts because the contracted work is intermittent and highly technical in nature and, therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under these contracts do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program," because of the specialized nature of the work.

CONTRACTING PROCESS

Recommendation Number 1

On September 16, 2019, ISD released a Request for Statement of Qualifications (RFSQ) for MPS 2.0 and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 5) which was released to 390 vendors.

A mandatory vendor's conference was held on September 25, 2019, and twenty-one vendors attended (Attachment 6). Six Statements of Qualification (SOQ) submissions were received by the October 30, 2019, deadline. ISD staff reviewed the SOQs to confirm that the minimum requirements were met and five SOQs were determined to be in compliance with the requirements set forth in the RFSQ.

The evaluation process consisted of two phases. Phase 1 included the evaluation of SOQs based on the criteria listed in the RFSQ by an evaluation committee comprised of subject matter experts from various departments. In Phase 2, ISD performed preliminary testing of the three highest scoring proposers' (Attachment 7) proposed equipment and software, and validated that the performance and functionality were in compliance with the requirements identified in the RFSQ.

A summary of the Community Business Enterprise Program information for each recommended contractor is provided in Attachment 8. Although the recommended contractors are not certified as Local Small Business Enterprises (LSBE), the three recommended contractors agreed to partner with County-certified small businesses as subcontractors to provide the contracted services.

No protests were received for this solicitation.

The recommended MAs include maximum rates for various equipment and services. Customized statements of work will be developed by departments and equipment and services for departments will be solicited by ISD through a competitive departmental SA solicitation process that will include the three contracted vendors. ISD will execute SAs with the lowest cost Contractor unless other selection criteria is identified in the SA solicitation. Contractors awarded an SA with a department will maintain that department's complete business throughout the life of the MA.

Approval of the MAs does not guarantee a contractor any minimum amount of work.

County departments only incur an obligation as individual SAs are awarded.

Recommendation Number 2

In accordance with your Board's contract policy requirements for Sole Source Contracts, ISD notified your Board on December 24, 2019 of its intent to enter into negotiations to extend the contract with Xerox. Subsequently, Xerox agreed to an 18-month contract extension at the same rates. The CEO has approved the Sole Source Contract Checklist (Attachment 9) and recommendations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these MAs and recommendations will support the implementation of the County's MPS 2.0 Program, ensure County departments continue to receive managed print services without a gap in services, and maximize the County's projected Program cost savings. There is no impact to County workforce.

CONCLUSION

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to ISD's Contracting Division.

Respectfully submitted,

SELWYN HOLLINS
Acting Director

SH:MO:CC:OS:mp

Attachments (9)

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

ATTACHMENTS

1. Sample Master Agreement and Exhibits
2. MPS 2.0 Pricing – Ray Morgan Company
3. MPS 2.0 Pricing – Sharp Electronics Corporation
4. MPS 2.0 Pricing – Xerox Corporation
5. MPS 2.0 RFSQ Release Screen Shot
6. MPS 2.0 RFSQ Mandatory Vendor's Conference
Attendee List
7. MPS 2.0 Evaluation Scores Breakdown
8. CBE Information
9. CEO Sole Source Checklist <placeholder>



MASTER AGREEMENT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
AND**

<CONTRACTOR>

FOR

MANAGED PRINT SERVICES (MPS) 2.0

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**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND
<CONTRACTOR>
FOR
MANAGED PRINT SERVICES (MPS) 2.0**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, Internal Services Department hereinafter referred to as County and [Contractor], hereinafter referred to as Contractor, to provide managed print services.

RECITALS

WHEREAS, County may contract with private businesses for managed print services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing managed print services; and

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

WHEREAS, the Board of Supervisors has authorized the Director or his/her designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

➤ **Exhibits:**

- A. Statement of Work
- B. County's Administration
- C. Contractor's Administration
- D. Acknowledgement and Confidentiality Agreement
- E. EEO Certification
- F. Jury Service Ordinance
- G. Safely Surrendered Baby Law
- H. Defaulted Property Tax Reduction Program
- I. Subcontractor Forms
- J. Cost Forms

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed MA with the Internal Services Department.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

- 2.4 County Project Director:** Person designated by Director with authority to approve all Subordinate Agreement solicitations and executions.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 County's Subordinate Agreement (SA) Director/Department Project Manager:** Responsible for coordinating and monitoring the Subordinate Agreement pursuant to Section 6.4 of this MA.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Department:** County departments utilizing the services provided under this MA.
- 2.9 Director:** Director of Internal Services Department.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement (MA):** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Subordinate Agreements.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed MA with the County, Internal Services Department.
- 2.13 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through MAs.
- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work (SOW):** Statement of Work for this MA.
- 2.16 Subordinate Agreement (SA):** A SA executed wholly within and subject to the provisions of this MA, for the performance of tasks and/or provision of deliverables as described in a specification or a SOW. Each SA shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified, County shall select the lowest cost, qualified bid responding to the requirements of the proposed SAs. No work shall be performed by Contractors except in accordance with validly bid and executed SAs.

3.0 WORK

- 3.1** Pursuant to the provisions of this MA, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each SA shall include an attached SOW, which shall describe in detail the particular project and the work required for the performance thereof.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor personnel, and/or that goes beyond the SA expiration date, and/or that exceeds the Total Maximum Amount as specified in

the SA as originally written or modified in accordance with sub-paragraph 8.1 (Amendments), these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.4 Subordinate Agreement Process

County procedures for issuing and executing SAs are as set forth in this sub-paragraph. Upon determination by County to issue a SA solicitation, County shall issue a SA solicitation containing a SOW to all qualified Contractors. Each interested Contractor contacted shall submit a bid to the County by the method and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular SA.

Upon completion of evaluations, County shall execute the SA by and through County's Subordinate Agreement Director or his/her designee identified in this MA with the lowest cost Contractor unless the SA solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no SAs are awarded to some Contractors.

County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular SA bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the SA. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular SA as determined in the sole discretion of County's MAPD, and in the event Contractor defaults three times, as described, within a given County fiscal year, then County may terminate this MA pursuant to sub-paragraph 8.43 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1** This MA is effective upon the date of its execution by the Director or his/her designee as authorized by the Board of Supervisors (Board). This MA shall expire six (6) years from the date of Board approval unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** County shall have the sole option to extend the MA term for up to one (1) additional one-year extension and six (6) month-to-month options, for a maximum total term of seven (7) years and six (6) months. Each option and extension will be exercised at the sole discretion of the Director or designee as authorized by the Board.
- 4.3** County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a MA/SA term extension option.
- 4.4** Contractor shall notify County when this MA is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event,

Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit B (County's Administration).

5.0 CONTRACT SUM

- 5.1** Contractor shall not be entitled to any payment by County under this MA except pursuant to validly executed and satisfactorily performed SAs. In each year of this MA, the total of all amounts actually expended by County hereunder may not exceed amounts allocated to each department by the Board in their approved budgets. County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the MA is the Contract Sum.
- 5.2** Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this MA. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this MA shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this MA.

5.4 Invoices and Payments

- 5.4.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this MA. The Contractor's payments shall be as provided in the SA, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2** The Contractor's invoices shall be priced in accordance with the SA.
- 5.4.3** The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4** The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.4.5 All invoices under this Contract shall be submitted in two (2) copies to the billing address specified in SA.

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

5.4.7 Local Small Business Enterprises (LSBE) – Prompt Payment Program

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

5.4.8 Refunds and Other Payments

- Contractor shall provide refunds and other moneys due to County such as for overpayments, liquidated damages, or fees assessed pursuant to the PRS, and/or for any other applicable reason, within thirty (30) days when demand is made for other moneys.
- Contractor shall remit refunds by check, payable to the County of Los Angeles, and mailed to:

Internal Services Department
1100 N Eastern Ave
Room 100, Cashier's Office
Los Angeles, CA 90063

- County reserves the right to withhold payment, or to reduce payment, to satisfy an unpaid refund obligation that exceeds the thirty (30) day time limit specified above. Contractor shall not withhold services if payment is held or reduced. In the event payment withholding or reduction will not satisfy the refund obligation, and Contractor declines to submit a check to County for the moneys owed, County reserves the right to terminate this Contract.

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

5.5.1 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall 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.

- 5.5.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4** 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), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit B (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate and recommend all changes to this MA and resolve disputes between the County and Contractor.

6.2 County's Project Director

The County's Project Director, or his/her designee is the approving authority for individual SA solicitations and executions.

6.3 County's Program Manager

The County Program Manager will review and assist Contractor with technology strategies and implementation Roadmap documents for all device configurations as outlined in Exhibit A (Statement of Work) Section 6.0 Services.

6.4 County's Subordinate Agreement (SA) Director/Department Project Manager

A SA Director will be assigned for each SA by County's Project Director. County's SA Director shall:

- 6.4.1** Ensure that the technical standards and task requirements articulated in the individual SA are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform SAs;
- 6.4.2** Coordinate and monitor the work of Contractor personnel assigned to the SA Director's specific projects, and to ensure that this MA's objectives are met;
- 6.4.3** Monitor, evaluate, and report Contractor performance and progress on the SA;

- 6.4.4 Provide direction to Contractor in areas relating to policy, information and procedural requirements.

6.5 Department Project Monitor

Each SA will designate a Department Project Monitor. County's SA Project Manager shall:

- 6.5.1 Be the key point of contact between County and Contractor for each SA.
- 6.5.2 Coordinate and monitor the work of Contractor personnel and ensure that the SA's objectives are met.
- 6.5.3 Oversees the day to day activities of this SA and monitor Contractor's performance in the daily operation of the SA.
- 6.5.4 Be responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 6.5.5 Coordinate with Contractor's Project Manager, on a regular basis, regarding Contractor's performance.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Authorized Official(s)

- 7.1.1 Contractor's Authorized Official(s) are designated in Exhibit C – Contractor's Administration. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.1.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this MA on behalf of Contractor.

7.2 Contractor's Project Manager

- 7.2.1 Contractor's Project Manager is designated in Exhibit C (Contractor's Administration). Contractor shall notify the County in writing of any change in the name or address of Contractor's Project Manager.
- 7.2.2 Contractor's Project Manager or his/her designee shall have full authority to act for Contractor on all matters relating to the daily operation of the MA. Contractor Project Manager or his/her designee shall be able to effectively communicate, in English, both orally and in writing.
- 7.2.3 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this MA and shall coordinate with County's SA Directors and Project Managers on a regular basis with respect to all active SAs.
- 7.2.4 Contractor's Project Manager shall act as a central point of contact with the County.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this MA with a photo identification badge.

Contractor technicians must always wear identifiable company branded clothing and have on their possession and made visible their company identification badge while at a County facility.

7.5 Background and Security Investigations

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

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

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

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

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation,

County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this MA.
- 7.6.4** Contractor shall sign and adhere to the provisions of Exhibit D (Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** The County's Board or designee may require the addition and/or change of certain terms and conditions in the MA during the term of this MA. The County reserves the right to add and/or change such provisions as required by the County's Board. To implement such orders, an Amendment to the MA shall be prepared and executed by Contractor and by the Director or designee.
- 8.1.2** Director or designee may, at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Master Agreement. Contractor agrees that such extensions of time shall not change any other term or condition of this MA during the period of such extensions. To implement an extension of time, an Amendment to the MA shall be prepared and executed by Contractor and the Director or designee.

8.1.3 Addition of Device Categories

The County reserves the right to add and/or change certain provisions. To implement such orders, an Amendment to the MA shall be prepared and executed by Contractor and the Director of ISD or his/her designee to add or delete Device Categories.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall 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.

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

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

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

8.3 Authorization Warranty

Contractor represents and warrants that the person executing this MA 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 MA and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1** Within five (5) business days after the MA effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5** The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7** Copies of all written responses shall be sent to the County's Project Manager within two (2) business days of mailing to the complainant.

8.5 Compliance with Applicable Law

- 8.5.1** In the performance of this MA, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MA are hereby incorporated herein by reference.
- 8.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant

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

8.6 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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this MA or under any project, program, or activity supported by this MA. The Contractor shall comply with Exhibit E - EEO Certification.

8.7 Compliance with County's Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a

contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means forty (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 ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the MA, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the MA commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the MA and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the MA may constitute a material breach of the MA. In the event of such material breach, County may, in its sole discretion, terminate the MA and/or bar 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 MA or any competing MA, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this MA. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder

shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.8.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MA. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this MA.

8.9 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

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

8.10 Consideration of Hiring GAIN/GROW Participants

- 8.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.11 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 MA. 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 this MA, 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

1. If there is evidence that the Contractor may be subject to debarment, County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall

be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall 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 shall also apply to subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands

that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, 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. Information and posters for printing are available at www.babysafela.org.

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

8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through SA or MA 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 County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this MA to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this MA maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be

made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.16 Employment Eligibility Verification

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

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

8.17 Facsimile Representations

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this MA, 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 subparagraph as "force majeure events").
- 8.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, 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 MA shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County.

8.21 Independent Contractor Status

- 8.21.1** This MA is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2** Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

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

8.21.4 Contractor shall adhere to the provisions stated in sub-paragraph 7.6 (Confidentiality).

8.22 Indemnification

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnities) 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 MA, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this MA and until all of its obligations pursuant to this MA have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this sub-paragraph and sub-paragraph 8.24 (General Provisions for All Insurance Coverage). These minimum insurance coverage terms, types and limits (Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this MA. 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 MA.

8.23.1 Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MA.
2. Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

3. Certificates shall identify all required Insurance coverage types and limits specified herein, reference this MA by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this MA. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Internal Services Department
Contracting Division, IT Contracts Section
9150 E. Imperial Highway
Downey, CA 90242
Attention: Contract Analyst
esma.contracts@isd.lacounty.gov

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

8.23.2 Additional Insured Status and Scope of Coverage

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

exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the MA, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this MA. 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.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 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 shall cover liability arising out of Contractor's use of autos pursuant to this MA, 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Technology Errors & Omissions insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer

software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

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

8.25 Liquidated Damages

- 8.25.1** If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed or other cost of non-compliance with the terms hereof. A description of the work not performed (or other non-compliance) 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 designee, in a written notice describing the reasons for said action.

- 8.25.2** If the Director determines that there are deficiencies in the Contractor's performance of this MA that are correctable by the Contractor over a certain time span, the Director or designee, will provide a written notice to the Contractor requiring correction of the deficiency within specified time frames. Should the Contractor fail to correct the deficiencies within said time frame, the Director may:

1. Deduct from the Contractor's payment, a pro rata amount for deficiencies or incomplete work under any outstanding SA; and/or
2. Deduct liquidated damages from outstanding invoices in the amount of One Hundred Dollars (\$100) per day per infraction, per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in this MA and future SAs, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
3. Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be

County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 and 8.25.5 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this MA.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this MA provided by law or sub-paragraph 8.25.2 and 8.25.5 and shall not, in any manner, restrict or limit the County's right to terminate this MA as agreed to herein.

8.25.5 If the Contractor fails to complete the work specified in the SA on time, at the discretion of the County, the Director may:

1. Deduct liquidated damages from outstanding invoices in the amount up to One Hundred Dollars (\$100) per day per infraction as specified in any Performance Requirements Summary (PRS) Charts in this MA and future SAs, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
2. Upon giving five (5) days' notice to the Contractor for failure to complete the work timely, the County may complete any and all work 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.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this MA 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 MA, then such lower prices shall be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

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

- 8.27.2** Contractor shall certify to, and comply with, the provisions of Exhibit E (EEO Certification).
- 8.27.3** Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4** Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this MA or under any project, program, or activity supported by this MA.
- 8.27.6** Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph when so requested by the County.
- 8.27.7** If the County finds that any provisions of this sub-paragraph have been violated, such violation shall constitute a material breach of this MA upon which the County may terminate or suspend this MA. While the County reserves the right to determine independently that the anti-discrimination provisions of this MA have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this MA.
- 8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this MA, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this MA.

8.28 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This MA shall not restrict the County 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 MA, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MA, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 Notices

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

8.34 Prohibition against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement); as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this MA, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1** Contractor shall not disclose any details in connection with this MA 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, County shall not inhibit Contractor from publishing its role under this MA within the following conditions:
1. Contractor shall develop all publicity material in a professional manner; and
 2. During the term of this MA, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's MA Director. The County shall not unreasonably withhold written consent.
- 8.36.2** Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this MA with the County, provided that the requirements of this sub-paragraph shall apply.

8.37 Record Retention and Inspection/Audit Settlement

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

- 8.37.1** In the event that an audit of the Contractor is conducted specifically regarding this MA by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this MA. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2** Failure on the part of Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this MA upon which County may terminate or suspend this MA.
- 8.37.3** If, at any time during the term of this MA or within five (5) years after the expiration or termination of this MA, representatives of the County may conduct an audit of Contractor regarding the work performed under this MA, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this MA or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this MA exceed the funds appropriated by the County for the purpose of this MA.

8.38 Recycled Bond Paper

Consistent with the Board's 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 MA.

8.39 Subcontracting

8.39.1 Contractor shall subcontract work awarded under each SA to one or more County certified Local Small Business Enterprise(s) (SBEs) as identified in Contractor's Small Business Utilization Plan. This requirement shall apply to work that both County and Contractor agree can be performed by a Subcontractor(s) under a specific SA.

8.39.2 The requirements of this MA 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 MA.

8.39.3 The Contractor shall provide the following information promptly at the County's request:

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

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

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

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

8.39.7 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 shall forward a fully executed subcontract to the County for their files.

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

8.39.9 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the person identified in sub-paragraph 8.23.1 before any Subcontractor employee may perform any work hereunder.

8.39.10 The Contractor shall provide, upon the County's request, a report describing work performed by Subcontractor(s) under this MA.

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

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

8.41 Termination for Convenience

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

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

1. Stop work under the SA or under this MA, as identified in such notice;
2. Transfer title and deliver to County all completed work and work in process; and
3. Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this MA or SA shall be maintained by the Contractor in accordance with sub-paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

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

1. Contractor has materially breached this MA;
2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this MA or any SA issued hereunder; or
3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any SA issued under this MA, or of any obligations of this MA 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.

8.42.2 In the event that the County terminates this MA in whole or in part as provided in sub-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 shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this MA to the extent not terminated under the provisions of this sub-paragraph.

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

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 (Termination for Convenience) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MA.

8.43 Termination for Improper Consideration

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

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

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

8.44 Termination for Insolvency

8.44.1 County may terminate this MA forthwith in the event of the occurrence of any of the following:

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

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

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty against Contingent Fees

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

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

8.50 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 MA will maintain compliance, with County Code Chapter 2.206.

8.51 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 subparagraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this MA. Without limiting the rights and remedies available to County under any other provision of this MA, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this MA and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off for Voting

Contractor shall notify its employees, and shall 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 ten (10) days before every statewide election, every Contractor and subcontractors shall 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.

8.53 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 shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the MA. 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 sub-paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this MA.

8.54 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the MA may constitute a material breach of the MA. In the event of such material breach, County may, in its sole discretion, terminate the MA.

8.55 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.

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 Agreement 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 shall 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, shall maintain the confidentiality of any information obtained and shall notify 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 shall 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 MA is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the County Code.
- 9.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4** If 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 MA or SA to which it would not otherwise have been entitled, Contractor shall:
 1. Pay to the County any difference between the SA amount and what the County's costs would have been if the SA had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the SA; and
 3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 Ownership of Materials, Software and Copyright

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

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

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

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this MA, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.3.5 Notwithstanding any other provision of this MA, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this sub-paragraph 9.3 (Ownership of Materials, Software and Copyright) shall survive the expiration or termination of this MA.

9.4 Patent, Copyright and Trade Secret Indemnification

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

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement

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

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

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

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

9.6.1 This MA is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the County Code.

9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

9.6.4 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 SA to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the SA amount and what the County's costs would have been if the SA had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the SA; and

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

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

9.7 Data Destruction

Contractor(s) and vendor(s) that have maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1** This MA is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the County Code.
- 9.8.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.8.4 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 MA to which it would not otherwise have been entitled, Contractor shall:

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

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

AUTHORIZATION OF MASTER AGREEMENT FOR MANAGED PRINT SERVICES

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

COUNTY OF LOS ANGELES

By _____
Director

Internal Services Department

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal County Counsel

Exhibit A

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 SCOPE OF WORK

Contractor shall provide managed print services and related support services including, providing all printing Equipment and Consumables, providing hardware maintenance and break-fix support, and managed print services reporting. The Contractor shall perform all of the following the basic tasks:

- Install print devices and accessories.
- Install and configure print management Software.
- Provide internal coordination for print Device moves, adds, and changes.
- Provide printer support (e.g. toner replacement, maintenance kit replacement, and driver issues).
- Escalate Device problems as necessary to meet Service Levels.
- Train County staff on configuring and resolving Device problems.
- Train County users on Device functions and operation.
- Update Device firmware and print management Software throughout the Contract.
- Provide monthly performance metric report and billing invoices.
- Conduct Quarterly Business Reviews with each Department.

Specific tasks, deliverables, etc. will be determined during the Departmental Subordinate Agreement Process.

2.0 BACKGROUND

County has the following objectives through this MA:

- Standardize the printing Equipment used across the County environment.
- Rationalize the amount of printing Equipment in use by achieving industry recognized optimal user to print Equipment ratios.
- Reduce cost of ownership and operation for the printing environment.
- Reduce the environmental impact of printing through the use of newer “green” technology.
- Implement a scalable printing Equipment solution that will meet the operational and technical printing requirements of County for at least the next five (5) years.

2.1 Current Managed Print Services Model

The County currently utilizes a distributed managed print services model wherein each department meets their specific print needs through the managed print service contract framework. In the future, that will also be the case, consistent with managed print services standards and approaches as defined in this Request for Statement of Qualifications (RFSQ) and Statement of Work (SOW).

2.2 Current Equipment Inventory, Impression Volumes, and Computing Environment

The current Countywide Equipment inventory and computing environment is shown in the following tables in Attachment 3 - Current Equipment Inventory, Impression Volumes, and Computing Environment and is based on 2017 Annual MPS Reporting.

- Table 1 - Equipment Inventory by Device Category
- Table 2 – Equipment Capability
Provides further clarification on Equipment capabilities of Table 1 - Equipment Inventory by Device Category
- Table 3 – Average Monthly Volume by Print Category
- Table 4 - Paper Count by Size and Type and Approximate Percentage of Total Print Volume
- Table 5 - Main Hardware and Software Applications
Provides information on applications that generate the majority of the print volume

Note: The difference in volume counts between Tables 3 and 4 is due to physical paper usage.

3.0 DEFINITIONS

- 3.1 Availability:** Shall mean that a given Service Element, System, Network or other Service performs in accordance with this Contract, including applicable Performance Requirements and responds in a manner that is reasonably suitable for County's intended business purpose.
- 3.2 Callout Cost:** Hourly cost for the actual time to respond to an actual service call while in Standby mode.
- 3.3 Computing Environment:** Includes all computing hardware Devices, network communications hardware Devices, microcode, Software, and peripheral Devices such as printers, scanners, copiers, plotters, and facsimile Devices.
- 3.4 Consumables:** Goods required for the ongoing operation and function of the supplied Print Environment, excluding paper products.
- 3.5 County Business Unit:** A logical element or segment of the County (such as Division, Section) representing a specific business function.

- 3.6 County Project Manager:** As defined in Master Agreement.
- 3.7 Critical Devices:** Devices in this class are used to support business functions that are critical and time sensitive and shall have support available 24 hours by 365 days per year.
- 3.8 Deliverables:** Hardware, Software, reports, studies, information and other tangible items of the Services to be provided by or for the Service Provider to LA County.
- 3.9 Department Project Manager:** As defined in Master Agreement.
- 3.10 Department Project Monitor:** Department point of contact (individual or team) specified by the Department Project Manager upon mutual written agreement.
- 3.11 Department Solicitation:** Subordinate Agreement Solicitations issued for the Departments.
- 3.12 Deployment Plan:** Written plan developed by Department and Contractor for the orderly, effective and efficient deployment of the Services.
- 3.13 Device:** An individual component of the Print Environment provided, or managed, as part of the Services.
- 3.14 Equipment:** Computer, telecommunications and related Equipment including mainframes, front-end processors, telecommunications switches, mid-range or mini computers, personal computers (PC's) and workstations, routers, modems, hubs and all similar Equipment, their associated peripherals (e.g., printers, plotters, routers, modems and hubs, etc.) and connecting Equipment.
- 3.15 Facility:** Property(ies) owned and/or operated by the County of Los Angeles.
- 3.16 Impressions:** A logical page or meter "click" as opposed to a character Impression or physical sheet of paper.
- 3.17 Incidents:** Problems, issues, failures, and requests.
- 3.18 Locations:** All County locations. Specified Locations to be identified at time of Departmental Subordinate Agreement Solicitation in Schedule L – Locations (currently a sample).
- 3.19 Minimum Volumes:** Amount of impressions that County commits to pay for whether they use the Impressions or not.
- 3.20 Multi-Functional Device (MFD):** A laser printer, copier, fax and scanner in one physical unit.
- 3.21 Performance Requirements:** Performance Requirements as identified in Attachment 2 – Performance Requirements Summary (PRS).
- 3.22 Plus Services:** Additional Consumables Management services that Departments may also require the Contractor to provide. The Departments will specify during the Departmental Subordinate Agreement Process if these services are needed.
- 3.23 Print Environment:** The output hardware Devices used by County including printers, copiers, and multi-function Devices.

- 3.24 Reports:** Specified Reports to be identified at time of Departmental Subordinate Agreement Solicitation in Attachment 4 Schedule R - Reports (currently a sample).
- 3.25 Resolution Time:** The accumulation of time from the point at which an Incident is identified by the earliest of: an Incident reported by the Department Project Monitor or designee(s); reported by the Contractor; or detected by automated monitoring processes, and is considered open until the same Incident record is closed by the technician or the Department Project Monitor or designee(s) (including detailed log of action(s) taken), with the originating user's approval that the Incident has been resolved
- 3.26 Root Cause Analysis:** Analysis, verification and correct identification of any issue or problem concerning the Services, or otherwise in connection with the Agreement.
- 3.27 Scheduled Downtime:** Time which a Device is scheduled to be unavailable due to planned events such as preventive maintenance or upgrades mutually agreed upon by Department and the Contractor.
- 3.28 Service Hours:** The facilities' working hours/days of work are as follows: Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM and Enhanced Service Hours: 7 days a week, 24 hours a day. Each Department will specify their required Service Hours during the Departmental Subordinate Agreement Process.
- 3.29 Services:** all products, activities, and actions as described and identified in the Contract and all related Schedules, Exhibits and other attachments, collectively.
- 3.30 Severity:** Severity Levels as identified in Sub-section 6.4.1 - Hardware Break/Fix Support.
- 3.31 Software:** System Software and applications Software used to perform the Services, or used by Departments in their regular business activities.
- 3.32 Standby:** Securing access to service outside of Service Hours.
- 3.33 Standby Cost:** Hourly cost for Standby mode.
- 3.34 Standard Devices:** Devices in this class of service are used for non-critical business functions. These Devices are used during regular business hours but may also be used by Departments providing services on a 24 hours by 365 days basis and shall have support available 8 hours by 5 days by 52 weeks per year.
- 3.35 System:** Hardware and Software, appropriately integrated, interfaced and interoperable, to work together efficiently and effectively.
- 3.36 Technology Roadmap:** The long range plan that identifies potential technologies, alternative delivery methods, and associated benefits, used for delivery of the Services.
- 3.37 Term:** The term of Contract as identified in Contract Paragraph 4.0 – Term of Contract.
- 3.38 Third Party:** Any Person other than County and Contractor.

- 3.39 **Unscheduled Downtime:**** Total amount of elapsed time that a Device is not fully functioning or available not including the hours in any month during which a Device is scheduled to be unavailable due to planned events such as preventive maintenance or upgrades.

4.0 DEPARTMENTAL SUBORDINATE AGREEMENT PROCESS

The County will release Departmental Subordinate Agreement Solicitations as needs arise. Specific tasks, deliverables, etc. will be determined at the time a department requests Subordinate Agreement bids. Contractor's proposed rates for Subordinate Agreement bids shall not exceed the maximum rates identified in the MA.

Subordinate Agreement Solicitation(s) will include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. There may be multiple service delivery solutions, interfaces to County systems, and deployment plans.

All Department SAs under this MA will expire as set forth in RFSQ Paragraph 1.7 – Master Agreement Term.

Department SAs may not be awarded during the last year of the Contract Term at the County's sole discretion.

5.0 SYSTEM REQUIREMENTS

Contractor shall provide and is completely responsible for the print Devices throughout the lifetime of the Device.

5.1 Hardware Requirements

Contractor shall provide new and unused equipment; refurbished and/or re-manufactured equipment will not be accepted. All hardware must include either in the base configuration or through upgrade all of the specifications listed in Exhibit 24A – Mandatory Print Device Hardware/Software Requirements. The hardware is categorized into the following nine (9) categories and County will accept only one model per category:

1. B&W MFD Hi-Speed
2. Color MFD Hi-Speed
3. B&W MFD Large
4. Color MFD Large
5. B&W MFD Mid-Size
6. Color MFD Mid-Size
7. B&W MFD Small
8. Color MFD Small
9. B&W Printer Small

Attachment 3 - Current Equipment Inventory, Impression Volumes, and Computing Environment, Table 6 – Estimated Print Devices and Volumes provides an estimate of the required number of devices by type and an estimate of the monthly

impression volumes. The margin of error for total Devices and estimated volumes is $\pm 10\%$. The Deployment Plan along with identified business requirements will drive the final net new Equipment requirements in each category.

5.2 Fleet Management Software Requirements

Contractor shall provide the following Software for centrally managing print technology, on the network. The intent of the MPS Program is for all devices to be connected to the network. However, depending on each Department's business needs or circumstances some devices may not be connected to the network. In those instances, alternate methods of usage reporting must be implemented by the Contractor at no additional cost to the County. The alternate methods of usage reporting must be agreed upon by the Department and the awarded Contractor. All Software must include or be capable of being upgraded to include compatibility with all of the specifications listed in Exhibit 24A – Mandatory Print Device Hardware/Software Requirements.

5.2.1 Fleet Management Software

- Shall be used to manage and maintain the Print Environment to the required performance levels.
- Shall be tested and certified by Department and Contractor prior to its implementation in the Department Print Environment.
- Shall be compatible with a physical or virtual Windows Server of no more than one version behind the latest release.
- Will be maintained and upgraded by the Contractor.
 - Upgrades to Fleet Management Software must be completed with two (2) months of release on a mutually agreed upon schedule with the Department.

5.3 Special Needs

Contractor is required to ensure physically challenged employees can take full advantage of device functionalities. Contractor's proposed device configurations shall accommodate special needs such as wheelchair accessibility and visual impairments as necessary.

6.0 SERVICES

6.1 Print Architecture Support

To assist in positioning the device configurations, as requested by the County Program Manager or Department Project Monitor, Contractor shall:

- Prepare and present technology strategies and implementation roadmap documents for all device configurations that outlines how the components could evolve over a four (4) to five (5) year period on an annual basis.
- Align all presented strategies with industry norms and best practices.
- Provide cost and timeline estimates for moving to new technologies as part of the strategies and Technology Roadmaps presented.

- Assist development of the Print Environment technical architecture design and strategy.
- Implement approved opportunities.
- Ensure that the technologies remain current and maintainable and that risk factors related to older technologies are minimized through lifecycle management. Any technology should be at a current generation or one generation prior level of currency unless; a) otherwise approved by County; or b) either County or the Contractor identifies that a lower level of currency is required in order not to impede or prevent County application functionality. County will review and approve requests to move to newer technology or requests for waivers to remain on old technology.
- Ensure that all hardware, Software, and firmware will not be allowed to go unsupported unless specifically agreed to by County.
 - Upgrades to firmware must be completed within two (2) months of release on a mutually agreed upon schedule with the Department.
- Proactively research new Software technology and program products for applicability to the County Print Environment including new functionality that from time to time appears in in-scope products already in use at County. Present to Departments any such new functionality for the purpose of discussion on cost/benefit/risk and potential implementation at least annually. Departments will review and approve requests to introduce new functionality to County.
- Maintain the County Print Environment technical architecture including the hardware, Software, utilities, tools and identify opportunities to add functionality, reduce cost or improve the environment as technology changes. The County Program Manager will review and approve the implementation of recommended opportunities or state alternatives and all changes to standards.

6.2 Deployment

The initial deployment per department shall include the installation of approved Print Device(s) and Software and providing training to County personnel. Initial deployments may also include salvage of existing County print hardware.

6.2.1 Deployment Requirements

- Deployment shall be completed within six (6) months of Subordinate Agreement execution.
- Deployment shall be managed as a formal project using an agreed upon project management methodology.
- Deployment shall be predicated on the Department business requirements and must not interfere with normal business operations.

- Actual delivery and installation timeline to be determined by County Department within a normal 8-hour day, regardless of day(s) of the week.

- Contractor shall provide dedicated project resources to oversee the project and perform the deployment activities.

6.2.2 Deployment Plan

Contractor shall develop Deployment Plan and reflect deployment on a Department basis including the following:

- Project Management – includes detailed project planning and tracking, status reporting, issue management, resource management, post-deployment review.
- Requirements Analysis – includes detailed planning by Location and floor, business requirements determination, business cycle integration with deployment activities.
- Management of Change – includes communication process development and planning, training curriculum development and delivery, Department satisfaction follow-up.
- Pre-Installation Preparation – includes Device certification, application compatibility testing, Equipment ordering and delivery coordination, network preparation, monitoring and management Software installation and testing. Primary configuration for Device shall be performed prior to delivery for installation as directed by the County Department.
- Equipment Installation – Device installation, basic functional testing, final key application testing, final training, equipment removal and disposal.

6.3 Device Installations, Moves, Adds and Changes (IMACS)

Contractor shall perform operational Install, Move, Add, and Change Services (IMACS) to maintain the Print Environment.

- Upon Department's initiation of service request, Contractor shall acknowledge receipt of IMAC request, provide response target, and move the equipment deployed within five (5) Business Days' notice.
- Contractor initiated IMAC requests require Department approval. Contractor shall provide target to perform when initiating service request and move the equipment deployed within five (5) Business Days' notice upon Department's approval of request.
- For each IMAC request, Contractor shall prepare a detailed proposal including whether request is in scope or chargeable, implementation plan, impact analysis, resourcing, testing and scheduling. Department will approve plan or initiate dialogue to address any required changes. Moves within same location (floor-to-floor or within the same floor) will not be charged.

- If Contractor is unable to complete a move request within five (5) Business Days and Department uses a Third Party equipment mover, the Contractor shall issue credit to Department for the cost of the Third Party equipment mover. Department will only pay for Third Party transportation costs for equipment moves to a different Location. Contractor shall identify any specific shipping requirements and/or packaging for transportation of equipment for Third Parties transporting equipment in order to maintain the warranty. Department reserves the right to use Third Party equipment movers other than those provided by the Contractor.
- Contractor shall implement change according to Department approved schedule including performing any necessary data backups, configuration changes, performance, or functional testing and coordinate change with County Business Unit as required.
- Contractor shall update all required documentation and operational references including Device configuration documentation, asset management system, operational procedures, and license inventories.
- Contractor shall ensure any decommissioned assets are re-imaged to remove all data and that any assets to be disposed are done so according to County standards.

6.4 Hardware Services

Contractor shall perform Hardware Services such as provisioning, delivery, installation, onsite maintenance and break-fix service, and the ordering and distribution of all necessary Consumables including, toner, staples and maintenance kits, for print Equipment.

6.4.1 Hardware Break/Fix Support

Contractor shall provide all technical support required to effectively receive and resolve Incidents and analyze and determine root cause. This includes restoring configuration/security settings after any Device is re-imaged or replaced.

- Contractor shall work with County Department to identify and document their unique Service Request process requirements including ticket intake, processing, updates, notifications, and closures.

6.4.1.1 Service Levels

Incidents will be classified into the following two (2) Service Levels:

1. Service Level - Standard

Hours of Support: eight (8) hours by five (5) days by 52 weeks per year until workaround or service restoration is achieved.

Response Standard: ten (10) business hours

Resolution Standard: twenty (20) business hours

2. Service Level - Enhanced

Hours of Support: eight (8) hours by five (5) days by 52 weeks per year until workaround or service restoration is achieved.

Response Standard: five (5) business hours

Resolution Standard: ten (10) business hours

Services Level are to be acquired and provided by Device designation.

6.4.1.2 Service Request Response

Contractor shall receive all requests and Incident tickets from the Department Project Monitor or designee(s) and respond. Contractor shall engage the appropriate support staff to perform necessary communications and updates to the Incident and capture the time when work on the Incident was started as well as a detailed log of action(s) taken. Response time is defined as the time from operator dispatch of technician until the technician's arrival on site. The Service Request response target shall adhere to the following:

Service Level	Response Time	Target
Standard	8 business hours average	95%
	No more than 10 business hours	100%
Enhanced	4 business hours average	95%
	No more than 5 business hours	100%

6.4.1.3 Service Request Resolution

Contractor shall troubleshoot and resolve Incidents reported through the Department Project Monitor or designee(s). Service Levels are measured in terms of overall time to repair as tracked by the Contractor.

The Service Request Resolution Time for each service ticket shall adhere to the following target:

Service Level	Resolution Time	Target
Standard	16 business hours average	95%
	No more than 20 business hours	100%
Enhanced	8 business hours average	95%
	No more than 10 business hours	100%

6.4.1.4 Problem Management

- Preemptively perform problem diagnosis upon detecting an alert from a Device (based on Device data and/or advanced algorithms related to general part lifecycle replacements) and initiate a problem ticket.

- Proactively perform problem diagnosis upon detecting a critical alert from a Device and initiate a problem ticket.
- Provide status on open problems.
- Work with other Contractors, upon Department approval, to perform root cause analysis and provide reports as required. Department will approve or escalate root cause analysis recommendations. Contractor shall implement approved root cause analysis recommendations as requested or assigned for respective areas of service responsibility.
- Provide temporary equivalent or higher-grade loaner equipment for all Devices that cannot be repaired or restored to service within five (5) business days from when the Incident was reported for Standard Service Level and within three (3) business days for Enhanced Service Level.
- Propose and implement approved recommendations to improve the Print Environment.
- Proactively perform problem trend analysis and provide reports as required by Department.

6.4.2 Hardware Lifecycle Management

To ensure the Print Environment and technology remains current, cost effective, secure, and stable, Contractor shall:

- Perform initial sizing for new and/or augmented print Device requirements and make recommendations. County will review and approve recommended hardware recommendations for new print Device requirements.
- Order hardware based on County Program Manager approved requirements and in alignment with the County approved technical architecture standards.
- Receive hardware and track all components by creating and updating asset records in an asset management system.
- Configure components according to pre-defined hardware and Software documented standards. Departments will perform a status check of the configuration checklist against the physical configuration to ensure all components have been installed to County standards.
- Validate the installation of new hardware by conducting certification of network connectivity, performance, and functional testing.
- Develop and review a detailed Firmware maintenance plan to apply for all supported print Devices. Departments will approve the

Firmware maintenance plan and coordinate the implementation schedule.

- Upgrades to firmware must be completed with two (2) months of release on a mutually agreed upon schedule with the County Department.
- Schedule the installation of approved Firmware maintenance.
- Implement the Firmware maintenance plan.
- Maintain any required documentation to ensure ongoing hardware support including hardware configuration information.
- Review the Department proposed schedule and develop implementation plans.
- Maintain an active, capital management plan for hardware refresh based on the asset lifecycle. If, due to technology changes, the model to be replaced is no longer strategic, cost effective or available, provide details on the recommended replacement model. County will review the list of Equipment to be refreshed and coordinate with County Business Units to determine an implementation schedule.
- Schedule the installation of approved hardware refreshes.
- Implement hardware refreshes.
- Provide continuous, automated hardware monitoring of the Print Environment and proactively replace/repair components, coordinating with Department if any service outage is required.
- Manage an appropriate level of onsite and offsite parts inventory in order to meet contracted availability and reliability targets.
- Be responsible for removal and disposal of all Print Device assets, including hardware and Software, which are decommissioned or removed and not reused. In addition, be responsible for the management of appropriate Third Parties with respect to disposal and disposal procedures and coordinate with Department. Such disposal shall be done at times and in a manner so as not to inconvenience the business operations of Department.
- Storage media must be overwritten with County approved process or destroyed prior to disposal or transfer.
- With respect to County owned assets that are decommissioned or removed and not reused, Contractor shall relocate such assets to a secure area as designated by Department and thereafter either store at a Department provided facility or dispose of in appropriate manner, as per Department's direction.

6.5 Software Services

Contractor shall provide Software services including the provisioning, installation, and any ongoing upgrades or maintenance support fees for the Contractor's Print Environment operation and monitoring Software that can be used to monitor and manage the Print Environment. The Print Environment operation and monitoring Software may be used by the Contractor, County personnel, or a Third Party to operate, manage, or measure the Print Environment.

To ensure the Print Environment and technology remains current, stable, and cost effective, Contractor shall:

- Develop and review a detailed Software maintenance plan (e.g. list of recommended patches, microcode) to apply for all supported print Devices, drivers, fleet management Software, and workload tracking and reporting Software. Departments will approve the Software maintenance plan and coordinate the implementation schedule.
 - Upgrades to drivers, fleet management Software, and workload tracking and reporting Software must be completed with two (2) months of release on a mutually agreed upon schedule with the County Department.
- Schedule the installation of approved Software maintenance.
- Implement the Software maintenance plan.
- Maintain standard Software configuration documentation and identify any changes required for signoff. Department will review and approve Software configuration changes proposed by the Contractor.
- Provide and maintain documentation for all supported Software.
- Maintain Software asset management, Software maintenance contracts, cost templates and any other required documentation to reflect changes to the environment as required.
- Provide ad hoc technical support to Department technical support teams, to provide in depth technical knowledge of the Software.
- Cooperate with Third Party Software Manufacturers as necessary upon County approval, and/or as required by Departments, to properly support Third Party Software.
- Troubleshoot, correct, or prevent Software problems.
- Maintain Software at a current generation or one generation prior level of currency unless; a) otherwise approved by Department; or b) either Department or the Contractor identifies that a lower level of currency is required in order not to impede or prevent County application functionality.

6.6 Device Availability

Contractor shall measure individual Device Availability for all in-scope Devices.

The amount of Unscheduled Downtime will be measured daily on a per Device basis. Unscheduled Downtime begins to accumulate at the point that any Contractor monitoring tool, Contractor Personnel, or process detects, becomes

aware of, or is informed that the Device is not functioning correctly or not available and ceases to accumulate once the Device has been restored to operational use by the Contractor. In the event that the Contractor's monitoring Software tools, Contractor Personnel, or processes fail to detect the Device is not functioning correctly or not available, Unscheduled Downtime will begin to accumulate at the time of service failure. Data will be accumulated monthly for performance measurement reporting on a per Device basis. Device Availability shall adhere to the following target:

Service Hours	Target
Standard Hours 8x5 Devices	95% (i.e. ~2 hours per month of unplanned outage per individual Device)
Extended Hours 24x7 Devices	95% (i.e. ~4 hours per month of unplanned outage per individual Device)

If Device availability does not meet the target, the Contractor shall create a detailed problem review and remediation plan. If after the detailed problem review and remediation plan is unsuccessful, the Device is to be replaced with the same, equivalent, or the next highest model and with the same rate and end of term date as the Device removed.

Failure to meet the Device Availability targets in any three (3) of twelve (12) consecutive months may, at County's sole discretion be deemed a breach of Contract.

6.7 Device Reliability

Contractor shall measure individual Device Reliability monthly. Device reliability will be based on the number of service calls and periods of Unavailability per Device during a month; and the number of service calls and periods of unavailability per Device over the preceding twelve (12) months. Device Reliability shall adhere to the following target:

Periods	Target
Monthly per Device	Maximum three (3) service calls and periods of unavailability for a Device on a related or similar problem/issue (non-user related; e.g. training).
Rolling Twelve Months per Device	Maximum twelve (12) service calls and periods of unavailability for a Device regardless of problem/issue (non-user related; e.g. training).

If Device Reliability does not meet the target, the contractor shall create a detailed problem review and remediation plan. If after the detailed problem review and remediation plan is unsuccessful, the Device is to be replaced at with the same, equivalent, or the next highest model and with the same rate and end of term date as the Device removed.

6.8 Consumables Management

Contractor shall procure, supply, and distribute Consumables for the Print Environment.

6.8.1 Consumables Procurement

Consumables only include toner cartridges, waste toner bottles (where applicable), and staples (where applicable). All cartridges should be purchased from a Standardized Test Methods Committee (STMC) certified manufacturer.

Device Type	Toner & Toner Housing	
	Black & White	Color
Black & White	Type: Remanufactured* Provided by: Contractor	
Color	Type: Remanufactured* Provided by: Contractor	Type: OEM Provided by: Contractor

*Contractor must provide remanufactured toner and/or remanufactured toner housing where/when available. If not available, the Contractor must thoroughly document and provide a forecast of when the toner and/or toner housing will be available as remanufactured.

6.8.2 Consumables Inventory & Supply

- Departments may provide a secured storage space for on-site Consumables in key Locations. The on-site inventory will remain the property and responsibility of the Contractor.
 - Contractor shall manage the on-site inventory of Consumables to ensure that one (1) weeks' worth of inventory will be stored on-site at all times so there are no disruptions to Department Business operations.
- Contractor shall monitor the Print Environment for 'Consumables low' alerts using monitoring Software and proactively address any alerts by ensuring replacement Consumables are available at the Print Device within two (2) days of running out.
 - Contractor shall provide Department Departments the ability to review and modify alert levels for consumable replacement based on Department Business operational needs.
- Contractor shall manage and maintain an appropriate level of off-site inventory of Consumables in order to satisfy the expected and unexpected Consumable demand. This includes expediting shipments/deliveries for missed or failed consumables replenishments.
- Contractor shall coordinate orders and deliveries for Consumables across all Locations through designated Department personnel (e.g. e-mail confirmation of when the order was placed, who placed

the order, what was ordered, and the quantity ordered) and again when the order was delivered/received.

- Contractor shall distribute the Consumables to Locations as required to maintain the inventories and satisfy Consumables orders.

6.8.3 Consumables Disposal

- Contractor shall collect and remove used Consumable containers for recycling or disposal in an environmentally responsible manner and to meet all or exceed local environmental regulations at no additional cost to County.
- County reserves the right to provide used printer cartridges to support qualified charitable organizations within the County.
- Contractor shall document the disposal process and provide the documentation to County.

6.9 Requirements Analysis

As requested by Department, study and provide proposal of new Print Environment for Department identified business areas, Contractor shall:

- Capture and document the existing print infrastructure.
- Meet with Department personnel and document end user needs and critical business applications. Note the impact on print requirements.
- Review the information collected, and with the guidance of the Department's print strategy provide a proposal for the new environment.
- Present and obtain support from the key contacts as to the design of the new environment and the implementation plan.
- Document all facility changes that are required to support the implementation of the new environment.

6.10 Performance Monitoring

To maintain optimal performance, reliability, and availability of the Print Environment, Contractor shall:

- Document and maintain automated alerting thresholds for all monitored components to identify issues or problem situations.
- Notify the Department Project Monitor or designee(s) when alerts are triggered.
- Maintain a repository of performance related data and related query and reporting tools.
- Design and manage the monitoring infrastructure to maximize continuous availability and recoverability.
- Create and maintain performance monitoring standards document and ensure all exceptions to standards are documented and approved.

- Proactively review performance reports and provide a monthly summary, including analysis of the results and any improvement recommendations, to Department. Department will review and approve any changes and any exceptions.
- Meet with each County Department to review their performance report results at least quarterly. County Department will review the performance summary and recommendations and approve any identified actions.

6.11 Capacity Monitoring

To support the continued delivery of an optimal Print Environment, Contractor shall:

- Proactively review capacity reports and provide summary including analysis of the results, documented historical and projected usage and recommendations to address potential capacity issues. Department provides forecast of resource requirement changes based on business growth to vendor to be used as input to regular capacity planning exercise. Department reviews summary and recommendations and approve any identified actions.
- Schedule and implement actions to avoid potential future capacity issues upon approval.
- Create and maintain capacity monitoring standards document and ensure all exceptions are documented and approved. Department reviews action plans and recommendations and approve any identified actions or changes.
- Maintain repository of capacity related data and related query and reporting tools. Department reviews reports and meet with application areas on a regular basis to ensure feedback and concerns flow through to the Contractor.
- Proactively identify opportunities for Device consolidation to increase cost effectiveness and improve overall utilization of the environment. Department reviews Device consolidation or virtualization recommendations and approves any identified actions.
- Schedule and implement Device consolidation or virtualization recommendations upon approval.

6.12 Reporting

To provide County with a variety of Reports for the Services via a secured web accessible Portal, Contractor shall:

- Collect and store any required log or utilization data necessary to produce the Reports for the required frequencies and timeframes.
- Prepare a variety of Reports in the format prescribed in Attachment 4 Schedule R – Reports and distribute the Reports to Department as required to be available prior to any review meetings.
- Review the Reports as required with Department.

- Ensure the appropriate Contractor staff is available at meetings to address any questions related to the Reports.

6.13 User Satisfaction

Contractor shall measure user satisfaction of all County personnel covered by this Contract.

- User satisfaction survey shall address the following but is not limited to overall user satisfaction; equipment and onscreen controls; repair service; training and online help; and supplies provisioning.
- Contractor shall prepare a user satisfaction survey and obtain County approval before issuing. Survey will be issued electronically.
- User satisfaction survey shall be issued once before deployment to establish the baseline and annually thereafter to confirm the Contractor improves user satisfaction.
- Contractor will compile and present all results to the Department. The average of all scores for the survey sample must be above 3 on a scale of 0 to 5 for each area on the user survey. Average scores below 3 must be reviewed with the Department contact immediately upon reporting of the survey results.

6.14 Training

To provide training to County personal at no additional cost to County, Contractor shall:

- Develop and maintain a training curriculum and training materials including PDF manuals, PDF user guides, and video tutorials on the use and operation of the Print Environment and all related Software (e.g drivers, management console, web portal). The training will be structured to address the needs of Department and may consist of:
 - Basic end user training for all users;
 - To be provided at initial Device deployment and as annual refreshers or as directed by the Department Project Manager or designee(s).
 - Advanced end user training for lead users;
 - To be provided at initial Device deployment and as annual refreshers or as directed by the Department Project Manager or designee(s)
 - Technical training for IT users;
 - To be provided prior to initial Device deployment and as-needed as directed by the Department Project Manager or designee(s)
- Upon Department's review and approval, provide a current copy of the approved training material to Department and deliver the approved training curriculum to County personnel per agreed to schedule.

- Develop any necessary remedial training based on gaps in training identified by the Department from monitoring and analyzing Incidents. Upon County's review and approval, Contractor shall provide a revised copy of the approved training material to Department and deliver the revised training curriculum to Department personnel per agreed to schedule.

6.15 Technical Services

Contractor shall provide technical expertise to assist Department personnel during the Device configuration development, certification, rollout, and ongoing operation of the County applications (e.g. authentication, print driver compatibility, equipment features) and to resolve Incidents and problems related to the Print Environment, including complex problems related to applications printing.

6.16 Security and Privacy Compliance

No Device can be placed into production without the required features active to reduce risks.

The Print Environment must satisfy the following security and privacy requirements with the ability to:

6.16.1 Protection

1. Automatically overwrite or remove (i.e., erase, clean, or wipe) immediately temporary data stored on the Device hard drive (e.g., solid state and flash memory) using the federal government Department of Defense certified standard # 5220.22-M;
2. Encrypt data using the minimum of AES (Advanced Encryption Standard) –128 bit;
3. Encrypt data on the hard drive, solid state, or flash memory that is not temporarily stored in accordance with the federal government Department of Defense certified standard # 5220.22-M;
4. Remove and replace the hard drive upon decommissioning a Device, and/or destroy the stored data based on the federal government Department of Defense certified standard # 5220.22-M;

6.16.2 Authentication

1. Have password protection for all features of the Device, as applicable;
2. Authenticate user access to configure and administer the Device;
3. Enable complex passwords for location administrator functions;
4. Authenticate using network credentials (e.g., Active Directory or LDAP);
5. Authenticate using O365 credentials;

6. Use Active Directory, LDAP and O365 credentials for scanning and e-mailing or storing documents from the Device to network or OneDrive repository;
7. Provide access detection and protection from unauthorized external sources;

6.16.3 Audit

1. Record Device activities with all entries identified with a timestamp (i.e., date and time) using local time;
2. Provide and configure specific users access rights to these audit logs;
3. Record and categorize log information for numerous Device activities (e.g., access, print, and configuration);
4. Configure and allocate Device storage for the storing of audit logs;

6.16.4 Maintenance

1. Remote patch capability to install Software updates including firmware updates only by authorized user;
2. Physically secured maintenance and access panels;

6.16.5 Configuration

1. Have user-controlled protection and security for printing confidential documents;
2. Disable any re-print feature
3. Disable USB Device port(s)
4. Reset configuration at the minimum to the factory defaults;
5. Delete any Software application that are not required or approved for the operation of the MFD
6. Disable standard Device settings;
7. Disable unused network ports, protocols, and services (e.g., DHCP, SMTP, and BOOTP);
8. Use secure network transmission protocols for remote configuration (e.g., SSL, TLS, HTTPS, SFTP, FTPS, SSH).
9. Disable Internet processing through MFD.

7.0 PLUS SERVICES

Departments may also require Contractor to provide additional optional services which will be specified during the Departmental Subordinate Agreement Process. Plus Services are to be acquired and provided by location. The Services include the following:

7.1 Additional Consumables Management

To procure, supply, and distribute Consumables for the Print Environment, Contractor shall:

- Install Consumables in Print Device(s) as required to maintain usability of the Device.
- Monitor the Print Environment for 'Consumables low' alerts using monitoring Software and proactively address any alerts by ensuring replacement Consumables are available at the Print Device within two (2) hours of running out.

7.2 Onsite Service Technician

To provide a dedicated onsite service technician at a specific Department designated location for Print Environment maintenance, the Contractor shall:

- Provide a trained and certified service technician capable of supporting all Print Device(s) according to the defined work schedule of Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM or Extended Service Hours: 7 days a week, 24 hours a day.
- Monitor the Print Environment for errors or alerts using monitoring Software and proactively address any recorded issues.

The Onsite Service Technician will work as directed by the Department at a specific location to ensure/maintain the fastest possible response and resolution to service calls and/or other device issues that may arise.

8.0 PRINT ENVIRONMENT FLEXIBILITY

The Print Environment at County will not remain static for the Term of Contract. Growth, changing business requirements, and/or new technology will drive potential changes or resizing of the deployed Print Environment.

- All new models of Devices and/or their associated device add-ons over the Term of the MA will be subject to County's testing and certification processes before being approved for implementation into County's production environment.
- At County's option, all additional new Equipment will be co-terminus with the existing Term.
- Exhibits 11A, 11B, and 11C will be used to gather new pricing from Contractor once the SA is in place and new Equipment is available or required. Over the entire Master Agreement Term, County expects, at a minimum, the Co-Terminus Equipment Capital CPC Portion pricing escalator to be applied for all new Device deployments according to the following.

Year 1, Day 1 through end of Year 2	Year 3, Day 1 through end of Year 4	Year 5, Day 1 through end of Contract including extensions
Exhibit 11A Co-Terminus Equipment Capital CPC Portion Pricing	Exhibit 11A Co-Terminus Equipment Capital CPC Portion Pricing + 10%	Exhibit 11A Co-Terminus Equipment Capital CPC Portion Pricing + 20%

- Prior to the end of year two (2), County will request updated Exhibits 11A (Row 13 only) that contain a not to exceed 10% increase on the equipment capital cost only. The amendment to Exhibits 11A will then become part of the Contractor Master

Agreement and the updated CPC and upgrade options pricing will be billable on only new devices installed in Year 3, Day 1 through the end of Year 4.

- Prior to the end of year four (4), County will request updated Exhibits 11A (Row 13 only) that contain a not to exceed 20% increase on the equipment capital cost only. The amendment to Exhibits 11A will then become part of the Contractor Master Agreement and the updated CPC and upgrade options pricing will be billable on only new devices installed in Year 5, Day 1 through the end of MA including extensions.
- County's changing business requirements may also enable a reduction in the required number of Devices. County Departments may reduce the deployed print Equipment per Device category by up to 10% or 1 Device, whichever is greater, without penalty.
- Compensation for Devices lost or stolen from the County will be billed by the Contractor at the Device's current Fair Market Value.

9.0 OUTGOING TRANSITION

Contractor shall develop with the Department an outgoing transition plan six (6) month prior to expiration or notice of termination of MA to ensure a smooth transition from Contractor's Print Environment to the new Print Environment of Department or Department's selected Contractor.

Upon Department's approval, Contractor shall execute the outgoing transition plan within sixty (60) Days, or such time as is necessary, at Department's discretion, whichever is longer, prior to the expiration or termination of this MA.

- Actual removal of equipment timeline to be determined by County Department within a normal 8-hour day, regardless of day(s) of the week.

10.0 SURPLUS EQUIPMENT

Contractor is responsible for the pickup, removal, and disposal of a significant amount of Equipment which will be retired and deemed surplus as a result of the Deployment from multiple Locations at rates identified in cost forms. The disposal process must meet or exceed environmental laws and regulations in each jurisdiction and also meet County requirements and standards for the removal of data where the Equipment contains physical disk drives or electronic memory.

11.0 PRICING

Contractor's proposed rates specified in cost forms are maximum rates for the Master Agreement Term. County shall conduct Departmental Subordinate Agreement Solicitations and Contractor's proposed rates for Subordinate Agreement bids shall not exceed this maximum rate. Departments shall not be invoiced until one full billing cycle after completion of each device Deployment. All impressions made prior to full billing cycle after completion of each device Deployment will be based on the Overage Cost per Copy (CPC) pricing and/or Usage CPC pricing depending on Device type (Black and White or Color).

Exhibits 11A and 25A reflect the estimated Device implementations for each of the 9 device category types. The County estimates that a minimum of 75% of the current fleet will be replaced in year one (1), and the remaining 25% of the current fleet will be replaced in year two (2). The County anticipates no more than 10% of the fleet implemented in years one (1) through two (2) to be added in year three (3) through the MA end, including any exercised extension options.

Proposer shall provide a locked-in base monthly CPC Rate to include capital cost of the equipment and the minimum Device volume allowance. Overage rates shall exclude the equipment capital cost.

Black & White Devices will have a base CPC rate that includes the equipment cost plus a guaranteed minimum monthly number of Black & White pages per device. Black & White Devices that shall be billed using this model include Category 1, 3, 5, 7 and 9.

Color Devices will have a base CPC rate that includes the equipment cost plus a guaranteed minimum monthly number of Color pages per device. Color devices that shall be billed using this model include Category 2, 4, 6 and 8.

During the term of the agreement, all installed Devices shall have the same base CPC rate and be co-terminus with MA end date including any extensions. The County anticipates no more than 10% equipment adds in years 3 to 6 with an optional year 7.

11.1 Cost per Copy (CPC) Pricing

Contractor will provide print optimization and related support services at a Cost per Copy price. Print optimization and related support services will include the following:

1. Services

The capital, services, and all consumables (except paper), required for the operation and maintenance of the equipment over the entire term of MA based on the following:

a. B&W Device

- i. B&W CPC: based on 5% coverage.

b. Color Device

- i. Color CPC: based on color impression cost of 5% coverage per color by 4 colors.
- ii. B&W Usage CPC is based on 5% coverage; Service and Consumables only. No capital or other charges will apply.

Any and all other service and consumable costs incurred will be the sole responsibility of the Contractor. Service costs, regardless of cause, are the sole responsibility of the Contractor.

2. Plus Services

Additional optional services requested by Departments for the operation and maintenance of the equipment over the entire term of MA.

11.2 Service Hours

The selected print optimization and related support services will be provided at two (2) Service Hours:

1. Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM
2. Extended Service Hours: 7 days a week, 24 hours a day

Services Hours are to be acquired and provided by Device designation.

11.3 Minimum Volume Billing

Minimum Volumes per Device are assigned by County and may be modified through an annual reconciliation process to accommodate changing business requirements upon mutual written agreement.

Minimum volumes per Device have been provided in Exhibit 11A.

Contractor invoicing will be based on the following to achieve a total category minimum.

Number of Devices per category x the Minimum Volume

11.4 Cost per Copy Pricing

All Devices shall report usage meters on a monthly basis in arrears. Estimating of meter readings is not allowed. Contractor shall be responsible for collecting meter readings through their Fleet Management Software or other means as necessary should a device stop reporting.

11.4.1 Overage Cost per Copy Pricing

Once the Minimum Volume has been exceeded on a cumulative basis in each category of Equipment for the month, an Overage CPC will be applied to the additional volume. The overage rate will be inclusive of Service and Consumables only. No capital or other charges will apply.

Overage CPC will also be applied to all impressions made prior to completion of Deployment.

11.4.2 Usage Cost per Copy Pricing

On Color Devices, the B&W volume usage rate will be inclusive of Service and Consumables only. No capital or other charges will apply.

Usage CPC will also be applied to all impressions made prior to completion of Deployment.

11.5 Print Device Add-ons

Pricing for all Mandatory and Optional Print Device Add-ons is a single upfront payment inclusive of all monthly payments.

11.6 Moves, Adds, Changes Pricing

Moves, Adds, Changes will be performed in accordance to Sub-section 6.3 - Device Installations, Moves, Adds and Changes (IMACS) and priced as the following:

1. Floor to Floor or within the same floor at a Location: No Charge
2. Location to Location: Fixed Rate by Device Category

Upon request and with written approval from the Contractor, the Department may perform Device moves within the same location (floor-to-floor or within the same floor) with no assumed liability. This agreement of the Contractor is not assumed and must be confirmed prior to each instance.

11.7 Professional Services

Pricing for Professional Services is a flat hourly rate, regardless of the work type and the number of hours required. Types of work include, but are not limited to, customization of device control panel or inherent application(s), implementation or customization of manufacturer proprietary software, or implementation or customization of a 3rd Party software(s). Acquisition of professional services will be acquired as requested by Departments through their defined statement of work.

11.8 Disposal Charge Pricing

Contractor may charge for Devices to be disposed of during the disposal process as identified in Section 10.0 – Surplus Equipment. Detailed and accurate inventory information will be provided at the Departmental Solicitation Process.

12.0 CONTRACTOR RESPONSIBILITIES

12.1 Contractor's Office

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquiries and complaints which may be received about the Contractor's performance of the SA. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within one (1) business day of receipt of the call. Contractor commits to servicing all County locations.

Contractor shall maintain a service desk within the continental United States with a telephone in the company's name where Contractor receives service calls. The service desk shall be staffed 24 hours a day, 7 days a week, by at least two employees who must communicate clearly in English to respond to service calls on Device issues. If lines are busy, an answering service shall be provided to receive calls. The Contractor service desk shall answer calls received by the answering service within one (1) hour of receipt of the call. Contractor shall commit to service all County locations.

12.2 Contractor's Personnel

Contractor shall provide staffing as set forth in Master Agreement Paragraph 7.0 Administration of Master Agreement – Contractor.

Contractor technicians must always wear identifiable company branded clothing and have on their possession and made visible their company identification badge while at a County facility.

Contractor shall conduct background and security investigations of their staff(s) as required by County Departments (ie. Department of Health Services and the Sheriff's Department) as a condition of beginning and continuing work under their resulting agreement. The cost of background checks is the responsibility of the Contractor.

12.3 Contractor's Hours/Days of Work

Each Facility's Service Hours will be identified at the Department Solicitation level with the following hours/days of work:

1. Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM
2. Enhanced Service Hours: 7 days a week, 24 hours a day

13.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy, including seasonal thermostat settings. County is committed to purchasing Goods which are less harmful to the environment. Contractor shall notify County's Project Manager of the Contractor's new green initiatives implemented during the term of MA. Contractor shall provide Material Safety Data Sheets for all Device products provided through the MA.

14.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Attachment 2 – Performance Requirements Summary sets forth required services that will be monitored by the County Program Manager and/or Department Project Manager during the term of this MA.

The services set forth in the PRS are intended to be completely consistent with the MA and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in MA and the SOW. In any case of apparent inconsistency between services as stated in MA and the SOW and this PRS, the meaning apparent in MA and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in MA and the SOW, 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 MA, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by Department. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Deduct payment or assess fees from Contractor by a computed amount based on the deductions/assessment fee(s) in the PRS. Should fees be assessed, Contractor shall issue a check pursuant to Master Agreement, Sub-paragraph 5.4.8, Refunds and Other Payments.
3. Reduce, suspend or cancel this MA for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with or satisfy the request(s) for improvement of Device performance, or to perform the neglected work specified within ten (10) business days, shall constitute authorization for Department 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 Department, shall be credited to Department on Contractor's future invoice(s).

This section does not preclude County's right to terminate SA, in accordance with MA, Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.41 - Termination for Convenience and Sub-paragraph 8.42 - Termination for Default.

End of Statement of Work

STATEMENT OF WORK

ATTACHMENTS (PART ONE)

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ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Master Agreement

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
7.0	Administration of Master Agreement- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection & Observation	\$50 per occurrence
8.37	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$500 per occurrence
8.39	Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$500 per occurrence; possible termination for default of Contract
8.39.10	Subcontracting	The Contractor shall provide, upon the County's request, a report describing work performed by Subcontractor(s) under this MA.	Inspection & Observation	\$100 per occurrence

Statement of Work

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
6.4.1.2	Service Request Response	<i>(Number of Incidents responded to within the agreed upon time) / (Total number of Incidents during a reporting period)*100</i> shall meet target set in 6.4.1.2 - Service Request Response. Incidents recorded and reported by the Department Project Monitor or designee monthly. Any Incident that does not clearly reflect a user	Inspection and Observation	Enhanced: \$250 per occurrence Standard: \$125 per occurrence

Statement of Work

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
		contact/follow-up or site visit time stamp to track against will be considered a failure.		
6.4.1.3	Service Request Resolution	(Number of incidents responded to and resolved as per the defined schedule) / (Total number of Incidents during a reporting period) shall meet target set in 6.4.1.3 - Service Request Resolution. Incidents recorded and reported by the Department Project Monitor or designee monthly. Any Incident that does not clearly reflect a closing time stamp to track against will be considered a failure.	Inspection and Observation	Enhanced: \$500 per occurrence Standard: \$250 per occurrence
6.4.1.4	Problem Management	Ensure temporary equivalent or higher grade loaner equipment for all Devices that cannot be repaired or restored to service within five (5) business days from when the Incident was reported for Standard Service Level and within three (3) business days for Enhanced Service Level. Total number of temporary loaner equipment calls and periods of unavailability per device will be tracked, recorded and reported monthly.	Inspection and Observation	Enhanced: \$150 per occurrence Standard: \$75 per occurrence
6.6	Device Availability	1 - (Sum of unscheduled downtime for each device during the month) / (sum	Inspection and Observation	\$500 per occurrence;

Statement of Work

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
		<i>of hours in the month minus hours of approved planned downtime</i>) shall meet target set in 6.6 – Device Availability. Service metric performance data will be captured by the Contractor and recorded.		
6.8.2	Consumables Inventory & Supply	Ensure replacement Consumables are available at the Print Device within two (2) days of running out. Total number of supply order calls and periods of unavailability per device will be tracked, recorded and reported monthly.	Inspection and Observation	\$50 per occurrence
7.1	Additional Consumables Management	Ensure replacement Consumables are available at the Print Device within two (2) hours of running out. Total number of supply order calls and periods of unavailability per device will be tracked, recorded and reported monthly.	Inspection and Observation	\$100 per occurrence

CURRENT EQUIPMENT INVENTORY, IMPRESSION VOLUMES, AND COMPUTING ENVIRONMENT

Table 1 - Equipment Inventory by Device Category

Equipment Category	Speed PPM	Quantity
B&W Multifunction Large	55	1,288
Color Multifunction Large	50	321
B&W Multifunction Mid-Size	45	3,707
Color Multifunction Mid-Size	45	1,687
B&W Multifunction Small	35	3,247
Color Multifunction Small	35	1,808
B&W Printer Small	35	3,494
Color Printer Large	45	66
Color Printer Small	35	407
Total		16,025

Table 2 - Equipment Capability

Equipment Category	Quantity	Notes
MFD capable printers	12,058	Printers capable of print, copy and scan
MFDs used as fax	~2,700	Printers use as fax machines
Printers	3,967	Print only devices

Table 3 - Average Monthly Volume by Print Category

Print Category/Source	Avg. Monthly B&W Volume	Avg. Monthly. Color Volume
B&W Multifunction Large	11,379	N/A
Color Multifunction Large	7,408	4,757
B&W Multifunction Mid-Size	4,897	N/A
Color Multifunction Mid-Size	4,297	2,173
B&W Multifunction Small	1,411	N/A
Color Multifunction Small	649	661
B&W Printer Small	2,236	N/A
Color Printer Large	1,123	1,990
Color Printer Small	806	799

Table 4 - Paper Count by Size and Type and Approximate Percentage of Total Print Volume

Size	Type	Monthly Volume	% of Total Volume
8.5 x 11	B&W	52,643,719	99.90%
8.5 x 14 and 11 x 17		52,696	0.10%
8.5 x 11	Color	6,808,878	99.48
8.5 x 14 and 11 x 17		35,591	0.52%
Total		59,540,884	

Table 5 - Main Hardware and Software Applications

Source	Comments / Notes
IBM Mainframe	
AS400	
Server OS	Windows Server 2012 R2, 2016; Unix
Virtual Client	Citrix; VMWare
PC OS	Windows 7, 8, 10; Linux
Mac OS	OS X Mavericks, Yosemite, El Capitan, Sierra, High Sierra
Office Software	Office 2010, 2013, 2016; WordPerfect Office

Table 6 – Estimated Print Devices and Volumes

Category of Print	Total Units	Estimated Monthly B&W Volume per Unit	Estimated Monthly Color Volume per Unit	Estimated Monthly Total B&W Volume	Estimated Monthly Total Color Volume
B&W Multifunction Hi-Speed	329	24,658	N/A	8,112,352	N/A
Color Multifunction Hi-Speed	55	9,975	10,986	548,632	228,336
B&W Multifunction Large	1,132	7,417	N/A	8,395,707	N/A
Color Multifunction Large	397	6,808	4,634	2,702,921	1,298,661
B&W Multifunction Mid-Size	948	3,232	N/A	3,063,966	N/A
Color Multifunction Mid-Size	1,461	4,383	1,811	6,403,513	3,796,998
B&W Multifunction Small	6,214	2,267	N/A	14,087,128	N/A
Color Multifunction Small	2,376	741	765	1,759,812	1,519,490
B/W Printer Small	3,113	2,270	N/A	7,067,268	N/A
Total	16,025			52,141,299	6,907,227

LOCATIONS

Department	Address	City	Zip Code
Agricultural Commisioner / Weights & Measures (ACWM)	12300 Lower Azusa Rd	Arcadia	91006
Agricultural Commisioner / Weights & Measures (ACWM)	231 West Mountain View Ave	Glendora	91741
Agricultural Commisioner / Weights & Measures (ACWM)	335E E Ave K-10	Lancaster	93535
Agricultural Commisioner / Weights & Measures (ACWM)	23525 Civic Center Way	Malibu	90265
Agricultural Commisioner / Weights & Measures (ACWM)	1703 S Mountain Ave	Monrovia	91016
Agricultural Commisioner / Weights & Measures (ACWM)	11012 Garfield Ave	South Gate	90280
Agricultural Commisioner / Weights & Measures (ACWM)	11012 South Garfield Ave	South Gate	90280
Agricultural Commisioner / Weights & Measures (ACWM)	14445 Olive View Dr	Sylmar	91342
Alternate Public Defender (APD)	1 E Regent St	Inglewood	90301
Alternate Public Defender (APD)	101 W Mission Blvd	Pomona	91766
Alternate Public Defender (APD)	11701 La Cienega Blvd	Los Angeles	90045
Alternate Public Defender (APD)	12440 Firestone Blvd	Norwalk	90650
Alternate Public Defender (APD)	14553 Delano St	Van Nuys	91411
Alternate Public Defender (APD)	1501 W Cameron Ave	West Covina	91790
Alternate Public Defender (APD)	15643 Sherman Way	Los Angeles	91731
Alternate Public Defender (APD)	1611 S Garfield Ave	Alhambra	91801
Alternate Public Defender (APD)	1945 S Hill St	Los Angeles	90007
Alternate Public Defender (APD)	200 W Compton Blvd	Compton	90220
Alternate Public Defender (APD)	210 W Temple St	Los Angeles	90012
Alternate Public Defender (APD)	221 E Walnut St	Pasadena	91101
Alternate Public Defender (APD)	23747 Valencia Blvd	Santa Clarita	91355
Alternate Public Defender (APD)	275 Magnolia Ave	Long Beach	90802
Alternate Public Defender (APD)	300 E Olive Ave	La Canada Flintridge	91502
Alternate Public Defender (APD)	303 N Maclay Ave	San Fernando	91340
Alternate Public Defender (APD)	3655 Torrance Blvd	Torrance	90503
Alternate Public Defender (APD)	42011 4th St W	Lancaster	93534
Alternate Public Defender (APD)	429 Bauchet St	Los Angeles	90012
Alternate Public Defender (APD)	4848 Civic Center Wy	Los Angeles	90022
Alternate Public Defender (APD)	600 E Broadway	La Canada Flintridge	91206
Alternate Public Defender (APD)	7500 Imperial Hwy	Downey	90242
Alternate Public Defender (APD)	9928 Flower St	Bellflower	90706
Animal Care & Control (ACC)	29525 Agoura Rd	Agoura Hills	91301
Animal Care & Control (ACC)	4275 N Elton St	Baldwin Park	91706
Animal Care & Control (ACC)	31044 Charlie Canyon Rd	Castaic	91384
Animal Care & Control (ACC)	11258 Garfield Ave	Downey	90242
Animal Care & Control (ACC)	216 W Victoria St	Gardena	90248
Animal Care & Control (ACC)	5210 W Ave I	Lancaster	93536
Animal Care & Control (ACC)	5898 Cherry Ave	Long Beach	90805
Animal Care & Control (ACC)	12440 E Imperial Hwy	Norwalk	90650
Animal Care & Control (ACC)	38550 Sierra Hwy	Palmdale	93550
Auditor-Controller (AC)	1000 S Fremont Ave	Alhambra	91803
Auditor-Controller (AC)	9150 E Imperial Hwy	Downey	90242
Auditor-Controller (AC)	3470 Wilshire Blvd	Los Angeles	90010
Auditor-Controller (AC)	320 W Temple St	Los Angeles	90012
Auditor-Controller (AC)	500 W Temple St	Los Angeles	90012
Auditor-Controller (AC)	350 S Figueroa St	Los Angeles	90071
Beaches & Harbors (DBH)	12505 Vista del Mar	El Segundo	90293
Beaches & Harbors (DBH)	30100 Pacific Coast Hwy	Malibu	90265
Beaches & Harbors (DBH)	3621 The Strand	Manhattan Beach	90266
Beaches & Harbors (DBH)	13483 Fiji Way	Marina Del Rey	90292
Beaches & Harbors (DBH)	13555 Fiji Way	Marina Del Rey	90292
Beaches & Harbors (DBH)	13575 Mindanao Way	Marina Del Rey	90292
Beaches & Harbors (DBH)	13640 Mindanao Way	Marina Del Rey	90292
Beaches & Harbors (DBH)	13650 Mindanao Way	Marina Del Rey	90292
Beaches & Harbors (DBH)	13837 Fiji Way	Marina Del Rey	90292
Beaches & Harbors (DBH)	4601 Lincoln Blvd	Marina Del Rey	90292
Beaches & Harbors (DBH)	4701 Admiralty Way	Marina Del Rey	90292
Beaches & Harbors (DBH)	16300 Pacific Coast Hwy	Pacific Palisades	90272
Beaches & Harbors (DBH)	8255 Vista del Mar	Playa del Rey	90293
Beaches & Harbors (DBH)	516 N Broadway	Redondo Beach	90277
Beaches & Harbors (DBH)	2300 Ocean Front Walk	Venice	90291
Board of Supervisors (BOS)	500 W Temple St	Los Angeles	90012
Chief Executive Office (CEO)	3333 Wilshire Blvd	Los Angeles	90010
Chief Executive Office (CEO)	222 S Hill St	Los Angeles	90012
Chief Executive Office (CEO)	500 W Temple St	Los Angeles	90012
Chief Executive Office (CEO)	1275 N Eastern Ave	Los Angeles	90063
Chief Executive Office (CEO)	350 S Figueroa St	Los Angeles	90071
Child Support Services (CSSD)	5500 S Eastern Ave	Commerce	90040
Child Support Services (CSSD)	5770 S Eastern Ave	Commerce	90040
Child Support Services (CSSD)	5801 Slauson Ave	Commerce	90040
Child Support Services (CSSD)	42281 10th St W	Lancaster	93534
Child Support Services (CSSD)	600 S Commonwealth Ave	Los Angeles	90005
Child Support Services (CSSD)	8300 S Vermont Ave	Los Angeles	90044
Child Support Services (CSSD)	3179 W Temple Ave	Pomona	91768
Child Support Services (CSSD)	20221 Hamilton Ave	Torrance	90502
Child Support Services (CSSD)	7555 Van Nuys Blvd	Van Nuys	91405
Children & Family Services (DCFS)	2933 El Nido Dr	Altadena	91001
Children & Family Services (DCFS)	760 Mountain View St	Altadena	91001
Children & Family Services (DCFS)	20151 Nordhoff St	Chatsworth	91311
Children & Family Services (DCFS)	5555 Ferguson Dr	Commerce	90022
Children & Family Services (DCFS)	921 E Compton Blvd	Compton	90221
Children & Family Services (DCFS)	1373 E Center Court Dr	Covina	91724
Children & Family Services (DCFS)	9320 Telstar Ave	El Monte	91731
Children & Family Services (DCFS)	4024 N Durfee Ave	El Monte	91732
Children & Family Services (DCFS)	725 S Grand Ave	Glendora	91741
Children & Family Services (DCFS)	11539 Hawthorne Blvd	Hawthorne	90250
Children & Family Services (DCFS)	12000 Hawthorne Blvd	Hawthorne	90250
Children & Family Services (DCFS)	1350 3rd St	La Verne	91750

LOCATIONS

Children & Family Services (DCFS)	4060 Watson Plaza Dr	Lakewood	90712
Children & Family Services (DCFS)	1040 W Ave J	Lancaster	93534
Children & Family Services (DCFS)	176 Holston Dr	Lancaster	93535
Children & Family Services (DCFS)	251H East Ave K-6	Lancaster	93535
Children & Family Services (DCFS)	300 E Ave K6	Lancaster	93535
Children & Family Services (DCFS)	300 East Ave K6	Lancaster	93535
Children & Family Services (DCFS)	1933 S Broadway	Los Angeles	90007
Children & Family Services (DCFS)	2615 S Grand Ave	Los Angeles	90007
Children & Family Services (DCFS)	3530 Wilshire Blvd	Los Angeles	90010
Children & Family Services (DCFS)	512 S San Pedro St	Los Angeles	90013
Children & Family Services (DCFS)	1149 S Hill St	Los Angeles	90015
Children & Family Services (DCFS)	425 Shatto Pl	Los Angeles	90020
Children & Family Services (DCFS)	501 Shatto Pl	Los Angeles	90020
Children & Family Services (DCFS)	2010 Zonal Ave	Los Angeles	90033
Children & Family Services (DCFS)	5757 Wilshire Blvd	Los Angeles	90036
Children & Family Services (DCFS)	5300 Angeles Vista Blvd	Los Angeles	90043
Children & Family Services (DCFS)	8300 S Vermont Ave	Los Angeles	90044
Children & Family Services (DCFS)	5100 W Goldleaf Cir	Los Angeles	90056
Children & Family Services (DCFS)	5835 S Eastern Ave	Los Angeles	90063
Children & Family Services (DCFS)	201 Center Plaza Dr	Monterey Park	91754
Children & Family Services (DCFS)	2525 Corporate Pl	Monterey Park	91754
Children & Family Services (DCFS)	4700 W Ramona Blvd	Monterey Park	91754
Children & Family Services (DCFS)	901 Corporate Center Dr	Monterey Park	91754
Children & Family Services (DCFS)	12440 Imperial Hwy	Norwalk	90650
Children & Family Services (DCFS)	39959 Sierra Hwy	Palmdale	93550
Children & Family Services (DCFS)	532 E Colorado Blvd	Pasadena	91101
Children & Family Services (DCFS)	801 Corporate Center Dr	Pomona	91768
Children & Family Services (DCFS)	28470 Ave Stanford	Santa Clarita	91355
Children & Family Services (DCFS)	28490 Ave Stanford	Santa Clarita	91355
Children & Family Services (DCFS)	10355 Slusher Dr	Santa Fe Springs	90670
Children & Family Services (DCFS)	2325 Crenshaw Blvd	Torrance	90501
Children & Family Services (DCFS)	7555 Van Nuys Blvd	Van Nuys	91405
Children & Family Services (DCFS)	421 S Glendora Ave	West Covina	91741
Consumer & Business Affairs (DCBA)	6101 W Centinela Ave	Culver City	90230
Consumer & Business Affairs (DCBA)	7500 Imperial Hwy	Downey	90242
Consumer & Business Affairs (DCBA)	1 E Regent St	Inglewood	90301
Consumer & Business Affairs (DCBA)	601 W Lancaster Blvd	Lancaster	93534
Consumer & Business Affairs (DCBA)	4343 Lennox Blvd	Lennox	90304
Consumer & Business Affairs (DCBA)	222 S Hill St	Los Angeles	90012
Consumer & Business Affairs (DCBA)	320 W Temple St	Los Angeles	90012
Consumer & Business Affairs (DCBA)	500 W Temple St	Los Angeles	90012
Consumer & Business Affairs (DCBA)	4801 E 3rd St	Los Angeles	90022
Consumer & Business Affairs (DCBA)	133 N Sunol Dr	Los Angeles	90063
Consumer & Business Affairs (DCBA)	300 W Walnut St	Pasadena	91101
Consumer & Business Affairs (DCBA)	1441 Santa Anita Ave	South El Monte	91733
Consumer & Business Affairs (DCBA)	14340 Sylvan St	Van Nuys	91401
County Counsel (CCHOA/CCCHS)	1040 W Ave J	Lancaster	93534
County Counsel (CCHOA/CCCHS)	44509 16th St W	Lancaster	93534
County Counsel (CCHOA/CCCHS)	1933 Broadway	Los Angeles	90012
County Counsel (CCHOA/CCCHS)	500 W Temple St	Los Angeles	90012
County Counsel (CCHOA/CCCHS)	350 S Figueroa St	Los Angeles	90071
County Counsel (CCHOA/CCCHS)	201 Centre Plaza Dr	Monterey Park	91754
County Counsel (CCHOA/CCCHS)	901 Corporate Center Dr	Monterey Park	91754
District Attorney (DA)	150 W Commonwealth Ave	Alhambra	91801
District Attorney (DA)	10025 Flower St	Bellflower	90706
District Attorney (DA)	300 E Olive Ave	Burbank	91502
District Attorney (DA)	12750 Center Court Dr	Cerritos	90703
District Attorney (DA)	9425 Penfield Ave	Chatsworth	91311
District Attorney (DA)	5300 Harbor St	Commerce	90040
District Attorney (DA)	5900 S Eastern Ave	Commerce	90040
District Attorney (DA)	200 W Compton Blvd	Compton	90220
District Attorney (DA)	7281 Quill Dr	Downey	90242
District Attorney (DA)	7500 Imperial Hwy	Downey	90242
District Attorney (DA)	11234 Valley Blvd	El Monte	91731
District Attorney (DA)	3204 Rosemead Blvd	El Monte	91731
District Attorney (DA)	3220 Rosemead Blvd	El Monte	91731
District Attorney (DA)	600 E Broadway	Glendale	91206
District Attorney (DA)	1 E Regent St	Inglewood	90301
District Attorney (DA)	42011 4th St West	Lancaster	93534
District Attorney (DA)	275 Magnolia Ave	Long Beach	90802
District Attorney (DA)	1933 S Broadway	Los Angeles	90007
District Attorney (DA)	210 W Temple St	Los Angeles	90012
District Attorney (DA)	211 W Temple St	Los Angeles	90012
District Attorney (DA)	320 W Temple St	Los Angeles	90012
District Attorney (DA)	4848 Civic Center Way	Los Angeles	90022
District Attorney (DA)	1601 Eastlake Ave	Los Angeles	90033
District Attorney (DA)	11701 S La Cienega Blvd	Los Angeles	90045
District Attorney (DA)	1933 S Broadway	Los Angeles	90065
District Attorney (DA)	11701 Alameda St	Lynwood	90059
District Attorney (DA)	12720 Norwalk Blvd	Norwalk	90650
District Attorney (DA)	215 N Marengo Ave	Pasadena	91101
District Attorney (DA)	300 E Walnut St	Pasadena	91101
District Attorney (DA)	300 S Park Ave	Pomona	91766
District Attorney (DA)	400 Civic Center Plaza	Pomona	91766
District Attorney (DA)	900 3rd St	San Fernando	91340
District Attorney (DA)	23747 W Valencia Blvd	Santa Clarita	91355
District Attorney (DA)	1725 Main St	Santa Monica	90401
District Attorney (DA)	16350 Filbert St	Sylmar	91342
District Attorney (DA)	825 Maple Ave	Torrance	90503

LOCATIONS

District Attorney (DA)	14400 Erwin St	Van Nuys	91401
District Attorney (DA)	6230 Sylmar Ave	Van Nuys	91401
District Attorney (DA)	1427 West Covina Pkwy	West Covina	91790
Fire (LACOFD)	1533 Sierra Hwy	Acton	93510
Fire (LACOFD)	8800 Soledad Canyon Rd	Acton	93510
Fire (LACOFD)	29575 Canwood St	Agoura Hills	91301
Fire (LACOFD)	31981 Foxfield Dr	Agoura Hills	91301
Fire (LACOFD)	4206 Cornell Rd	Agoura Hills	91301
Fire (LACOFD)	2521 El Molino Ave	Altadena	91001
Fire (LACOFD)	2760 Lincoln Ave	Altadena	91001
Fire (LACOFD)	125 S Baldwin Ave	Arcadia	91007
Fire (LACOFD)	1 Banning House Rd	Avalon	90704
Fire (LACOFD)	440 Avalon Canyon Rd	Avalon	90704
Fire (LACOFD)	945 Avalon Canyon Rd	Avalon	90704
Fire (LACOFD)	22550 E East Fork Rd	Azusa	91702
Fire (LACOFD)	846 Juniper Ridge	Azusa	91702
Fire (LACOFD)	14334 Los Angeles St	Baldwin Park	91706
Fire (LACOFD)	15546 Arrow Hwy	Baldwin Park	91706
Fire (LACOFD)	6320 Pine Ave	Bell	90201
Fire (LACOFD)	7000 Garfield Ave	Bell Gardens	90201
Fire (LACOFD)	9548 Flower St	Bellflower	90706
Fire (LACOFD)	9814 Maplewood Ave	Bellflower	90706
Fire (LACOFD)	24130 Calabasas Rd	Calabasas	91302
Fire (LACOFD)	25801 Piuma Rd	Calabasas	91302
Fire (LACOFD)	26600 Agoura Rd	Calabasas	91302
Fire (LACOFD)	5215 Las Virgenes Rd	Calabasas	91302
Fire (LACOFD)	942 Las Virgenes Rd	Calabasas	91302
Fire (LACOFD)	18239 Soledad Canyon Rd	Canyon Country	91387
Fire (LACOFD)	29310 San Canyon Rd	Canyon Country	91387
Fire (LACOFD)	127 W 223rd St	Carson	90745
Fire (LACOFD)	701 E Carson St	Carson	90745
Fire (LACOFD)	1860 E Del Amo Blvd	Carson	90746
Fire (LACOFD)	755 E Victoria St	Carson	90746
Fire (LACOFD)	2049 E 223rd St	Carson	90810
Fire (LACOFD)	28101 Chiquito Canyon Rd	Castaic	91384
Fire (LACOFD)	28580 Hasley Canyon Road	Castaic	91384
Fire (LACOFD)	29300 The Old Rd	Castaic	91384
Fire (LACOFD)	31770 Ridge Route Rd	Castaic	91384
Fire (LACOFD)	13717 Artesia Blvd	Cerritos	90703
Fire (LACOFD)	19030 Pioneer Blvd	Cerritos	90703
Fire (LACOFD)	23310 Lake Manor Dr	Chatsworth	91311
Fire (LACOFD)	17056 Gale Ave	City of Industry	91745
Fire (LACOFD)	921 S Stimson Ave	City of Industry	91745
Fire (LACOFD)	140 S 2nd Ave	City of Industry	91746
Fire (LACOFD)	2040 Sumner Ave	Claremont	91711
Fire (LACOFD)	3701 N Mills Ave	Claremont	91711
Fire (LACOFD)	606 W Bonita Ave	Claremont	91711
Fire (LACOFD)	2327 Saybroook Ave	Commerce	90040
Fire (LACOFD)	5801 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	5801 S Eastern Ave	Commerce	90040
Fire (LACOFD)	5815 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	5823 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	5825 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	5826 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	5827 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	5847 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	6031 Rickenbacker Rd	Commerce	90040
Fire (LACOFD)	18915 S Santa Fe Ave	Compton	90221
Fire (LACOFD)	807 W Cypress St	Covina	91722
Fire (LACOFD)	400 N Citrus Ave	Covina	91723
Fire (LACOFD)	401 N 2nd Ave	Covina	91723
Fire (LACOFD)	1577 E Cypress St	Covina	91724
Fire (LACOFD)	6167 Bristol Parkway	Culver City	90230
Fire (LACOFD)	1051 S Grand Ave	Diamond Bar	91765
Fire (LACOFD)	346 Armitos Pl	Diamond Bar	91765
Fire (LACOFD)	1105 Highland Ave	Duarte	91010
Fire (LACOFD)	605 N Angeleno Ave	Duarte	91010
Fire (LACOFD)	605 N Angeleno Azusa	Duarte	91010
Fire (LACOFD)	3615 Santa Anita Ave	El Monte	91731
Fire (LACOFD)	11567 Bryant Rd	El Monte	91732
Fire (LACOFD)	3207 Cogswell Rd	El Monte	91732
Fire (LACOFD)	5112 Peck Rd	El Monte	91732
Fire (LACOFD)	12792 Vista del Mar	El Segundo	90293
Fire (LACOFD)	1650 W 162nd St	Gardena	90247
Fire (LACOFD)	137 W Redondo Beach Blvd	Gardena	90248
Fire (LACOFD)	2030 W 135th St	Gardena	90249
Fire (LACOFD)	650 E Gladstone St	Glendora	91740
Fire (LACOFD)	231 W Mountain View Ave	Glendora	91741
Fire (LACOFD)	520 Amelia Ave	GLENDORA	91741
Fire (LACOFD)	46833 N Peace Valley Rd	Gorman	93243
Fire (LACOFD)	2691 Turnbull Canyon Rd	Hacienda Heights	91745
Fire (LACOFD)	21207 Norwalk Blvd	Hawaiian Gardens	90716
Fire (LACOFD)	12151 Crenshaw Blvd	Hawthorne	90250
Fire (LACOFD)	4475 W El Segundo Blvd	Hawthorne	90250
Fire (LACOFD)	5323 W Rosecrans Ave	Hawthorne	90250
Fire (LACOFD)	1200 The Strand	Hermosa Beach	90254
Fire (LACOFD)	3255 Saturn Ave	Huntington Park	90255
Fire (LACOFD)	6301 Santa Fe Ave	Huntington Park	90255
Fire (LACOFD)	141 W Regent St	Inglewood	90301

LOCATIONS

Fire (LACOFD)	810 Centinela Ave	Inglewood	90302
Fire (LACOFD)	10701 Crenshaw Blvd	Inglewood	90303
Fire (LACOFD)	4518 Lennox Blvd	Inglewood	90304
Fire (LACOFD)	9001 Crenshaw Blvd	Inglewood	90305
Fire (LACOFD)	5200 Irwindale Ave	Irwindale	91706
Fire (LACOFD)	1729 Foothill Blvd	La Canada Flintridge	91011
Fire (LACOFD)	352 Foothill Blvd	La Canada Flintridge	91011
Fire (LACOFD)	4810 Oak Grove Dr	La Canada Flintridge	91011
Fire (LACOFD)	4526 Ramsdell Ave	La Crescenta	91214
Fire (LACOFD)	1000 W Risner Wy	La Habra	90631
Fire (LACOFD)	520 S Harbor Blvd	La Habra	90631
Fire (LACOFD)	850 W La Habra Blvd	La Habra	90631
Fire (LACOFD)	13540 Beach Blvd	La Mirada	90638
Fire (LACOFD)	13820 La Mirada Blvd	La Mirada	90638
Fire (LACOFD)	15336 Elliot Ave	La Puente	91744
Fire (LACOFD)	6555 Stephens Ranch Rd	La Verne	91750
Fire (LACOFD)	6601 Stephens Ranch Rd	La Verne	91750
Fire (LACOFD)	17021 Elizabeth Lake Rd	Lake Hughes	93532
Fire (LACOFD)	2600 Greenmeadow Rd	Lakewood	90712
Fire (LACOFD)	4020 Candlewood St	Lakewood	90712
Fire (LACOFD)	6421 E Turnergrove St	Lakewood	90713
Fire (LACOFD)	42011 4th St West	Lancaster	93534
Fire (LACOFD)	42110 6th St W	Lancaster	93534
Fire (LACOFD)	43225 25th St W	Lancaster	93534
Fire (LACOFD)	44947 Date Ave	Lancaster	93534
Fire (LACOFD)	1846 E Ave K-4	Lancaster	93535
Fire (LACOFD)	335 E Ave K6	Lancaster	93535
Fire (LACOFD)	44851 30th St E	Lancaster	93535
Fire (LACOFD)	44558 40th St W	Lancaster	93536
Fire (LACOFD)	5030 W Ave L-14	Lancaster	93536
Fire (LACOFD)	8812 W Ave E-8	Lancaster	93536
Fire (LACOFD)	8905 E Ave U	Littlerock	93543
Fire (LACOFD)	24330 Narbonne Ave	Lomita	90717
Fire (LACOFD)	25517 Narbonne Ave	Lomita	90717
Fire (LACOFD)	8010 Compton Ave	Los Angeles	90001
Fire (LACOFD)	4801 E 3rd St	Los Angeles	90022
Fire (LACOFD)	928 S Gerhart Ave	Los Angeles	90022
Fire (LACOFD)	2535 Commerce Way	Los Angeles	90040
Fire (LACOFD)	3907 West 54th St	Los Angeles	90043
Fire (LACOFD)	1401 W 108th St	Los Angeles	90047
Fire (LACOFD)	5757 S Fairfax Ave	Los Angeles	90056
Fire (LACOFD)	1815 E 120th St	Los Angeles	90059
Fire (LACOFD)	1100 N Eastern Ave	Los Angeles	90063
Fire (LACOFD)	1104 N Eastern Ave	Los Angeles	90063
Fire (LACOFD)	1108 N Eastern Ave	Los Angeles	90063
Fire (LACOFD)	1320 N Eastern Ave	Los Angeles	90063
Fire (LACOFD)	930 S Eastern Ave	Los Angeles	90063
Fire (LACOFD)	3161 E Imperial Hwy	Lynwood	90059
Fire (LACOFD)	4264 Martin Luther King Blvd	Lynwood	90059
Fire (LACOFD)	1252 Encinal Canyon Rd	Malibu	90265
Fire (LACOFD)	1832 Decker Rd	Malibu	90265
Fire (LACOFD)	18704 E Topanga Beach Blvd	Malibu	90265
Fire (LACOFD)	1900 Rambla Pacifico St	Malibu	90265
Fire (LACOFD)	23050 Pacific Coast Hwy	Malibu	90265
Fire (LACOFD)	23720 Malibu Rd	Malibu	90265
Fire (LACOFD)	28722 Pacific Coast Hwy	Malibu	90265
Fire (LACOFD)	30050 Pacific Coast Hwy	Malibu	90265
Fire (LACOFD)	32550 W Pacific Coast Hwy	Malibu	90265
Fire (LACOFD)	3970 Carbon Canyon Rd	Malibu	90265
Fire (LACOFD)	2600 The Strand	Manhattan Beach	90266
Fire (LACOFD)	4433 Admiralty Way	Marina Del Rey	90292
Fire (LACOFD)	2525 Corporate Pl	Monterey Park	90650
Fire (LACOFD)	1255 Corporate Center Dr	Monterey Park	91754
Fire (LACOFD)	11317 Alondra Blvd	Norwalk	90650
Fire (LACOFD)	12110 Adoree St	Norwalk	90650
Fire (LACOFD)	15100 Pacific Coast Hwy	Pacific Palisades	90272
Fire (LACOFD)	12605 Osborne St	Pacoima	91331
Fire (LACOFD)	2629 E Ave S	Palmdale	93550
Fire (LACOFD)	38250 Sierra Hwy	Palmdale	93550
Fire (LACOFD)	38318 9th St E	Palmdale	93550
Fire (LACOFD)	1050 W Rancho Vista Blvd	Palmdale	93551
Fire (LACOFD)	3650 Bolz Ranch Rd	Palmdale	93551
Fire (LACOFD)	8723 Elizabeth Lake Rd	Palmdale	93551
Fire (LACOFD)	5624 E Ave R	Palmdale	93552
Fire (LACOFD)	40235 170th St E	Palmdale	93591
Fire (LACOFD)	12 Crest Rd W	Palos Verdes	90274
Fire (LACOFD)	340 Palos Verdes Dr W	Palos Verdes Estates	90274
Fire (LACOFD)	7521 Somerset Blvd	Paramount	90723
Fire (LACOFD)	2764 Eaton Canyon Dr	Pasadena	91107
Fire (LACOFD)	33957 Longview Rd	Pearblossom	93553
Fire (LACOFD)	4864 Durfee Ave	Pico Rivera	90660
Fire (LACOFD)	7300 Paramount Blvd	Pico Rivera	90660
Fire (LACOFD)	9209 Slauson Ave	Pico Rivera	90660
Fire (LACOFD)	11800 Vista del Mar	Playa Del Rey	90293
Fire (LACOFD)	18-A Village Loop Rd	Pomona	91766
Fire (LACOFD)	590 S Park Ave	Pomona	91766
Fire (LACOFD)	925 E Lexington Ave	Pomona	91766
Fire (LACOFD)	280 E Bonita Ave	Pomona	91767
Fire (LACOFD)	708 N San Antonio Ave	Pomona	91767

LOCATIONS

Fire (LACOFD)	1059 N White Ave	Pomona	91768
Fire (LACOFD)	1150 W McKinley Ave	Pomona	91768
Fire (LACOFD)	1980 W Orange Grove Ave	Pomona	91768
Fire (LACOFD)	3325 W Temple Ave	Pomona	91768
Fire (LACOFD)	6124 Palos Verdes Dr S	Rancho Palos Verdes	90275
Fire (LACOFD)	83 Miraleste Plaza	Rancho Palos Verdes	90275
Fire (LACOFD)	1101 Esplanade	Redondo Beach	90277
Fire (LACOFD)	280 Marina Wy	Redondo Beach	90277
Fire (LACOFD)	27413 Indian Peak Rd	Rolling Hills Estates	90274
Fire (LACOFD)	2644 San Gabriel Blvd	Rosemead	91770
Fire (LACOFD)	9319 Valley Blvd	Rosemead	91770
Fire (LACOFD)	1525 S Nogales Ave	Rowland Heights	91748
Fire (LACOFD)	1124 Puente Ave	San Dimas	91773
Fire (LACOFD)	164 S Walnut Ave	San Dimas	91773
Fire (LACOFD)	7225 N Rosemead Blvd	San Gabriel	91775
Fire (LACOFD)	1001 S Seaside Ave	San Pedro	90731
Fire (LACOFD)	3720 Stephen M White Dr	San Pedro	90731
Fire (LACOFD)	24875 Railroad Ave	Santa Clarita	91321
Fire (LACOFD)	26201 Golden Valley Rd	Santa Clarita	91350
Fire (LACOFD)	26829 Seco Canyon Rd	Santa Clarita	91350
Fire (LACOFD)	28450 White Canyon Rd	Santa Clarita	91351
Fire (LACOFD)	26320 Citrus St	Santa Clarita	91355
Fire (LACOFD)	19190 Golden Valley Rd	Santa Clarita	91385
Fire (LACOFD)	21521 Sand Canyon Rd	Santa Clarita	91387
Fire (LACOFD)	26321 Sand Canyon Rd	Santa Clarita	91387
Fire (LACOFD)	15921 Spunky Canyon Rd	Santa Clarita	91390
Fire (LACOFD)	28799 N Rock Canyon	Santa Clarita	91390
Fire (LACOFD)	35100 San Francisquito Rd	Santa Clarita	91390
Fire (LACOFD)	8710 Sierra Hwy	Santa Clarita	91390
Fire (LACOFD)	1642 The Promenade	Santa Monica	90401
Fire (LACOFD)	2300 E 27th St	Signal Hill	90755
Fire (LACOFD)	10115 Rush St	South El Monte	91733
Fire (LACOFD)	4867 Southern Ave	South Gate	90280
Fire (LACOFD)	5720 Gardendale St	South Gate	90280
Fire (LACOFD)	25870 Hemingway Ave	Stevenson Ranch	91381
Fire (LACOFD)	3900 Lankershim Blvd	Studio City	91604
Fire (LACOFD)	12653 Little Tujunga Canyon Rd	Sylmar	91342
Fire (LACOFD)	14425 Olive View Dr	Sylmar	91342
Fire (LACOFD)	5946 Kauffman Ave	Temple City	91780
Fire (LACOFD)	401 S Topanga Canyon Blvd	Topanga	90290
Fire (LACOFD)	3900 Lankershim Blvd	Universal City	91608
Fire (LACOFD)	24505 Copperhill Dr	Valencia	91354
Fire (LACOFD)	23757 Valencia Blvd	Valencia	91355
Fire (LACOFD)	27223 Henry Mayo Dr	Valencia	91355
Fire (LACOFD)	16300 Daily Dr	Van Nuys	91406
Fire (LACOFD)	2300 Ocean Front Walk	Venice	90291
Fire (LACOFD)	20011 La Puente Rd	Walnut	91789
Fire (LACOFD)	20480 Pathfinder Rd	Walnut	91789
Fire (LACOFD)	20604 Loyalton Dr	Walnut	91789
Fire (LACOFD)	7643 Santa Monica Blvd	West Hollywood	90069
Fire (LACOFD)	864 N San Vincente Blvd	West Hollywood	90069
Fire (LACOFD)	12006 Hadley St	Whittier	90601
Fire (LACOFD)	7733 Greenleaf Ave	Whittier	90602
Fire (LACOFD)	10021 Scott Ave	Whittier	90603
Fire (LACOFD)	10630 S Mills Ave	Whittier	90604
Fire (LACOFD)	11460 Santa Gertrudes Ave	Whittier	90604
Health Services - Administration (DHS)	1000 S Fremont Ave	Alhambra	91803
Health Services - Administration (DHS)	4275 N Elton Ave	Baldwin Park	91706
Health Services - Administration (DHS)	20151 Nordhoff St	Chatsworth	91311
Health Services - Administration (DHS)	5555 Ferguson Dr	Commerce	90022
Health Services - Administration (DHS)	5701 S Eastern Ave	Commerce	90040
Health Services - Administration (DHS)	7285 Quill Dr	Downey	90242
Health Services - Administration (DHS)	7601 Imperial Hwy	Downey	90242
Health Services - Administration (DHS)	3400 Aero Jet	El Monte	91731
Health Services - Administration (DHS)	12000 Hawthorne Blvd	Hawthorne	90250
Health Services - Administration (DHS)	176 Holston Dr	Lancaster	93535
Health Services - Administration (DHS)	5300 W Ave I	Lancaster	93536
Health Services - Administration (DHS)	2615 S Grand Ave	Los Angeles	90007
Health Services - Administration (DHS)	313 N Figueroa St	Los Angeles	90012
Health Services - Administration (DHS)	224 E 6th St	Los Angeles	90014
Health Services - Administration (DHS)	238 E 6th St	Los Angeles	90014
Health Services - Administration (DHS)	637 Maple St	Los Angeles	90014
Health Services - Administration (DHS)	1545 Wilshire Blvd	Los Angeles	90017
Health Services - Administration (DHS)	1925 Daly St	Los Angeles	90031
Health Services - Administration (DHS)	1601 Eastlake Ave	Los Angeles	90033
Health Services - Administration (DHS)	1605 Eastlake Ave	Los Angeles	90033
Health Services - Administration (DHS)	1740 Zonal Ave	Los Angeles	90033
Health Services - Administration (DHS)	8300 S Vermont Ave	Los Angeles	90044
Health Services - Administration (DHS)	1646 E 120th St	Los Angeles	90059
Health Services - Administration (DHS)	133 N Sunol Dr	Los Angeles	90063
Health Services - Administration (DHS)	350 S Figueroa St	Los Angeles	90071
Health Services - Administration (DHS)	1100 Corporate Center Dr	Monterey Park	91754
Health Services - Administration (DHS)	10100 Pioneer Blvd	Santa Fe Springs	90670
Health Services - Administration (DHS)	10430 Slusher Dr	Santa Fe Springs	90670
Health Services - Administration (DHS)	16350 Filbert St	Sylmar	91342
Health Services - Administration (DHS)	711 Del Amo Blvd	Torrance	90502
Health Services - Administration (DHS)	7555 Van Nuys Blvd	Van Nuys	91405
Health Services - Harbor/UCLA (DHS)	10005 E Flower St	Bellflower	90706
Health Services - Harbor/UCLA (DHS)	1403 Lomita Blvd	Harbor City	90502

LOCATIONS

Health Services - Harbor/UCLA (DHS)	1333 Chestnut Ave	Long Beach	90813
Health Services - Harbor/UCLA (DHS)	1000 W Carson St	Torrance	90502
Health Services - Harbor/UCLA (DHS)	1000 Wisconsin St	Torrance	90502
Health Services - Harbor/UCLA (DHS)	1001 W Carson St	Torrance	90502
Health Services - Harbor/UCLA (DHS)	1124 W Carson St	Torrance	90502
Health Services - Harbor/UCLA (DHS)	21818 S Normandie Ave	Torrance	90502
Health Services - Harbor/UCLA (DHS)	21840 Normandie Ave	Torrance	90502
Health Services - Harbor/UCLA (DHS)	1325 Broad Ave	Wilmington	90744
Health Services - High Desert (DHS)	30500 Arrastre Canyon Rd	Acton	93510
Health Services - High Desert (DHS)	335 B East Ave K-6	Lancaster	93535
Health Services - High Desert (DHS)	335 E Ave I	Lancaster	93535
Health Services - High Desert (DHS)	8201 Pearlblossom Hwy	Littlerock	93543
Health Services - High Desert (DHS)	38350 40th St E	Palmdale	93552
Health Services - High Desert (DHS)	16921 E Ave O	Palmdale	93591
Health Services - LAC/USC (DHS)	10953 Ramona Blvd	El Monte	91731
Health Services - LAC/USC (DHS)	4024 Durfee Ave	El Monte	91732
Health Services - LAC/USC (DHS)	15960 Central Ave	La Puente	91744
Health Services - LAC/USC (DHS)	2615 S Grand Ave	Los Angeles	90007
Health Services - LAC/USC (DHS)	2829 S Grand Ave	Los Angeles	90007
Health Services - LAC/USC (DHS)	238 E 6th St	Los Angeles	90014
Health Services - LAC/USC (DHS)	245 S Fetterly Ave	Los Angeles	90022
Health Services - LAC/USC (DHS)	1100 N State St	Los Angeles	90033
Health Services - LAC/USC (DHS)	1101 N State St	Los Angeles	90033
Health Services - LAC/USC (DHS)	1200 N State St	Los Angeles	90033
Health Services - LAC/USC (DHS)	1220 N State St	Los Angeles	90033
Health Services - LAC/USC (DHS)	1237 N Mission Rd	Los Angeles	90033
Health Services - LAC/USC (DHS)	1300 N Mission Rd	Los Angeles	90033
Health Services - LAC/USC (DHS)	1801 N Marengo St	Los Angeles	90033
Health Services - LAC/USC (DHS)	1900 Zonal Ave	Los Angeles	90033
Health Services - LAC/USC (DHS)	1983 Marengo St	Los Angeles	90033
Health Services - LAC/USC (DHS)	2010 Zonal Ave	Los Angeles	90033
Health Services - LAC/USC (DHS)	2011 N Soto St	Los Angeles	90033
Health Services - LAC/USC (DHS)	2020 Zonal Ave	Los Angeles	90033
Health Services - LAC/USC (DHS)	2051 Marengo St	Los Angeles	90033
Health Services - LAC/USC (DHS)	1720 E 120th St	Los Angeles	90059
Health Services - MLK (DHS)	921 E Compton Blvd	Compton	90221
Health Services - MLK (DHS)	5850 S Main St	Los Angeles	90003
Health Services - MLK (DHS)	12012 Compton Ave	Los Angeles	90059
Health Services - MLK (DHS)	12021 Wilmington Ave	Los Angeles	90059
Health Services - MLK (DHS)	1620 E 120th St	Los Angeles	90059
Health Services - MLK (DHS)	1670 E 120th St	Los Angeles	90059
Health Services - MLK (DHS)	1693 E 120th St	Los Angeles	90059
Health Services - MLK (DHS)	1720 E 120th St	Los Angeles	90059
Health Services - MLK (DHS)	1721 E 120th St	Los Angeles	90059
Health Services - MLK (DHS)	1807 E 120th St	Los Angeles	90059
Health Services - MLK (DHS)	1108 N Oleander Ave	Los Angeles	90222
Health Services - Olive View (DHS)	501 N Glendale Ave	Glendale	91206
Health Services - Olive View (DHS)	1212 Pico St	San Fernando	91340
Health Services - Olive View (DHS)	13333 Vaughn St	San Fernando	91340
Health Services - Olive View (DHS)	14445 Olive View Dr	Sylmar	91342
Health Services - Olive View (DHS)	7515 Van Nuys Blvd	Van Nuys	91405
Health Services - Olive View (DHS)	7555 Van Nuys Blvd	Van Nuys	91405
Health Services - Rancho Los Amigos (DHS)	7601 E Imperial Hwy	Downey	90242
Human Resources (DHR)	1000 S Fremont Ave	Alhambra	91803
Human Resources (DHR)	1333 Chestnut Ave	Long Beach	90813
Human Resources (DHR)	3333 Wilshire Blvd	Los Angeles	90010
Human Resources (DHR)	222 S Hill St	Los Angeles	90012
Human Resources (DHR)	500 W Temple St	Los Angeles	90012
Internal Services (ISD)	29330 The Old Rd	Castaic	91384
Internal Services (ISD)	11236 Playa Ct	Culver City	90230
Internal Services (ISD)	9150 E Imperial Hwy	Downey	90242
Internal Services (ISD)	9230 E Imperial Hwy	Downey	90242
Internal Services (ISD)	123 W Manchester Blvd	Inglewood	90301
Internal Services (ISD)	45000 60th St W	Lancaster	91384
Internal Services (ISD)	2615 S Grand Ave	Los Angeles	90007
Internal Services (ISD)	111 S Grand Ave	Los Angeles	90012
Internal Services (ISD)	241 N Figueroa St	Los Angeles	90012
Internal Services (ISD)	301 N Broadway	Los Angeles	90012
Internal Services (ISD)	320 W Temple St	Los Angeles	90012
Internal Services (ISD)	500 W Temple St	Los Angeles	90012
Internal Services (ISD)	12021 Wilmington Ave	Los Angeles	90059
Internal Services (ISD)	1100 N Eastern Ave	Los Angeles	90063
Internal Services (ISD)	1102 N Eastern Ave	Los Angeles	90063
Internal Services (ISD)	1104 N Eastern Ave	Los Angeles	90063
Internal Services (ISD)	1110 N Eastern Ave	Los Angeles	90063
Internal Services (ISD)	1112 N Eastern Ave	Los Angeles	90063
Internal Services (ISD)	1318 N Eastern Ave	Los Angeles	90063
Internal Services (ISD)	12441 Osborne St	Pacoima	91331
Internal Services (ISD)	13811 Del Sur St	San Fernando	91340
Internal Services (ISD)	14445 Olive View Dr	Sylmar	91342
Medical Examiner-Coroner (DOC)	1102 N Mission Rd	Los Angeles	90033
Medical Examiner-Coroner (DOC)	1104 N Mission Rd	Los Angeles	90033
Medical Examiner-Coroner (DOC)	11705 Alameda St	Lynwood	90059
Medical Examiner-Coroner (DOC)	910 First St	San Fernando	91340
Mental Health (DMH)	150 W Commonwealth Ave	Alhambra	91801
Mental Health (DMH)	200 W Woodward Ave	Alhambra	91801
Mental Health (DMH)	211 S 1st St	Alhambra	91801
Mental Health (DMH)	330 E Live Oak Ave	Arcadia	91006
Mental Health (DMH)	10025 Flower St	Bellflower	90706

LOCATIONS

Mental Health (DMH)	200 N 3rd St	Burbank	91502
Mental Health (DMH)	1301 Las Virgenes Rd	Calabasas	91302
Mental Health (DMH)	6800 Owensmouth Ave	Canoga Park	91303
Mental Health (DMH)	17707 Studebaker Rd	Cerritos	90703
Mental Health (DMH)	20151 Nordoff St	Chatsworth	91304
Mental Health (DMH)	200 W Compton Blvd	Compton	90220
Mental Health (DMH)	921 E Compton Ave	Compton	90221
Mental Health (DMH)	921 E Compton Blvd	Compton	90221
Mental Health (DMH)	1359 N Grand Ave	Covina	91724
Mental Health (DMH)	1373 E Center Court Dr	Covina	91724
Mental Health (DMH)	7285 Quill Dr	Downey	90242
Mental Health (DMH)	7878 Telegraph Rd	Downey	90242
Mental Health (DMH)	10953 Ramona Blvd	El Monte	91731
Mental Health (DMH)	4024 N Durfee Ave	El Monte	91732
Mental Health (DMH)	1441 Santa Anita Ave	El Monte	91733
Mental Health (DMH)	1300 W 155th St	Gardena	90247
Mental Health (DMH)	14112 S Kingsley Dr	Gardena	90249
Mental Health (DMH)	600 E Broadway	Glendale	91206
Mental Health (DMH)	725 S Grand Ave	Glendora	91741
Mental Health (DMH)	10515 Balboa Blvd	Granada Hills	91344
Mental Health (DMH)	10605 Balboa Blvd	Granada Hills	91344
Mental Health (DMH)	1403 Lomita Blvd	Harbor City	90502
Mental Health (DMH)	2311 W El Segundo Blvd	Hawthorne	90250
Mental Health (DMH)	2629 Clarendon Ave	Huntington Park	90255
Mental Health (DMH)	2677 Zoe Ave	Huntington Park	90255
Mental Health (DMH)	1 Regent St	Inglewood	90020
Mental Health (DMH)	1 W Manchester Blvd	Inglewood	90301
Mental Health (DMH)	6601 Stephens Ranch Rd	La Verne	91750
Mental Health (DMH)	42220 Lake Hughes Rd	Lake Hughes	93532
Mental Health (DMH)	4060 Watson Plaza Dr	Lakewood	90712
Mental Health (DMH)	1010 W Ave J	Lancaster	93534
Mental Health (DMH)	42011 4th St West	Lancaster	93534
Mental Health (DMH)	251B East Ave K-6	Lancaster	93535
Mental Health (DMH)	251H East Ave K-6	Lancaster	93535
Mental Health (DMH)	335 E Ave I	Lancaster	93535
Mental Health (DMH)	349A East Ave K-6	Lancaster	93535
Mental Health (DMH)	43423 Division St	Lancaster	93535
Mental Health (DMH)	5300 W Ave I	Lancaster	93536
Mental Health (DMH)	14623 Hawthorne Blvd	Lawndale	90260
Mental Health (DMH)	24330 Narbonne Ave	Lomita	90717
Mental Health (DMH)	275 Magnolia Ave	Long Beach	90802
Mental Health (DMH)	4510 E Pacific Coast Hwy	Long Beach	90804
Mental Health (DMH)	2600 Redondo Ave	Long Beach	90806
Mental Health (DMH)	1333 Chestnut Ave	Long Beach	90813
Mental Health (DMH)	10421 S Figueroa St	Los Angeles	90003
Mental Health (DMH)	600 S Commonwealth Ave	Los Angeles	90005
Mental Health (DMH)	6390 W 96th St	Los Angeles	90005
Mental Health (DMH)	695 S Vermont Ave	Los Angeles	90005
Mental Health (DMH)	1933 S Broadway	Los Angeles	90007
Mental Health (DMH)	3741 Stocker St	Los Angeles	90008
Mental Health (DMH)	3751 Stocker St	Los Angeles	90008
Mental Health (DMH)	3530 Wilshire Blvd	Los Angeles	90010
Mental Health (DMH)	236 E 58th St	Los Angeles	90011
Mental Health (DMH)	100 W 1st St	Los Angeles	90012
Mental Health (DMH)	210 W Temple St	Los Angeles	90012
Mental Health (DMH)	320 W Temple St	Los Angeles	90012
Mental Health (DMH)	420 E 3rd St	Los Angeles	90013
Mental Health (DMH)	420 S San Pedro St	Los Angeles	90013
Mental Health (DMH)	426 S San Pedro St	Los Angeles	90013
Mental Health (DMH)	522 South San Pedro St	Los Angeles	90013
Mental Health (DMH)	529 Maple Ave	Los Angeles	90013
Mental Health (DMH)	224 E 6th St	Los Angeles	90014
Mental Health (DMH)	631 Maple Ave	Los Angeles	90014
Mental Health (DMH)	1816 S Figueroa St	Los Angeles	90015
Mental Health (DMH)	550 S Vermont Ave	Los Angeles	90020
Mental Health (DMH)	245 S Fetterly Ave	Los Angeles	90022
Mental Health (DMH)	4701 E Cesar Chavez Ave	Los Angeles	90022
Mental Health (DMH)	4848 Civic Center Way	Los Angeles	90022
Mental Health (DMH)	5000 W Sunset Blvd	Los Angeles	90027
Mental Health (DMH)	1605 Eastlake Ave	Los Angeles	90033
Mental Health (DMH)	5757 Wilshire Blvd	Los Angeles	90036
Mental Health (DMH)	1224 N Vine St	Los Angeles	90038
Mental Health (DMH)	947 Cole Ave	Los Angeles	90038
Mental Health (DMH)	1500 S MacDonnell Ave	Los Angeles	90040
Mental Health (DMH)	5321 Via Marisol	Los Angeles	90042
Mental Health (DMH)	5564 N Figueroa St	Los Angeles	90042
Mental Health (DMH)	8300 S Vermont Ave	Los Angeles	90044
Mental Health (DMH)	11701 S La Cienega Blvd	Los Angeles	90045
Mental Health (DMH)	5110 W Goldleaf Circle	Los Angeles	90056
Mental Health (DMH)	1670 E 120th St	Los Angeles	90059
Mental Health (DMH)	1720 E 120th St	Los Angeles	90059
Mental Health (DMH)	1721 E 120th St	Los Angeles	90059
Mental Health (DMH)	5835 S Eastern Ave	Los Angeles	90063
Mental Health (DMH)	11080 W Olympic Blvd	Los Angeles	90064
Mental Health (DMH)	11303 W Washington Blvd	Los Angeles	90066
Mental Health (DMH)	3205 Lakewood Blvd	Los Angeles	90808
Mental Health (DMH)	427 S Encinal Canyon Rd	Mailbu	90265
Mental Health (DMH)	433 S Encinal Canyon Rd	Mailbu	90265
Mental Health (DMH)	215 E Avenida de la Merced	Montebello	90640

LOCATIONS

Mental Health (DMH)	320 W Newmark Ave	Monterey Park	90005
Mental Health (DMH)	201 Centre Plaza Dr	Monterey Park	91754
Mental Health (DMH)	2525 Corporate Pl	Monterey Park	91754
Mental Health (DMH)	12440 E Imperial Hwy	Norwalk	90650
Mental Health (DMH)	12440 Firestone Blvd	Norwalk	90650
Mental Health (DMH)	12720 Norwalk Blvd	Norwalk	90650
Mental Health (DMH)	13557 Van Nuys Blvd	Pacoima	91331
Mental Health (DMH)	1529 E Palmdale Blvd	Palmdale	93550
Mental Health (DMH)	2323 E Palmdale Blvd	Palmdale	93550
Mental Health (DMH)	2323A E Palmdale Blvd	Palmdale	93550
Mental Health (DMH)	39959 Sierra Hwy	Palmdale	93550
Mental Health (DMH)	300 E Walnut Ave	Pasadena	91101
Mental Health (DMH)	532 E Colorado Blvd	Pasadena	91101
Mental Health (DMH)	220 S Raymond St	Pasadena	91105
Mental Health (DMH)	1660 W Mission Blvd	Pomona	91766
Mental Health (DMH)	400 Civic Center Plaza	Pomona	91766
Mental Health (DMH)	490 W Mission Blvd	Pomona	91766
Mental Health (DMH)	801 Corporate Center Dr	Pomona	91768
Mental Health (DMH)	19230 Victory Blvd	Reseda	91335
Mental Health (DMH)	19231 Victory Blvd	Reseda	91335
Mental Health (DMH)	1900 N Sycamore Canyon Rd	San Dimas	91773
Mental Health (DMH)	900 3rd St	San Fernando	91340
Mental Health (DMH)	150 W 7th St	San Pedro	90731
Mental Health (DMH)	28490 Stanford Ave	Santa Clarita	91355
Mental Health (DMH)	28700 Bouquet Canyon Rd	Santa Clarita	91390
Mental Health (DMH)	10355 Slusher Dr	Santa Fe Springs	90670
Mental Health (DMH)	1499 Huntington Dr	South Pasadena	91030
Mental Health (DMH)	14445 Olive View Dr	Sylmar	91342
Mental Health (DMH)	14659 Olive View Dr	Sylmar	91342
Mental Health (DMH)	16350 Filbert St	Sylmar	91342
Mental Health (DMH)	3300 Civic Center Dr	Torrance	90005
Mental Health (DMH)	21081 S Western Ave	Torrance	90501
Mental Health (DMH)	2325 Crenshaw Blvd	Torrance	90501
Mental Health (DMH)	1000 W Carson St	Torrance	90502
Mental Health (DMH)	21730 S Vermont Ave	Torrance	90502
Mental Health (DMH)	21732 S Vermont Ave	Torrance	90502
Mental Health (DMH)	825 Maple Ave	Torrance	90503
Mental Health (DMH)	23501 Cinema Dr	Valencia	91355
Mental Health (DMH)	14400 Erwin St	Van Nuys	91401
Mental Health (DMH)	7515 Van Nuys Blvd	Van Nuys	91405
Mental Health (DMH)	7555 Van Nuys Blvd	Van Nuys	91405
Mental Health (DMH)	4305 S Santa Fe Ave	Vernon	90011
Mental Health (DMH)	8240 Broadway Ave	Whittier	90606
Military & Veteran Affairs (MVA)	335 E Ave K10	Lancaster	93535
Military & Veteran Affairs (MVA)	1816 S Figueroa St	Los Angeles	90015
Military & Veteran Affairs (MVA)	1427 W West Covina Pkwy	West Covina	91790
Parks & Recreation (PR)	1000 S Fremont Ave	Alhambra	91803
Parks & Recreation (PR)	3330 Lincoln Ave	Altadena	91001
Parks & Recreation (PR)	405 S Santa Anita Ave	Arcadia	91006
Parks & Recreation (PR)	301 N Baldwin Ave	Arcadia	91007
Parks & Recreation (PR)	18867 E Armstead St	Azusa	91702
Parks & Recreation (PR)	265 Cloverleaf Dr	Baldwin Park	91706
Parks & Recreation (PR)	419 E 192nd St	Carson	90746
Parks & Recreation (PR)	31320 Castaic Rd	Castaic	91384
Parks & Recreation (PR)	32132 Castaic Lake Dr	Castaic	91384
Parks & Recreation (PR)	20261 E Covina Blvd	Covina	91724
Parks & Recreation (PR)	5950 Stoneview Dr	Culver City	90232
Parks & Recreation (PR)	15501 E Arrow Hwy	Irwindale	91706
Parks & Recreation (PR)	31000 Pyramid Lake Rd	Lebec	93243
Parks & Recreation (PR)	12603 S Broadway	Los Angeles	90061
Parks & Recreation (PR)	360 W El Segundo Blvd	Los Angeles	90061
Parks & Recreation (PR)	24151 Newhall Ave	Santa Clarita	91321
Parks & Recreation (PR)	1000 Durfee Ave	South El Monte	91733
Parks & Recreation (PR)	750 Santa Anita Ave	South El Monte	91733
Parks & Recreation (PR)	26233 W Faulkner Dr	Stevenson Ranch	91381
Parks & Recreation (PR)	11503 N Trail	Sylmar	91342
Parks & Recreation (PR)	13100 Hubbard St	Sylmar	91342
Probation (PROB)	150 W Commonwealth Ave	Alhambra	91801
Probation (PROB)	200 W Woodward Ave	Alhambra	91801
Probation (PROB)	12310 Lower Azusa Rd	Arcadia	91006
Probation (PROB)	10025 Flower St	Bellflower	90706
Probation (PROB)	300 E Olive Ave	Burbank	91502
Probation (PROB)	1301 Las Virgenes Rd	Calabasas	91302
Probation (PROB)	1299 E Artesia Blvd	Carson	90746
Probation (PROB)	200 W Compton Blvd	Compton	90220
Probation (PROB)	7285 Quill Dr	Downey	90242
Probation (PROB)	7500 Imperial Hwy	Downey	90242
Probation (PROB)	9150 E Imperial Hwy	Downey	90242
Probation (PROB)	9525 Imperial Hwy	Downey	90242
Probation (PROB)	11234 Valley Blvd	El Monte	91731
Probation (PROB)	600 E Broadway	Glendale	91206
Probation (PROB)	1 E Regent St	Inglewood	90301
Probation (PROB)	110 E Regent St	Inglewood	90301
Probation (PROB)	923 Redondo Blvd	Inglewood	90302
Probation (PROB)	6601 Stephens Ranch Rd	La Verne	91750
Probation (PROB)	6631 Stephens Ranch Rd	La Verne	91750
Probation (PROB)	42011 4th St West	Lancaster	93534
Probation (PROB)	43423 Division St	Lancaster	93535
Probation (PROB)	43917 Division St	Lancaster	93535

LOCATIONS

Probation (PROB)	5300 W Ave I	Lancaster	93536
Probation (PROB)	275 Magnolia Ave	Long Beach	90802
Probation (PROB)	3701 E Willow St	Long Beach	90815
Probation (PROB)	8526 Grape St	Los Angeles	90001
Probation (PROB)	1945 S Hill St	Los Angeles	90007
Probation (PROB)	3530 Wilshire Blvd	Los Angeles	90010
Probation (PROB)	236 E 58th St	Los Angeles	90011
Probation (PROB)	210 W Temple St	Los Angeles	90012
Probation (PROB)	320 W Temple St	Los Angeles	90012
Probation (PROB)	433 Bauchet St	Los Angeles	90012
Probation (PROB)	450 Bauchet St	Los Angeles	90012
Probation (PROB)	5811 S San Pedro St	Los Angeles	90013
Probation (PROB)	3606 W Exposition Blvd	Los Angeles	90016
Probation (PROB)	4549 Telegraph Rd	Los Angeles	90022
Probation (PROB)	4848 Civic Center Way	Los Angeles	90022
Probation (PROB)	4849 Civic Center Way	Los Angeles	90022
Probation (PROB)	11151 Missouri Ave	Los Angeles	90025
Probation (PROB)	1925 Daly St	Los Angeles	90031
Probation (PROB)	1401 Biggy St	Los Angeles	90033
Probation (PROB)	1601 Eastlake Ave	Los Angeles	90033
Probation (PROB)	1605 Eastlake Ave	Los Angeles	90033
Probation (PROB)	1500 S MacDonnell Ave	Los Angeles	90040
Probation (PROB)	1330 W Imperial Hwy	Los Angeles	90044
Probation (PROB)	8300 S Vermont Ave	Los Angeles	90044
Probation (PROB)	11701 S La Cienega Blvd	Los Angeles	90045
Probation (PROB)	7001 St Andrews Pl	Los Angeles	90047
Probation (PROB)	11701 Alameda St	Lynwood	90059
Probation (PROB)	427 Encinal Canyon Rd	Mailbu	90265
Probation (PROB)	433 Encinal Canyon Rd	Mailbu	90265
Probation (PROB)	12720 Norwalk Blvd	Norwalk	90650
Probation (PROB)	12605 Osborne St	Pacoima	91331
Probation (PROB)	13557 Van Nuys Blvd	Pacoima	91331
Probation (PROB)	300 E Walnut Ave	Pasadena	91101
Probation (PROB)	3300 Sandoval Ave	Pico Rivera	90660
Probation (PROB)	1660 W Mission Blvd	Pomona	91766
Probation (PROB)	400 Civic Center Plaza	Pomona	91766
Probation (PROB)	1900 N Sycamore Canyon Rd	San Dimas	91773
Probation (PROB)	1900 Sycamore Canyon Rd	San Dimas	91773
Probation (PROB)	900 3rd St	San Fernando	91340
Probation (PROB)	28750 N Bouquet Canyon Rd	Santa Clarita	91390
Probation (PROB)	1725 Main St	Santa Monica	90401
Probation (PROB)	16350 Filbert St	Sylmar	91342
Probation (PROB)	3221 Torrance Blvd	Torrance	90503
Probation (PROB)	825 Maple Ave	Torrance	90503
Probation (PROB)	23759 Valencia Blvd	Valencia	91355
Probation (PROB)	14400 Erwin St	Van Nuys	91401
Probation (PROB)	7555 Van Nuys Blvd	Van Nuys	91405
Probation (PROB)	14414 Delano St	Van Nuys	91411
Probation (PROB)	1427 W West Covina Pkwy	West Covina	91790
Probation (PROB)	7639 Painter Ave	Whittier	90602
Probation (PROB)	8240 Broadway Ave	Whittier	90606
Public Defender (PUBDEF)	150 W Commonwealth Ave	Alhambra	91801
Public Defender (PUBDEF)	1611 S Garfield Ave	Alhambra	91801
Public Defender (PUBDEF)	10025 Flower St	Bellflower	90706
Public Defender (PUBDEF)	9928 Flower St	Bellflower	90706
Public Defender (PUBDEF)	300 E Olive Ave	Burbank	91502
Public Defender (PUBDEF)	9425 Penfield Ave	Chatsworth	91311
Public Defender (PUBDEF)	200 W Compton Blvd	Compton	90220
Public Defender (PUBDEF)	7281 Quill Dr	Downey	90242
Public Defender (PUBDEF)	7500 Imperial Hwy	Downey	90242
Public Defender (PUBDEF)	11234 Valley Blvd	El Monte	91731
Public Defender (PUBDEF)	600 E Broadway	Glendale	91206
Public Defender (PUBDEF)	1 E Regent St	Inglewood	90301
Public Defender (PUBDEF)	42011 4th St West	Lancaster	93534
Public Defender (PUBDEF)	24340 Narbonne Ave	Lomita	90717
Public Defender (PUBDEF)	275 Magnolia Ave	Long Beach	90802
Public Defender (PUBDEF)	600 S Commonwealth Ave	Los Angeles	90005
Public Defender (PUBDEF)	1945 S Hill St	Los Angeles	90007
Public Defender (PUBDEF)	210 W Temple St	Los Angeles	90012
Public Defender (PUBDEF)	320 W Temple St	Los Angeles	90012
Public Defender (PUBDEF)	429 Bauchet St	Los Angeles	90012
Public Defender (PUBDEF)	4848 Civic Center Way	Los Angeles	90022
Public Defender (PUBDEF)	1601 Eastlake Ave	Los Angeles	90033
Public Defender (PUBDEF)	11701 S La Cienega Blvd	Los Angeles	90045
Public Defender (PUBDEF)	11701 Alameda St	Lynwood	90059
Public Defender (PUBDEF)	12440 Firestone Blvd	Norwalk	90650
Public Defender (PUBDEF)	12720 Norwalk Blvd	Norwalk	90650
Public Defender (PUBDEF)	221 E Walnut St	Pasadena	91101
Public Defender (PUBDEF)	300 E Walnut St	Pasadena	91101
Public Defender (PUBDEF)	101 W Mission Blvd	Pomona	91766
Public Defender (PUBDEF)	300 S Park Ave	Pomona	91766
Public Defender (PUBDEF)	303 N Maclay Ave	San Fernando	91340
Public Defender (PUBDEF)	900 3rd St	San Fernando	91340
Public Defender (PUBDEF)	23747 Valencia Blvd	Santa Clarita	91355
Public Defender (PUBDEF)	9830 Norwalk Blvd	Santa Fe Springs	90670
Public Defender (PUBDEF)	16350 Filbert St	Sylmar	91342
Public Defender (PUBDEF)	3655 Torrance Blvd	Torrance	90503
Public Defender (PUBDEF)	14400 Erwin St	Van Nuys	91401
Public Defender (PUBDEF)	14553 Delano St	Van Nuys	91411

LOCATIONS

Public Defender (PUBDEF)	1427 W West Covina Pkwy	West Covina	91790
Public Defender (PUBDEF)	1501 W Cameron Ave	West Covina	91790
Public Health (PH)	30500 Arrastre Canyon Rd	Acton	93510
Public Health (PH)	150 W Commonwealth Ave	Alhambra	91801
Public Health (PH)	1000 S Fremont Ave	Alhambra	91803
Public Health (PH)	5050 Commerce Dr	Baldwin Park	91706
Public Health (PH)	1101 W Magnolia Blvd	Burbank	91506
Public Health (PH)	26600 Agoura Rd	Calabasas	91302
Public Health (PH)	21515 Vanowen St	Canoga Park	91303
Public Health (PH)	1745 Lynoak Dr	Claremont	91711
Public Health (PH)	1417 S Central Ave	Compton	90220
Public Health (PH)	6101 W Centinela Ave	Culver City	90230
Public Health (PH)	12340 Woodruff Ave	Downey	90242
Public Health (PH)	12750 Erickson Ave	Downey	90242
Public Health (PH)	3400 Aero Jet Ave	El Monte	91731
Public Health (PH)	9320 Telstar Ave	El Monte	91731
Public Health (PH)	4544 Maxson Rd	El Monte	91732
Public Health (PH)	15805 S Budlong Ave.	Gardena	90247
Public Health (PH)	501 N Glendale Ave	Glendale	91206
Public Health (PH)	1700 E Mountain St	Glendale	91207
Public Health (PH)	2660 E 57th St	Huntington Park	90255
Public Health (PH)	6222 State St	Huntington Park	90255
Public Health (PH)	123 W Manchester Blvd	Inglewood	90301
Public Health (PH)	9800 S La Cienega Blvd	Inglewood	90301
Public Health (PH)	800 Tonopah Ave	La Puente	91744
Public Health (PH)	44226 10th St W	Lancaster	93534
Public Health (PH)	335 A East Ave K-6	Lancaster	93535
Public Health (PH)	335 B East Ave K-6	Lancaster	93535
Public Health (PH)	44929 5th St E	Lancaster	93535
Public Health (PH)	44900 N 60th St W	Lancaster	93536
Public Health (PH)	275 Magnolia Ave	Long Beach	90802
Public Health (PH)	2221 Argonne Ave	Long Beach	90815
Public Health (PH)	5850 S Main St	Los Angeles	90003
Public Health (PH)	600 S Commonwealth Ave	Los Angeles	90005
Public Health (PH)	695 S Vermont Ave	Los Angeles	90005
Public Health (PH)	1925 S Budlong Ave	Los Angeles	90007
Public Health (PH)	1945 S Hill St	Los Angeles	90007
Public Health (PH)	2615 S Grand Ave	Los Angeles	90007
Public Health (PH)	3530 Wilshire Blvd	Los Angeles	90010
Public Health (PH)	241 N Figueroa St	Los Angeles	90012
Public Health (PH)	313 N Figueroa St	Los Angeles	90012
Public Health (PH)	441 Bauchet St	Los Angeles	90012
Public Health (PH)	522 S. San Pedro St	Los Angeles	90013
Public Health (PH)	2302 S Gramercy Pl	Los Angeles	90018
Public Health (PH)	245 S Fetterly Ave	Los Angeles	90022
Public Health (PH)	4540 Michigan Ave	Los Angeles	90022
Public Health (PH)	4801 E 3rd St	Los Angeles	90022
Public Health (PH)	4848 Civic Center Way	Los Angeles	90022
Public Health (PH)	5555 Ferguson Dr	Los Angeles	90022
Public Health (PH)	1200 N State St	Los Angeles	90033
Public Health (PH)	2010 Zonal Ave	Los Angeles	90033
Public Health (PH)	5205 Melrose Ave	Los Angeles	90038
Public Health (PH)	11833 Wilmington Ave	Los Angeles	90059
Public Health (PH)	12012 Compton Ave	Los Angeles	90059
Public Health (PH)	3834 S Western Ave	Los Angeles	90062
Public Health (PH)	133 N Sunol Dr	Los Angeles	90063
Public Health (PH)	3960 S Centinela Ave	Los Angeles	90066
Public Health (PH)	15643 Sherman Way	Los Angeles	91406
Public Health (PH)	330 W Maple Ave	Monrovia	91016
Public Health (PH)	5300 Tujunga Ave	North Hollywood	91601
Public Health (PH)	12827 Saticoy St	North Hollywood	91605
Public Health (PH)	12440 Imperial Hwy	Norwalk	90650
Public Health (PH)	14821 Jersey Ave	Norwalk	90650
Public Health (PH)	13300 Van Nuys Blvd	Pacoima	91331
Public Health (PH)	35005 Hillcrest Dr	Palmdale	93552
Public Health (PH)	37005 Hillcrest Dr	Palmdale	93552
Public Health (PH)	14500 Roscoe Blvd	Panorama City	91402
Public Health (PH)	315 N Pasadena Ave	Pasadena	91103
Public Health (PH)	400 Civic Center Plaza	Pomona	91766
Public Health (PH)	750 S Park Ave	Pomona	91766
Public Health (PH)	1820 Havemeyer Ln	Redondo Beach	90278
Public Health (PH)	19451 Wyandotte St	Reseda	91335
Public Health (PH)	122 W 8th St	San Pedro	90731
Public Health (PH)	308 S Weymouth Ave	San Pedro	90731
Public Health (PH)	19420 W Sierra Estates Dr	Santa Clarita	91321
Public Health (PH)	26415 Carl Boyer Dr	Santa Clarita	91350
Public Health (PH)	2509 Pico Blvd	Santa Monica	90401
Public Health (PH)	11012 Garfield Ave	South Gate	90280
Public Health (PH)	14445 Olive View Dr	Sylmar	91342
Public Health (PH)	1000 W Carson St	Torrance	90502
Public Health (PH)	711 Del Amo Blvd	Torrance	90502
Public Health (PH)	7555 Van Nuys Blvd	Van Nuys	91405
Public Health (PH)	1427 W West Covina Pkwy	West Covina	91790
Public Health (PH)	1435 W West Covina Pkwy	West Covina	91790
Public Health (PH)	7643 S Painter Ave	Whittier	90602
Public Health (PH)	7804 Thornlake Ave	Whittier	90606
Public Library (PL)	1327 Foothill Blvd	Acton	93510
Public Library (PL)	33792 Crown Valley Rd	Acton	93510
Public Library (PL)	29901 Ladyface Ct	Agoura Hills	91301

LOCATIONS

Public Library (PL)	4153 E Live Oak Ave	Arcadia	91006
Public Library (PL)	18801 Elaine Ave	Artesia	90701
Public Library (PL)	215 Sumner Ave	Avalon	90704
Public Library (PL)	4181 Baldwin Park Blvd	Baldwin Park	91706
Public Library (PL)	4411 Gage Ave	Bell	90201
Public Library (PL)	7110 Garfield Ave	Bell Gardens	90201
Public Library (PL)	9945 Flower St	Bellflower	90706
Public Library (PL)	150 E 216th St	Carson	90745
Public Library (PL)	151 E Carson St	Carson	90745
Public Library (PL)	17906 Avalon Blvd	Carson	90746
Public Library (PL)	27971 Sloan Canyon Rd	Castaic	91384
Public Library (PL)	208 N Harvard Blvd	Claremont	91711
Public Library (PL)	240 W Compton Blvd	Compton	90220
Public Library (PL)	20540 E Arrow Hwy	Covina	91724
Public Library (PL)	5218 Santa Ana St	Cudahy	90201
Public Library (PL)	4975 Overland Ave	Culver City	90230
Public Library (PL)	21800 Copley Dr	Diamond Bar	91765
Public Library (PL)	7400 Imperial Hwy	Downey	90242
Public Library (PL)	1301 Buena Vista St	Duarte	91010
Public Library (PL)	4205 E Compton Blvd	East Rancho Dominguez	90221
Public Library (PL)	3224 Tyler Ave	El Monte	91731
Public Library (PL)	4550 Peck Rd	El Monte	91732
Public Library (PL)	1731 W Gardena Blvd	Gardena	90247
Public Library (PL)	14433 Crenshaw Blvd	Gardena	90249
Public Library (PL)	16010 La Monde St	Hacienda Heights	91745
Public Library (PL)	11940 Carson St	Hawaiian Gardens	90716
Public Library (PL)	12700 Grevillea Ave	Hawthorne	90250
Public Library (PL)	5335 W 135th St	Hawthorne	90250
Public Library (PL)	550 Pier Ave	Hermosa Beach	90254
Public Library (PL)	6518 Miles Ave	Huntington Park	90255
Public Library (PL)	4545 Oakwood Ave	La Canada Flintridge	91011
Public Library (PL)	2809 Foothill Blvd	La Crescenta	91214
Public Library (PL)	13800 La Mirada Blvd	La Mirada	90638
Public Library (PL)	15920 Central Ave	La Puente	91744
Public Library (PL)	840 N Puente Ave	La Puente	91746
Public Library (PL)	3640 D St	La Verne	91750
Public Library (PL)	4990 Clark Ave	Lakewood	90713
Public Library (PL)	6600 Del Amo Blvd	Lakewood	90713
Public Library (PL)	601 W Lancaster Blvd	Lancaster	93534
Public Library (PL)	14615 Burin Ave	Lawndale	90260
Public Library (PL)	4359 Lennox Blvd	Lennox	90304
Public Library (PL)	35119 80th St E	Littlerock	93543
Public Library (PL)	24200 Narbonne Ave	Lomita	90717
Public Library (PL)	1610 E Florence Ave	Los Angeles	90001
Public Library (PL)	1900 Firestone Blvd	Los Angeles	90001
Public Library (PL)	4837 E 3rd St	Los Angeles	90022
Public Library (PL)	4264 Whittier Blvd	Los Angeles	90023
Public Library (PL)	3854 W 54th St	Los Angeles	90043
Public Library (PL)	1340 W 106th St	Los Angeles	90044
Public Library (PL)	11838 Wilmington Ave	Los Angeles	90059
Public Library (PL)	150 E El Segundo Blvd	Los Angeles	90061
Public Library (PL)	3965 E Cesar E Chavez Ave	Los Angeles	90063
Public Library (PL)	4025 City Terrace Dr	Los Angeles	90063
Public Library (PL)	11320 Bullis Rd	Lynwood	90059
Public Library (PL)	23519 W Civic Center Way	Malibu	90265
Public Library (PL)	1320 Highland Ave	Manhattan Beach	90266
Public Library (PL)	4533 Admiralty Way	Marina del Rey	90292
Public Library (PL)	4323 Slauson Ave	Maywood	90270
Public Library (PL)	1060 S Greenwood Ave	Montebello	90640
Public Library (PL)	1550 W Beverly Blvd	Montebello	90640
Public Library (PL)	25950 The Old Rd	Newhall	91381
Public Library (PL)	11949 Alondra Blvd	Norwalk	90650
Public Library (PL)	12348 Imperial Hwy	Norwalk	90650
Public Library (PL)	16921 E Ave O	Palmdale	93591
Public Library (PL)	16254 Colorado Ave	Paramount	90723
Public Library (PL)	7828 Serapis Ave	Pico Rivera	90660
Public Library (PL)	9001 Mines Ave	Pico Rivera	90660
Public Library (PL)	42018 N 50th St W	Quartz Hill	93536
Public Library (PL)	8800 Valley Blvd	Rosemead	91770
Public Library (PL)	1850 Nogales St	Rowland Heights	91748
Public Library (PL)	145 N Walnut Ave	San Dimas	91773
Public Library (PL)	217 N Maclay Ave	San Fernando	91340
Public Library (PL)	500 S Del Mar Ave	San Gabriel	91776
Public Library (PL)	21182 Centre Pointe Pkwy	Santa Clarita	91350
Public Library (PL)	1430 Central Ave	South El Monte	91733
Public Library (PL)	12000 Garfield Ave	South Gate	90280
Public Library (PL)	4035 Tweedy Blvd	South Gate	90280
Public Library (PL)	5939 Golden West Ave	Temple City	91780
Public Library (PL)	122 N Topanga Canyon Blvd	Topanga	90290
Public Library (PL)	21155 La Puente Rd	Walnut	91789
Public Library (PL)	1601 W West Covina Pkwy	West Covina	91790
Public Library (PL)	625 N San Vicente Blvd	West Hollywood	90069
Public Library (PL)	31220 Oak Crest Dr	Westlake Village	91361
Public Library (PL)	11543 Colima Rd	Whittier	90604
Public Library (PL)	6934 Broadway Ave	Whittier	90606
Public Library (PL)	8511 Duchess Dr	Whittier	90606
Public Social Services (DPSS)	5460 Bandini Blvd	Bell Gardens	90201
Public Social Services (DPSS)	3307 N Glenoaks Blvd	Burbank	91504
Public Social Services (DPSS)	27233 Camp Plenty Rd	Canyon Country	91351

LOCATIONS

Public Social Services (DPSS)	21415 Plummer St	Chatsworth	91311
Public Social Services (DPSS)	21615 Plummer St	Chatsworth	91311
Public Social Services (DPSS)	17171 Gale Ave	City Of Industry	91745
Public Social Services (DPSS)	12801 Crossroads Pkwy S	City Of Industry	91746
Public Social Services (DPSS)	12820 Crossroads Pkwy S	City Of Industry	91746
Public Social Services (DPSS)	12860 Crossroads Pkwy S	City Of Industry	91746
Public Social Services (DPSS)	12900 Crossroads Pkwy S	City Of Industry	91746
Public Social Services (DPSS)	2700 Garfield Ave	Commerce	90040
Public Social Services (DPSS)	211 E Alondra Blvd	Compton	90220
Public Social Services (DPSS)	17600-A S Santa Fe Ave	Compton	90221
Public Social Services (DPSS)	17600-B S Santa Fe Ave	Compton	90221
Public Social Services (DPSS)	17600-C S Santa Fe Ave	Compton	90221
Public Social Services (DPSS)	2959 E Victoria St	Compton	90221
Public Social Services (DPSS)	2961 E Victoria St	Compton	90221
Public Social Services (DPSS)	8130 Atlantic Ave	Cudahy	90201
Public Social Services (DPSS)	3216 Rosemead Blvd	El Monte	91731
Public Social Services (DPSS)	3220 Rosemead Blvd	El Monte	91731
Public Social Services (DPSS)	3350 Aero Jet Ave	El Monte	91731
Public Social Services (DPSS)	3355 Aero Jet Ave	El Monte	91731
Public Social Services (DPSS)	3400 Aero Jet Ave	El Monte	91731
Public Social Services (DPSS)	9320 Telstar Ave	El Monte	91731
Public Social Services (DPSS)	4680 San Fernando Rd	Glendale	91204
Public Social Services (DPSS)	12000 Hawthorne Blvd	Hawthorne	90250
Public Social Services (DPSS)	9800 S La Cienega Blvd	Inglewood	90301
Public Social Services (DPSS)	335 C East Ave K-6	Lancaster	93535
Public Social Services (DPSS)	337 East Ave K-10	Lancaster	93535
Public Social Services (DPSS)	349 East Ave K-6	Lancaster	93535
Public Social Services (DPSS)	1740 E Gage Ave	Los Angeles	90001
Public Social Services (DPSS)	2615 S Grand Ave	Los Angeles	90007
Public Social Services (DPSS)	2707 S Grand Ave	Los Angeles	90007
Public Social Services (DPSS)	3435 Wilshire Blvd	Los Angeles	90010
Public Social Services (DPSS)	566 S San Pedro St	Los Angeles	90013
Public Social Services (DPSS)	813 E 4th Pl	Los Angeles	90013
Public Social Services (DPSS)	5445 Whittier Blvd	Los Angeles	90022
Public Social Services (DPSS)	2855 E Olympic Blvd	Los Angeles	90023
Public Social Services (DPSS)	2200 Humboldt St	Los Angeles	90031
Public Social Services (DPSS)	4077 N Mission Rd	Los Angeles	90033
Public Social Services (DPSS)	8300 S Vermont Ave	Los Angeles	90044
Public Social Services (DPSS)	5200 W Century Blvd	Los Angeles	90045
Public Social Services (DPSS)	2415 W 6th St	Los Angeles	90057
Public Social Services (DPSS)	2601 Wilshire Blvd	Los Angeles	90057
Public Social Services (DPSS)	10728 S Central Ave	Los Angeles	90059
Public Social Services (DPSS)	1819 W 120th St	Los Angeles	90059
Public Social Services (DPSS)	3833 S Vermont Ave	Los Angeles	90062
Public Social Services (DPSS)	11110 W Pico Blvd	Los Angeles	90064
Public Social Services (DPSS)	9451 Corbin Ave	Northridge	91324
Public Social Services (DPSS)	12440 Imperial Hwy	Norwalk	90650
Public Social Services (DPSS)	12727 Norwalk Blvd	Norwalk	90650
Public Social Services (DPSS)	14714 Carmenita Rd	Norwalk	90650
Public Social Services (DPSS)	1050 E Palmdale Blvd	Palmdale	93550
Public Social Services (DPSS)	955 N Lake Ave	Pasadena	91104
Public Social Services (DPSS)	360 E Mission Blvd	Pomona	91766
Public Social Services (DPSS)	2255 N Garey Ave	Pomona	91767
Public Social Services (DPSS)	416 N Garey Ave	Pomona	91767
Public Social Services (DPSS)	2040 W Holt Ave	Pomona	91768
Public Social Services (DPSS)	222 W 6th St	San Pedro	90731
Public Social Services (DPSS)	2701 Firestone Blvd	South Gate	90280
Public Social Services (DPSS)	9188 Glenoaks Blvd	Sun Valley	91352
Public Social Services (DPSS)	7555 Van Nuys Blvd	Van Nuys	91405
Public Social Services (DPSS)	7755 Van Nuys Blvd	Van Nuys	91405
Public Works (DPW)	29773 Mulholland Hwy	Agoura Hills	91301
Public Works (DPW)	1000 S Fremont Ave	Alhambra	91803
Public Works (DPW)	718 S Date Ave	Alhambra	91803
Public Works (DPW)	900 S Fremont Ave	Alhambra	91803
Public Works (DPW)	125 S Baldwin Ave	Arcadia	91007
Public Works (DPW)	18747 Clarkdale Ave	Artesia	90701
Public Works (DPW)	9700 N San Gabriel	Azusa	91702
Public Works (DPW)	San Gabriel Canyon	Azusa	91702
Public Works (DPW)	14747 Ramona Blvd	Baldwin Park	91706
Public Works (DPW)	26600 Agoura Rd	Calabasas	91302
Public Works (DPW)	17931 Sierra Hwy	Canyon Country	91351
Public Works (DPW)	701 E Carson St	Carson	90745
Public Works (DPW)	27624 Parker Rd	Castaic	91384
Public Works (DPW)	18125 Bloomfield Ave	Cerritos	90703
Public Works (DPW)	15625 Stafford St	City Of Industry	91744
Public Works (DPW)	2535 Commerce Wy	Commerce	90040
Public Works (DPW)	11282 Garfield Ave	Downey	90242
Public Works (DPW)	3916 Dunsmore Ave	Glendale	91214
Public Works (DPW)	Glendora Mountain Rd	Glendora	90741
Public Works (DPW)	161 Valencia St	Glendora	91740
Public Works (DPW)	160 Longden Ave	Irwindale	91706
Public Works (DPW)	16102 Arrow Hwy	Irwindale	91706
Public Works (DPW)	2849 Myrtle Ave	Irwindale	91706
Public Works (DPW)	1327 Foothill Blvd	La Canada Flintridge	91011
Public Works (DPW)	4628 Briggs Ave	La Crescenta	91214
Public Works (DPW)	14514 Central Ave	La Puente	91744
Public Works (DPW)	16005 Central Ave	La Puente	91744
Public Works (DPW)	14959 Proctor Ave	La Puente	91746
Public Works (DPW)	3331 San Dimas Canyon Rd	La Verne	91750

LOCATIONS

Public Works (DPW)	17201 Elizabeth Lake Rd	Lake Hughes	93532
Public Works (DPW)	5050 Clark Ave	Lakewood	90713
Public Works (DPW)	17341 E Ave J	Lancaster	93535
Public Works (DPW)	260 E Ave K-8	Lancaster	93535
Public Works (DPW)	335A E Ave K-6	Lancaster	93535
Public Works (DPW)	45712 Division St	Lancaster	93535
Public Works (DPW)	4859 W Ave L-12	Lancaster	93536
Public Works (DPW)	4055 Marine Ave	Lawndale	90260
Public Works (DPW)	49530 Gorman Post Rd	Littlerock	93543
Public Works (DPW)	8505 E Ave T	Littlerock	93543
Public Works (DPW)	24309 Walnut St	Lomita	90717
Public Works (DPW)	24320 Narbonne Ave	Lomita	90717
Public Works (DPW)	881 Iroquois Ave	Long Beach	90815
Public Works (DPW)	1129 E 59th St	Los Angeles	90001
Public Works (DPW)	2120 E 90th St	Los Angeles	90002
Public Works (DPW)	450 Bauchet St	Los Angeles	90012
Public Works (DPW)	4305 Eugene St	Los Angeles	90022
Public Works (DPW)	4801 E 3rd St	Los Angeles	90022
Public Works (DPW)	1537 Alcazar St	Los Angeles	90033
Public Works (DPW)	2275 Alcazar St	Los Angeles	90033
Public Works (DPW)	1320 W Imperial Hwy	Los Angeles	90044
Public Works (DPW)	5530 W 83rd St	Los Angeles	90045
Public Works (DPW)	12021 Wilmington Ave	Los Angeles	90059
Public Works (DPW)	252 Mountain View St	Los Angeles	91001
Public Works (DPW)	23533 Civic Center Wy	Malibu	90265
Public Works (DPW)	3620 Vista Pacifica	Malibu	90265
Public Works (DPW)	3637 Winter Canyon Rd	Malibu	90265
Public Works (DPW)	3863 Malibu Country Dr	Malibu	90265
Public Works (DPW)	6338 Paseo Canyon Rd	Malibu	90265
Public Works (DPW)	2230 N Santa Anita	Monrovia	91016
Public Works (DPW)	W Fork San Gabriel	Monrovia	91016
Public Works (DPW)	353 Van Norman Rd	Montebello	90640
Public Works (DPW)	13436 Saticoy St	North Hollywood	91605
Public Works (DPW)	38126 Sierra Hwy	Palmdale	93550
Public Works (DPW)	1065 La Canada Verdugo Rd	Pasadena	91103
Public Works (DPW)	2811 Woodlyn Rd	Pasadena	91107
Public Works (DPW)	2986 New York Dr	Pasadena	91107
Public Works (DPW)	9521 Beverly Blvd	Pico Rivera	90660
Public Works (DPW)	615 Anita St	Redondo Beach	90278
Public Works (DPW)	1000 Block S San Dimas Ave	San Dimas	91773
Public Works (DPW)	118 Pony Express Ct	San Dimas	91773
Public Works (DPW)	22234 Placerita Canyon Rd	Santa Clarita	91321
Public Works (DPW)	21190 Centre Pointe Pkwy	Santa Clarita	91350
Public Works (DPW)	23747 Valencia Blvd	Santa Clarita	91355
Public Works (DPW)	23757 Valencia Blvd	Santa Clarita	91355
Public Works (DPW)	11710 Telegraph Rd	Santa Fe Springs	90670
Public Works (DPW)	12015 Shoemaker Ave	Santa Fe Springs	90670
Public Works (DPW)	5525 Imperial Hwy	South Gate	90280
Public Works (DPW)	10179 Glenoaks Blvd	Sun Valley	91352
Public Works (DPW)	15300 Pacoima Canyon Rd	Sylmar	91342
Public Works (DPW)	5213 Encinita Ave	Temple City	91780
Public Works (DPW)	21820 Normandie Ave	Torrance	90502
Public Works (DPW)	809 Big Tujunga	Tujunga	93534
Public Works (DPW)	100 Universal City Plaza	Universal City	91608
Public Works (DPW)	28245 Crocker Ave	Valencia	91355
Public Works (DPW)	19865 E Walnut Dr	Walnut	91789
Public Works (DPW)	13523 Telegraph Rd	Whittier	90605
Regional Planning (RP)	125 S Baldwin Ave	Arcadia	91007
Regional Planning (RP)	26600 Agoura Rd	Calabasas	91302
Regional Planning (RP)	1199 Fairway Dr	City Of Industry	91789
Regional Planning (RP)	16005 E Central Ave	La Puente	91744
Regional Planning (RP)	335 A East Ave K-6	Lancaster	93535
Regional Planning (RP)	320 W Temple St	Los Angeles	90012
Regional Planning (RP)	4801 E 3rd St	Los Angeles	90022
Regional Planning (RP)	1320 W Imperial Hwy	Los Angeles	90044
Regional Planning (RP)	8928 Sunland Blvd	Sun Valley	91352
Regional Planning (RP)	23757 Valencia Blvd	Valencia	91355
Registrar Recorder/County Clerk (RRCC)	9355 Burton Wy	Beverly Hills	90210
Registrar Recorder/County Clerk (RRCC)	12860 Crossroads Pkwy S	City Of Industry	91746
Registrar Recorder/County Clerk (RRCC)	44509 16th St W	Lancaster	93534
Registrar Recorder/County Clerk (RRCC)	7807 Compton Ave	Los Angeles	90001
Registrar Recorder/County Clerk (RRCC)	4716 E Cesar Chavez Ave	Los Angeles	90022
Registrar Recorder/County Clerk (RRCC)	11701 S La Cienega Blvd	Los Angeles	90045
Registrar Recorder/County Clerk (RRCC)	12400 Imperial Hwy	Norwalk	90650
Registrar Recorder/County Clerk (RRCC)	12680 Corral Pl	Santa Fe Springs	90670
Registrar Recorder/County Clerk (RRCC)	14340 Sylvan St	Van Nuys	91401
Sheriff (LASD)	780 E Altadena Dr	Altadena	91001
Sheriff (LASD)	215 Sumner Ave	Avalon	90704
Sheriff (LASD)	10025 E Flower St	Bellflower	90706
Sheriff (LASD)	16615 Bellflower Blvd	Bellflower	90706
Sheriff (LASD)	27050 Agoura Rd	Calabasas	91301
Sheriff (LASD)	21356 S Avalon Blvd	Carson	90745
Sheriff (LASD)	29300 The Old Rd	Castaic	91384
Sheriff (LASD)	29310 The Old Rd	Castaic	91384
Sheriff (LASD)	29320 The Old Rd	Castaic	91384
Sheriff (LASD)	29330 The Old Rd	Castaic	91384
Sheriff (LASD)	29340 The Old Rd	Castaic	91384
Sheriff (LASD)	29350 The Old Rd	Castaic	91384
Sheriff (LASD)	29380 The Old Rd	Castaic	91384

LOCATIONS

Sheriff (LASD)	18135 Bloomfield Ave	Cerritos	90703
Sheriff (LASD)	9425 Penfield Ave	Chatsworth	91311
Sheriff (LASD)	150 N Hudson Ave	City Of Industry	91744
Sheriff (LASD)	4900 Eastern Ave	Commerce	90040
Sheriff (LASD)	200 W Compton Blvd	Compton	90220
Sheriff (LASD)	301 S Willowbrook Ave	Compton	90220
Sheriff (LASD)	4835 Clara St	Cudahy	90201
Sheriff (LASD)	9000 Overland Ave	Culver City	90230
Sheriff (LASD)	13001 Dahlia St	Downey	90242
Sheriff (LASD)	7281 Quill Dr	Downey	90242
Sheriff (LASD)	7500 Imperial Hwy	Downey	90242
Sheriff (LASD)	7717 Golondrinas St	Downey	90242
Sheriff (LASD)	1042 E Huntington Rd	Duarte	91010
Sheriff (LASD)	9040 Telstar Ave	El Monte	91731
Sheriff (LASD)	11940 Carson St	Hawaiian Gardens	90716
Sheriff (LASD)	1 Regent St	Inglewood	90301
Sheriff (LASD)	4331 Lennox Blvd	Inglewood	90304
Sheriff (LASD)	4554 Briggs Ave	La Crescenta	91214
Sheriff (LASD)	13716 La Mirada Blvd	La Mirada	90638
Sheriff (LASD)	1805 Mckinley Ave	La Verne	91750
Sheriff (LASD)	5130 N Clark Ave	Lakewood	90713
Sheriff (LASD)	1010 W Ave J	Lancaster	93534
Sheriff (LASD)	1040 W Ave J	Lancaster	93534
Sheriff (LASD)	42011 4th St	Lancaster	93534
Sheriff (LASD)	45021 Sierra Hwy	Lancaster	93534
Sheriff (LASD)	501 W Lancaster Blvd	Lancaster	93534
Sheriff (LASD)	42045 50th St W	Lancaster	93535
Sheriff (LASD)	45100 60th St W	Lancaster	93536
Sheriff (LASD)	15331 Prairie Ave	Lawndale	90260
Sheriff (LASD)	26123 Narbonne Ave	Lomita	90717
Sheriff (LASD)	275 Magnolia Ave	Long Beach	90802
Sheriff (LASD)	3235 Lakewood Ave	Long Beach	90808
Sheriff (LASD)	4310 Donald Douglas	Long Beach	90808
Sheriff (LASD)	7901 Compton Ave	Los Angeles	90001
Sheriff (LASD)	2615 S Grand Ave	Los Angeles	90007
Sheriff (LASD)	3055 Wilshire Blvd	Los Angeles	90010
Sheriff (LASD)	110 N Grand Ave	Los Angeles	90012
Sheriff (LASD)	111 N Hill St	Los Angeles	90012
Sheriff (LASD)	12910 Athens Way	Los Angeles	90012
Sheriff (LASD)	210 W Temple St	Los Angeles	90012
Sheriff (LASD)	211 W Temple St	Los Angeles	90012
Sheriff (LASD)	441 Bauchet St	Los Angeles	90012
Sheriff (LASD)	450 Bauchet St	Los Angeles	90012
Sheriff (LASD)	400 W Washington Blvd	Los Angeles	90015
Sheriff (LASD)	4848 Civic Center Way	Los Angeles	90022
Sheriff (LASD)	5019 E 3rd St	Los Angeles	90022
Sheriff (LASD)	855 N Vermont Ave	Los Angeles	90029
Sheriff (LASD)	1800 Paseo Rancho Castilla	Los Angeles	90032
Sheriff (LASD)	2051 Marengo St	Los Angeles	90033
Sheriff (LASD)	1310 W Imperial Hwy	Los Angeles	90044
Sheriff (LASD)	5357 Centinela Ave	Los Angeles	90045
Sheriff (LASD)	9100 Sepulveda	Los Angeles	90045
Sheriff (LASD)	1600 W Imperial Hwy	Los Angeles	90047
Sheriff (LASD)	2020 W Beverly Blvd	Los Angeles	90057
Sheriff (LASD)	2000 E Imperial Hwy	Los Angeles	90059
Sheriff (LASD)	1060 N Eastern Ave	Los Angeles	90063
Sheriff (LASD)	1104 N Eastern Ave	Los Angeles	90063
Sheriff (LASD)	1112 E Sheriff Rd	Los Angeles	90063
Sheriff (LASD)	1275 N Eastern Ave	Los Angeles	90063
Sheriff (LASD)	1277 N Eastern Ave	Los Angeles	90063
Sheriff (LASD)	4500 E City Terrace Dr	Los Angeles	90063
Sheriff (LASD)	11703 S Alameda St	Los Angeles	90262
Sheriff (LASD)	11911 Vermont Ave	Los Angeles	90650
Sheriff (LASD)	1000 Universal Studios Blvd	Los Angeles	91608
Sheriff (LASD)	11701 Alameda St	Lynwood	90059
Sheriff (LASD)	11705 Alemeda St	Lynwood	90059
Sheriff (LASD)	11707 Alameda St	Lynwood	90059
Sheriff (LASD)	13851 Fiji Way	Marina Del Rey	90292
Sheriff (LASD)	1301 Avenida Cesar Chavez	Monterey Park	91754
Sheriff (LASD)	201 Center Plaza Dr	Monterey Park	91754
Sheriff (LASD)	201 Center Plaza Dr	Monterey Park	91754
Sheriff (LASD)	2525 Corporate Pl	Monterey Park	91754
Sheriff (LASD)	4700 W Ramona Blvd	Monterey Park	91754
Sheriff (LASD)	901 Corporate Center Dr	Monterey Park	91754
Sheriff (LASD)	1 Cupania Cir	Monterey Park	91755
Sheriff (LASD)	12335 Civic Center Dr	Norwalk	90650
Sheriff (LASD)	12440 E Imperial Hwy	Norwalk	90650
Sheriff (LASD)	12720 Norwalk Blvd	Norwalk	90650
Sheriff (LASD)	1529 E Palmdale Blvd	Palmdale	93550
Sheriff (LASD)	750 E Ave Q	Palmdale	93550
Sheriff (LASD)	40235 170th St E	Palmdale	93591
Sheriff (LASD)	15001 Paramount Blvd	Paramount	90723
Sheriff (LASD)	6631 Passons Blvd	Pico Rivera	90660
Sheriff (LASD)	6632 Passons Blvd	Pico Rivera	90660
Sheriff (LASD)	2704 N Garey Ave	Pomona	91767
Sheriff (LASD)	8301 E Garvey Ave	Rosemead	91770
Sheriff (LASD)	114 E 1st St	San Dimas	91773
Sheriff (LASD)	122 N San Dimas Ave	San Dimas	91773
Sheriff (LASD)	270 S Walnut Ave	San Dimas	91773

LOCATIONS

Sheriff (LASD)	900 3rd St	San Fernando	91340
Sheriff (LASD)	23740 Magic Mountain Pkwy	Santa Clarita	91355
Sheriff (LASD)	26101 Magic Mountain Pkwy	Santa Clarita	91355
Sheriff (LASD)	26340 Citrus St	Santa Clarita	91355
Sheriff (LASD)	26455 Rockwell Canyon Dr	Santa Clarita	91355
Sheriff (LASD)	9900 Norwalk Blvd	Santa Fe Springs	90670
Sheriff (LASD)	1725 Main St	Santa Monica	90401
Sheriff (LASD)	1441 Santa Anita Ave	South El Monte	91733
Sheriff (LASD)	25930 The Old Rd	Stevenson Ranch	91381
Sheriff (LASD)	8838 Las Tunas Dr	Temple City	91780
Sheriff (LASD)	1000 W Carson St	Torrance	90502
Sheriff (LASD)	23747 Valencia Blvd	Valencia	91355
Sheriff (LASD)	5800 Fulton Ave	Valley Glen	91401
Sheriff (LASD)	21695 Valley Blvd	Walnut	91789
Sheriff (LASD)	1427 W West Covina Pkwy	West Covina	91790
Sheriff (LASD)	2934 E Garvey Ave S	West Covina	91791
Sheriff (LASD)	780 N San Vicente Blvd	West Hollywood	90069
Sheriff (LASD)	11515 Colima Rd	Whittier	90604
Sheriff (LASD)	13525 Telegraph Rd Ste B	Whittier	90605
Sheriff (LASD)	14205 Telegraph Rd	Whittier	90605
Sheriff (LASD)	1111 Figueroa Pl	Wilmington	90744
Sheriff (LASD)	6201 Winnetka Ave	Woodland Hills	91371
Treasurer & Tax Collector (TTC)	16610 Chestnut St	City Of Industry	91748
Treasurer & Tax Collector (TTC)	320 W Temple St	Los Angeles	90012
Treasurer & Tax Collector (TTC)	500 W Temple St	Los Angeles	90012
Workforce Development, Aging & Community Services (WDACS)	560 E Mariposa St	Altadena	91001
Workforce Development, Aging & Community Services (WDACS)	730 E Altadena Dr	Altadena	91001
Workforce Development, Aging & Community Services (WDACS)	2501 W Burbank Blvd	Burbank	91505
Workforce Development, Aging & Community Services (WDACS)	15116 S Atlantic Ave	Compton	90221
Workforce Development, Aging & Community Services (WDACS)	700 N Bullis Rd	Compton	90221
Workforce Development, Aging & Community Services (WDACS)	14112 S Kingsley Dr	Gardena	90249
Workforce Development, Aging & Community Services (WDACS)	130 W Route 66 #240	Glendora	91740
Workforce Development, Aging & Community Services (WDACS)	4300 W 120th St	Hawthorne	90250
Workforce Development, Aging & Community Services (WDACS)	777 W Jackman St	Lancaster	93534
Workforce Development, Aging & Community Services (WDACS)	335 E Ave K6	Lancaster	93535
Workforce Development, Aging & Community Services (WDACS)	400 W Broadway	Long Beach	90802
Workforce Development, Aging & Community Services (WDACS)	7807 Compton Ave	Los Angeles	90001
Workforce Development, Aging & Community Services (WDACS)	2707 S Grand Ave	Los Angeles	90007
Workforce Development, Aging & Community Services (WDACS)	3333 Wilshire Blvd	Los Angeles	90010
Workforce Development, Aging & Community Services (WDACS)	813 E 4th Pl	Los Angeles	90013
Workforce Development, Aging & Community Services (WDACS)	3175 W 6th St	Los Angeles	90020
Workforce Development, Aging & Community Services (WDACS)	4716 E Cesar Chavez Ave	Los Angeles	90022
Workforce Development, Aging & Community Services (WDACS)	12915 Jarvis Ave	Los Angeles	90061
Workforce Development, Aging & Community Services (WDACS)	133 N Sunol Dr	Los Angeles	90063
Workforce Development, Aging & Community Services (WDACS)	8051 Arroyo Dr	Montebello	90640
Workforce Development, Aging & Community Services (WDACS)	11640 Burbank Blvd	North Hollywood	91601
Workforce Development, Aging & Community Services (WDACS)	532 E Colorado Blvd	Pasadena	91101
Workforce Development, Aging & Community Services (WDACS)	526 West Las Tunas Dr	San Gabriel	91780
Workforce Development, Aging & Community Services (WDACS)	769 W 3rd St	San Pedro	90731
Workforce Development, Aging & Community Services (WDACS)	26111 Bouquet Canyon Rd	Santa Clarita	91321
Workforce Development, Aging & Community Services (WDACS)	1441 Santa Anita Ave	South El Monte	91733
Workforce Development, Aging & Community Services (WDACS)	6640 Van Nuys Blvd	Van Nuys	91405
Workforce Development, Aging & Community Services (WDACS)	11640 Slauson Ave	Whittier	90606

Exhibit B**COUNTY'S ADMINISTRATION**

1 OF 1

MASTER AGREEMENT NO. _____

SUBORDINATE AGREEMENT NO. _____

COUNTY MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

COUNTY SUBORDINATE AGREEMENT DIRECTOR/DEPARTMENT PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Exhibit C**CONTRACTOR'S ADMINISTRATION**

1 OF 1

MASTER AGREEMENT NO. _____

SUBORDINATE AGREEMENT NO. _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Exhibit D**ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

1 OF 1

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 shall keep such information confidential.

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

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

VENDOR NAME	
VENDOR OFFICIAL NAME AND TITLE (PRINT)	
SIGNATURE	DATE

Exhibit E**CONTRACTOR'S EEO CERTIFICATION**

1 OF 1

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
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.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Exhibit F**CONTRACTOR EMPLOYEE JURY SERVICE**

1 OF 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Exhibit F**CONTRACTOR EMPLOYEE JURY SERVICE**

2 OF 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

Exhibit F**CONTRACTOR EMPLOYEE JURY SERVICE**

3 OF 3

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

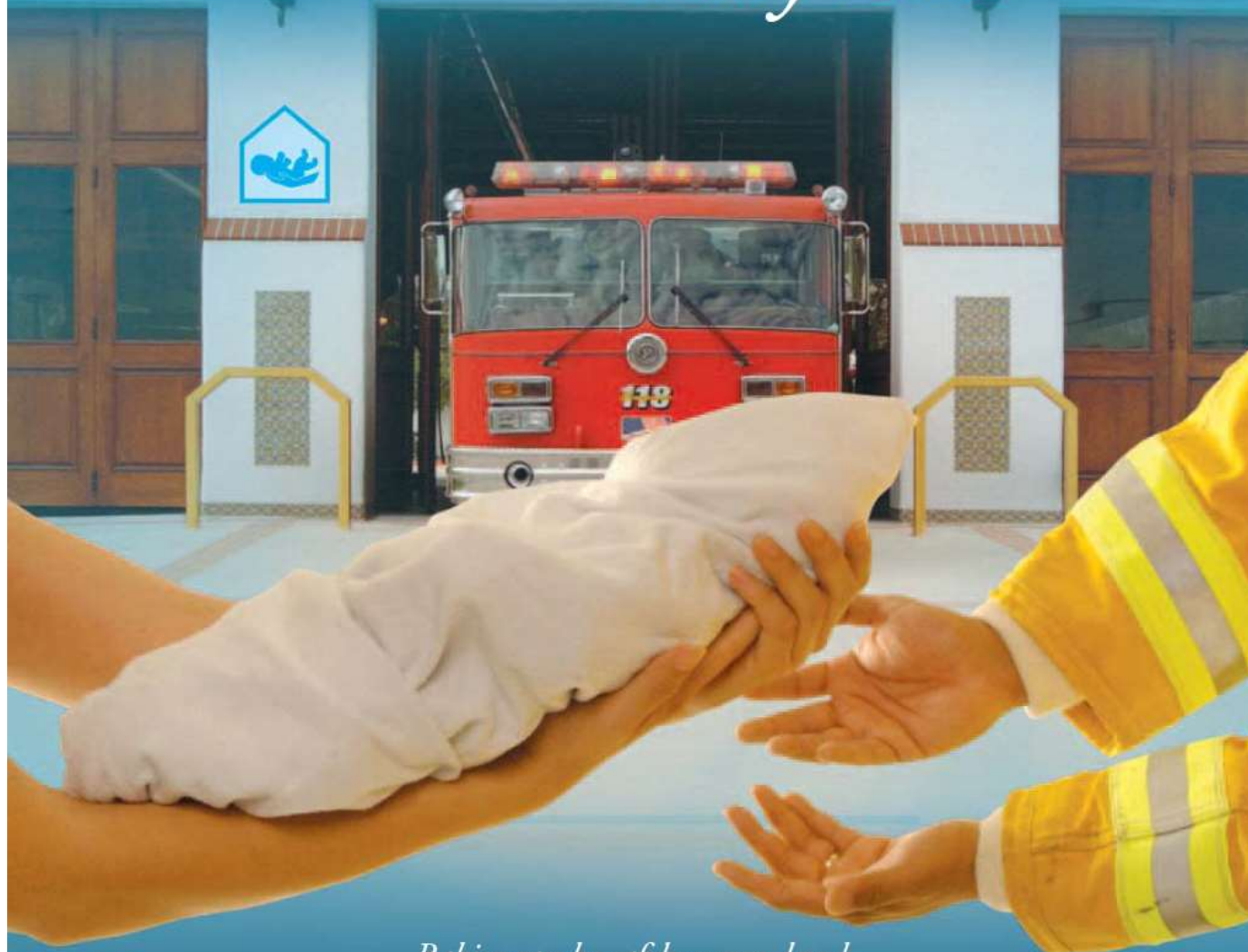
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

Exhibit G

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Exhibit G

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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

www.babysafela.org

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

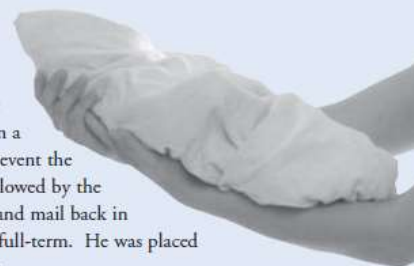


Exhibit G

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Exhibit G

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Exhibit H**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

1 of 4

Title 2 ADMINISTRATION

Chapter 2.206

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

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Exhibit H

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

Exhibit H

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

Exhibit I**INSTRUCTIONS FOR REQUESTING SUBCONTRACT APPROVAL****GENERAL INFORMATION:**

To obtain approval to use a subcontractor for any Agreement between a contractor and the County of Los Angeles ("County"), the documentation listed below must be submitted for consideration.

Submission of a "Subcontractor Approval Request" form does not relieve Contractor of any obligations stated in its agreement with the County. Submission of a "Subcontractor Approval Request" form **DOES NOT GUARANTEE** approval. Approval is only granted when so indicated and signed by the County's Authorized Official in the "Subcontractor Approval Request" form.

INSTRUCTIONS:

1. Complete a separate "Subcontractor Approval Request" form for each subcontractor.
 - This form is to be completed by the Contractor who has signed the County agreement.
 - This form must be signed by Contractor's Authorized Official, identified in the Contractor's Administration exhibit of the Agreement between the County and Contractor.
2. Required documents for subcontract package:
 - ☐ Completed and signed "Subcontractor Approval Request" form.
 - ☐ Signed Subcontract agreement between primary contractor and subcontractor.
 - ☐ All subcontract Exhibits (Required Forms) completed, signed, and incorporated into the Subcontract.
 - ☐ Evidence of current insurance that meets contract requirements.
 - ☐ An original additional insured endorsement that meets contract requirements.
3. Submit the above required documents to Michelle Payne at mpayne@isd.lacounty.gov

Exhibit I**SUBCONTRACTOR APPROVAL REQUEST****SUBCONTRACTOR**

Subcontractor Name		
Company's Authorized Official	Title	
Address	Phone Number	E-mail Contact

CONTRACTOR

Prime Contractor Name		County Agreement Number	
Company's Authorized Official	Title	SA Number (if applicable):	
Address	Phone Number	E-mail	
Contractor acknowledges that submission of this request does not relieve Contractor of any obligations stated in its agreement with the County of Los Angeles. I understand that submission of this form DOES NOT GUARANTEE approval. Approval is only granted when so indicated and signed by the County's Authorized Official in this document. I further ensure that my company will abide by the terms and conditions as set forth in its Agreement with Los Angeles County.			
Signature	Title	Date	

COUNTY'S AUTHORIZED OFFICIAL ONLY

☐ Approved ☐ Denied		If denied, explanation:
Signature:	Title:	Date:

Exhibit I

ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT SUBCONTRACTOR

GENERAL INFORMATION:

The Subcontractor referenced below has entered into a contract with below-referenced Prime Contractor ("Prime Contractor") to provide certain services to the County of Los Angeles ("County"). County requires the Subcontractor to sign this Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Subcontractor understands and agrees that Subcontractor's staff are not employees of the County for any purpose whatsoever and that Subcontractor's staff do not have and will not acquire any rights or benefits of any kind from the County by virtue of any performance of work under the below-referenced agreement. Subcontractor understands and agrees that Subcontractor's staff will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY AGREEMENT:

Subcontractor and Subcontractor's staff may be involved with work pertaining to services provided by the County and, if so, Subcontractor and Subcontractor's staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Subcontractor and Subcontractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County. 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. Subcontractor and Subcontractor's staff understand that if they are involved in County work, the County must ensure that Subcontractor and Subcontractor's staff, will protect the confidentiality of such data and information. Consequently, Subcontractor must sign this agreement as a condition of work to be provided by Subcontractor's staff for the County.

Subcontractor and Subcontractor's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the below-referenced agreement between the Prime Contractor and the County. Subcontractor and Subcontractor's staff agree to forward all requests for the release of any data or information received to County's Project Director.

Subcontractor and Subcontractor'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, proprietary information and all other original materials produced, created, or provided to Subcontractor and Subcontractor's staff under the below-referenced contract. Subcontractor and Subcontractor's staff agree to protect these confidential materials against disclosure to other than Prime Contractor or County employees who have a need to know the information. Subcontractor and Subcontractor's staff agree that if proprietary information supplied by other County vendors is provided during this employment, Subcontractor and Subcontractor's staff shall keep such information confidential.

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

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

SUBCONTRACTOR NAME	
PRIME CONTRACTOR NAME	CONTRACT NUMBER
EMPLOYEE NAME (PRINT)	POSITION
SIGNATURE	DATE

Exhibit J

COST FORMS

MPS 2.0 Pricing
Ray Morgan Company

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Ray Morgan Company	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A
# of Required Devices per Category (Countywide)*	329	55	1,132	397	948	1,461	6,214	2,376	3,113
Minimum Monthly Impressions Per Device BW / Color	5,000	3,000	3,000	2,000	1,500	1,000	500	500	500
Co-Terminus Equipment Capital CPC Portion (Same for all Service Levels)	\$0.0155	\$0.0492	\$0.0205	\$0.0296	\$0.0331	\$0.0511	\$0.0339	\$0.0387	\$0.0107
Services / Standard Service Level - Cost per Copy (10 Hour Response time, 20 Hour Resolution time)									
Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)									
B&W Devices (based on 5% coverage)									
B&W Minimum Services Impression Rate	\$0.0025		\$0.0029		\$0.0025		\$0.0060		\$0.0060
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0180		\$0.0234		\$0.0356		\$0.0399		\$0.0167
Overage BW Usage Impression Rate	\$0.0025		\$0.0029		\$0.0025		\$0.0060		\$0.0060
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Minimum Services Usage Impression Rate		\$0.0250		\$0.0290		\$0.0290		\$0.0420	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0742		\$0.0586		\$0.0801		\$0.0807	
Overage Color Usage Impression Rate		\$0.0250		\$0.0290		\$0.0290		\$0.0420	
BW Usage Impression Rate		\$0.0025		\$0.0028		\$0.0028		\$0.0069	
Extended Service Hours (7 days a week, 24 hours a day)									
B&W Devices (based on 5% coverage)									
B&W Minimum Services Impression Rate	\$0.0038		\$0.0044		\$0.0038		\$0.0090		\$0.0090
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0193		\$0.0249		\$0.0369		\$0.0429		\$0.0197
Overage BW Usage Impression Rate	\$0.0038		\$0.0044		\$0.0038		\$0.0090		\$0.0090
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Minimum Services Usage Impression Rate		\$0.0375		\$0.0435		\$0.0435		\$0.0630	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0867		\$0.0731		\$0.0946		\$0.1017	
Overage Color Usage Impression Rate		\$0.0375		\$0.0435		\$0.0435		\$0.0630	
BW Usage Impression Rate		\$0.0038		\$0.0044		\$0.0044		\$0.0104	

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Ray Morgan Company	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A

Services / Enhanced Service Level - Cost per Copy (5 Hour Response time, 10 Hour Resolution time)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

B&W Devices (based on 5% coverage)

B&W Minimum Services Impression Rate	\$0.0025		\$0.0029		\$0.0025		\$0.0060		\$0.0060
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0180		\$0.0234		\$0.0356		\$0.0399		\$0.0167
Overage BW Usage Impression Rate	\$0.0025		\$0.0029		\$0.0025		\$0.0060		\$0.0060

Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)

Color Minimum Services Usage Impression Rate		\$0.0250		\$0.0290		\$0.0290		\$0.0420	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0742		\$0.0586		\$0.0801		\$0.0807	
Overage Color Usage Impression Rate		\$0.0250		\$0.0290		\$0.0290		\$0.0420	
BW Usage Impression Rate		\$0.0025		\$0.0028		\$0.0044		\$0.0069	

Extended Service Hours (7 days a week, 24 hours a day)

B&W Devices (based on 5% coverage)

B&W Minimum Services Impression Rate	\$0.0038		\$0.0044		\$0.0038		\$0.0090		\$0.0090
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0193		\$0.0249		\$0.0369		\$0.0429		\$0.0197
Overage BW Usage Impression Rate	\$0.0038		\$0.0044		\$0.0038		\$0.0090		\$0.0090

Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)

Color Minimum Services Usage Impression Rate		\$0.0375		\$0.0435		\$0.0435		\$0.0630	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0867		\$0.0731		\$0.0946		\$0.1017	
Overage Color Usage Impression Rate		\$0.0375		\$0.0435		\$0.0435		\$0.0630	
BW Usage Impression Rate		\$0.0038		\$0.0044		\$0.0044		\$0.0104	

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Ray Morgan Company	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A

Plus Services - Additional Consumables Management (In Addition to Standard or Enhanced Services)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

Usage Charge

	All Device Cats. (B&W & Color)
Additional Consumables Management Cost Per Copy	\$0.0066

Extended Service Hours (7 days a week, 24 hours a day)

Usage Charge

	All Device Cats. (B&W & Color)
Additional Consumables Management Cost Per Copy	\$0.0132

Plus Services - Onsite Service Technician (In Addition to Standard or Enhanced Services)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

	Monthly Rate
OnSite Service Technician Monthly Rate	\$4,720.00

Extended Service Hours (7 days a week, 24 hours a day)

	Monthly Rate
OnSite Service Technician Monthly Rate	\$9,440.00

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Ray Morgan Company	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A

Others - One Time Fees

Moves, Adds, Changes Costs

Location to Location (Flat Rate per Device)	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00
Location to Location (Rate per Mile)	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43

Labor Cost - Non-Business Hours (Hour)

	Hourly Rate	Minimum Hours
Standby Cost	\$125.00	
Callout Cost	\$150.00	3

Professional Services (Hour)

	Hourly Rate	Minimum Hours
As directed by Statement of Work	\$225.00	1

Disposal Charge (Unit)

	Disposal Charge
Desktop B&W Printers	\$25.00
Desktop Color Printers	\$25.00
Desktop B&W MFDs	\$45.00
Desktop Color MFDs	\$45.00
Floor Standing B&W Printers	\$50.00
Floor Standing Color Printers	\$50.00
Floor Standing B&W MFDs	\$75.00
Floor Standing Color MFDs	\$75.00
B&W Copiers	\$100.00
Color Copiers	\$100.00
Fax Machines	\$25.00
Desktop Scanners	\$25.00

* Estimate only
NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

MANDATORY PRINT DEVICE ADD-ON HARDWARE PRICING FORM

Ray Morgan Company	1	2	3	4	5	6	7	8	9									
Exhibit 11B - Mandatory Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small									
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN									
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A									
HARDWARE - ONE TIME UPFRONT PAYMENT INCLUSIVE OF ALL PAYMENTS FOR TERM OF THE CONTRACT INCLUDING ANY/ALL EXTENSION OPTIONS																		
Product	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST
Floor Stand													F2A73A	\$177.90	B5L51A	\$177.90	F2A73A	\$177.90
External Keyboard w/Bracket	1266V426, 0164C002AA	\$229.35	1266V426, 0164C002AA	\$229.35	B5L47-60102	\$159.76	B5L47-60102	\$159.76	1266V426 0165C001AA	\$229.35	B5L47-60102	\$159.76						
2-3 Hole Puncher	0126C001AA	\$290.48	0126C001AA	\$290.48	Y1G10A	\$230.17	Y1G10A	\$230.17	1424C002AA	\$280.76	Y1G02A	\$230.17						
4-Way Stapling	0125C003BA	\$1,232.01	0125C003BA	\$1,232.01	Y1G07A	\$455.84	Y1G07A	\$455.84	0614C002AA 1326C001AA	\$1,288.86	Y1G07A	\$734.43						
Extra Paper Tray 1													F2A72A	\$122.79	B5L34A	\$244.63	F2A72A	\$122.79
Extra Paper Tray 2													F2A72A	\$122.79	B5L34A	\$244.63	F2A72A	\$122.79
Extra Paper Tray 3																	F2A72A	\$122.79
Extra Paper Tray 4																	Exhibit 24A states 3 additional	na
External High Capcity Tray	0162C002AA	\$982.66	0162C002AA	\$982.66	Y1G20A	\$622.48	Y1G20A	\$622.48	0607C002AA	\$872.72	Y1G20A	\$622.48						
Wireless 802.11 Interface	8034B005AA	\$173.91	8034B005AA	\$173.91	J8030A	\$36.55	J8030A	\$36.55	8034B005AA	\$173.91	J8030A	\$36.77	J8030A	\$36.55	J8030A	\$36.55	J8030A	\$36.55
RFID Interface	3575B504AA	\$166.30	3575B504AA	\$166.30	Y7C05A	\$181.07	Y7C05A	\$181.07	3575B504AA	\$166.30	Y7C05A	\$181.07	Y7C05A	\$181.07	Y7C05A	\$181.07		

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

Ray Morgan Company	1	2	3	4	5	6	7	8	9
Exhibit 11C - Optional Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A

HARDWARE - ONE TIME UPFRONT PAYMENT INCLUSIVE OF ALL PAYMENTS FOR TERM OF THE CONTRACT INCLUDING ANY/ALL EXTENSION OPTIONS

Product	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost
External Keyboard w/Bracket													B5L47-60102	\$159.76	B5L47-60102	\$159.76		
External Display w/Bracket	3323C001AA	\$982.66	3323C001AA	\$982.66														
2nd Fax Card	0167C007AA	\$342.39	0167C007AA	\$342.39					0167C007A	\$342.39								
Third Fax Card	0168C004AA	\$684.78	0168C004AA	\$684.78					0168C004AA	\$684.78								
Extra Paper Tray 1																		
Extra Paper Tray 2																		
Extra Paper Tray 3																		
Extra Paper Tray 4																		
Extra Paper Tray 5																		
Envelope Feeder	Included		Included		Included		Included		Included		Included		Included		Included		Included	
Convenience Stapler	Included		Included		1348V957	\$154.65	1348V957	\$154.65	Included		1348V957	\$154.65	1348V957	\$154.65	1348V957	\$154.65	1348V957	\$154.65
RFID Interface																		
NFC Interface	1435C001AA	\$108.70	1435C001AA	\$108.70	J8030A	\$36.55	J8030A	\$36.55	1435C001AA	\$108.70	J8030A	\$36.55	J8030A	\$36.55	J8030A	\$36.55	J8030A	\$36.55

OPTIONAL SOFTWARE (PROPRIETARY TO MANUFACTURER OF PRINT DEVICE)

Output Management Software

[illegible]

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

[illegible]

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

[illegible]

Fax Management Software

[illegible]

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

Ray Morgan Company	1	2	3	4	5	6	7	8	9
Exhibit 11C - Optional Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Ray Morgan Company Product	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
Output Management						
LRS						
LRS VPSX Suite - Enterprise Module	VPSXIA-PERP	\$202.65	VPSXIA-MAINT	\$46.76	VPSXIA-TERM	\$81.06
LRS VPSX Suite - DirectPrint Module	VPSXDP-PERP	\$81.06	VPSXDP-MAINT	\$18.71	VPSXDP-TERM	\$32.42
LRS VPSX Suite - Workplace Module	VPSXWP-PERP	\$121.59	VPSXWP-MAINT	\$28.06	VPSXWP-TERM	\$48.64
LRS VPSX Suite - OutputManager Module	VPSXOM-PERP	\$197.60	VPSXOM-MAINT	\$45.62	VPSXOM-TERM	\$79.04
LRS VPSX Suite - Output Manager add-on to VPSX Enterprise	VPSXOM-PERP	\$68.91	VPSXOM-MAINT	\$15.88	VPSXOM-TERM	\$26.34
LRS VPSX Suite - CI Module	VPSXCI-PERP	\$158.07	VPSXCI-MAINT	\$36.48	VPSXCI-TERM	\$63.25
LRS VPSX Suite - DPE Module	VPSXDPE-PERP	\$158.07	VPSXDPE-MAINT	\$36.48	VPSXDPE-TERM	\$63.25
LRS VPSX Suite - EI Module	VPSXEI-PERP	\$158.07	VPSXEI-MAINT	\$36.48	VPSXEI-TERM	\$63.25
LRS VPSX Suite - MFI Module	VPSXMF-PERP	\$105.38	VPSXMF-MAINT	\$24.31	VPSXMF-TERM	\$42.14
LRS VPSX Suite - MI Module	VPSXMI-PERP	\$158.07	VPSXMI-MAINT	\$36.48	VPSXMI-TERM	\$63.25
LRS VPSX Suite - Impress Client	IMPRSSCLNT-PERP	\$89.16	IMPRSSCLNT-MAINT	\$20.56	IMPRSSCLNT-TERM	\$35.67
LRS VPSX - Virtual Session Printer Agent for Citrix & VMWare (Requires at least one VPSX Module)	VSPA-PERP	\$62,617.94	VSPA-MAINT	\$14,450.29	VSPA-TERM	\$25,047.18
LRS VPSX Suite - Mobile Connector	MOBILECONN-PERP	\$31.62	MOBILECONN-MAINT	\$7.28	MOBILECONN-TERM	\$12.58
LRS VPSX - LRS Transforms Module (Requires at least one VPSX Module)	TRNSFRM-PERP	\$60.68	TRNSFRM-MAINT	\$14.04	TRNSFRM-TERM	\$24.32
LRS VPSX - Innovate/Mill (Requires at least one VPSX Module)	INNOVATEMILL-PERP	\$109.44	INNOVATEMILL-MAINT	\$25.24	INNOVATEMILL-TERM	\$43.78
LRS MFPsecure for Canon	MFPSCAN-PERP	\$282.91	MFPSCAN-MAINT	\$65.29	MFPSCAN-TERM	\$121.59
LRS MFPsecure for Fuji Xerox	MFPSFX-PERP	\$201.85	MFPSFX-MAINT	\$46.59	MFPSFX-TERM	\$94.82
LRS MFPsecure for HP	MFPSHP-PERP	\$201.85	MFPSHP-MAINT	\$46.59	MFPSHP-TERM	\$94.82
LRS MFPsecure for Konica Minolta	MFPSKM-PERP	\$201.85	MFPSKM-MAINT	\$46.59	MFPSKM-TERM	\$94.82
LRS MFPsecure for Kyocera	MFPSKDS-PERP	\$201.85	MFPSKDS-MAINT	\$46.59	MFPSKDS-TERM	\$94.82
LRS MFPsecure for Lexmark	MFPSLEX-PERP	\$201.85	MFPSLEX-MAINT	\$46.59	MFPSLEX-TERM	\$94.82
LRS MFPsecure for Ricoh	MFPSRIC-PERP	\$201.85	MFPSRIC-MAINT	\$46.59	MFPSRIC-TERM	\$94.82
LRS MFPsecure for Samsung	MFPSSAM-PERP	\$201.85	MFPSSAM-MAINT	\$46.59	MFPSSAM-TERM	\$94.82
LRS MFPsecure for Sharp	MFPSSH-PERP	\$201.85	MFPSSH-MAINT	\$46.59	MFPSSH-TERM	\$94.82
LRS MFPsecure for Xerox	MFPSXR-PERP	\$201.85	MFPSXR-MAINT	\$46.59	MFPSXR-TERM	\$94.82
LRS MFPsecure for XT (for non-control panel devices)	MFPSXT-PERP	\$121.59	MFPSXT-MAINT	\$28.06	MFPSXT-TERM	\$48.64
LRS VPSX - Secure Delivery (Virtual Queue Management)	VPSXSECDL-PERP	\$99.29	VPSXSECDL-MAINT	\$22.94	VPSXSECDL-TERM	\$39.73
Nuance						
Nuance Equitrac Express 5: Suite Server License	EQ5EESU1	\$2,297.65	EQ5EESU1-1PS	\$229.76		
Nuance Equitrac Office 5: Suite Server License	EQ5EFSU1	\$1,951.76	EQ5EFSU1-1PS	\$195.18		
Nuance Equitrac Express/Office 5: Additional Print Server Add-On	EQ5PS010	\$907.12	EQ5PS010-1PS	\$90.75		
Nuance Equitrac Express/Office 5: Cluster Enabler Add-On	EQ5CLS01	\$3,137.65	EQ5CLS01-1PS	\$313.76		
Nuance Equitrac Express/Office 5: Embedded Device License Add-On	EQ5ED500	\$251.25	EQ5ED500-1PS	\$25.13		
Nuance Equitrac Express/Office 5: External Data Connector Add-On	EQ5DC001	\$251.25	EQ5DC001-1PS	\$48.59		
Nuance Equitrac Express/Office 5: Third party USB Card Reader License Add-On	EQ5CR001	\$41.18	EQ5CR001-1PS	\$4.12		
Nuance Equitrac Express/Office 5: Workstation Client Add-On	EQ5WS01K	\$7.21	EQ5WS01K-1PS	\$0.73		
Nuance Equitrac Express/Office 5: Web-based Release License Add-On	EQ5WR500	125..62	EQ5WR500-1PS	\$12.56		
Nuance Output Manager Device License	07OM001A4M0	\$499.19	07OM001M4M1	\$99.84		
Nuance Output Manager Network Print License (20 pack)	07OM004A4M0	\$332.98	07OM004M4M1	\$66.59		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Ray Morgan Company	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
PaperCut						
PaperCut MF - Brother MFD Embedded License	PCMF-US01EGMFBR5	\$114.82	PCMF-US01MSEGMF5-1Y	\$22.96		
PaperCut MF - Brother MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXBR	\$47.06				
PaperCut MF - Canon MFD Embedded License	PCMF-US01EGMFCA5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Canon MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXCA	\$122.35				
PaperCut MF - Dell MFD Embedded License	PCMF-US01EGMFDE5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Dell MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXDE	\$122.35				
PaperCut MF - Epson MFD Embedded License	PCMF-US01EGMFEP5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Epson MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXEP	\$122.35				
PaperCut MF - FX MFD Embedded License	PCMF-US01EGMFFX5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - FX MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXFX	\$122.35				
PaperCut MF - HP MFD Embedded License	PCMF-US01EGMFHP5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - HP MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXHP	\$122.35				
PaperCut MF - HP SFP Embedded License	PCMF-US01EGSFHP5	\$114.82	PCMF-US01MSEGSF5-1Y	\$44.80		
PaperCut MF - HP SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXHP	\$47.06				
PaperCut MF - Konica-Minolta MFD Embedded License	PCMF-US01EGMFKM5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Konica-Minolta MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXKM	\$122.35				
PaperCut MF - Kyocera MFD Embedded License	PCMF-US01EGMFKY5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Kyocera MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXKY	\$122.35				
PaperCut MF - Lexmark MFD Embedded License	PCMF-US01EGMFLX5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Lexmark MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXLX	\$122.35				
PaperCut MF - Lexmark SFP Embedded License	PCMF-US01EGSFLX5	\$114.82	PCMF-US01MSEGSF5-1Y	\$44.80		
PaperCut MF - Lexmark SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXLX	\$47.06				
PaperCut MF - Muratec MFD Embedded License	PCMF-US01EGMFMU5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Muratec MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXMU	\$122.35				
PaperCut MF - OKI MFD Embedded License	PCMF-US01EGMFOK5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - OKI MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXOK	\$122.35				
PaperCut MF - Ricoh MFD Embedded License	PCMF-US01EGMFRi5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Ricoh MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXRi	\$122.35				
PaperCut MF - Ricoh SFP Embedded License	PCMF-US01EGSFRI5	\$114.82	PCMF-US01MSEGSF5-1Y	\$22.96		
PaperCut MF - Ricoh SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXRi	\$47.06				
PaperCut MF - RISO MFD Embedded License	PCMF-US01EGMFRS5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - RISO MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXRS	\$122.35				
PaperCut MF - Sharp MFD Embedded License	PCMF-US01EGMF5SH5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Sharp MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXSH	\$122.35				
PaperCut MF - Toshiba MFD Embedded License	PCMF-US01EGMFTO5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Toshiba MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXTO	\$122.35				
PaperCut MF - Toshiba SFP Embedded License	PCMF-US01EGSFTO5	\$114.82	PCMF-US01MSEGSF5-1Y	\$22.96		
PaperCut MF - Toshiba SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXTO	\$47.06				
PaperCut MF - Xerox MFD Embedded License	PCMF-US01EGMFXE5	\$224.00	PCMF-US01MSEGMF5-1Y	\$44.80		
PaperCut MF - Xerox MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXXE	\$122.35				
PaperCut MF - Additional Print Release Station	PCMF-US01RS	\$122.35	PCMF-US01RS-1Y	\$24.47		
PaperCut MF - Standard Connector	PCMF-US01SC	\$32.94	PCMF-US01SC-1Y	\$6.59		
PaperCut MF - Advanced Connector	PCMF-US01AC	\$70.59	PCMF-US01AC-1Y	\$14.12		
PaperCut MF - Kiosk Connector	PCMF-US01KI	\$263.53	PCMF-US01KI-1Y	\$52.71		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Ray Morgan Company	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
PaperCut MF - Payment Gateway Connector Group 1	PCMF-US01P1	\$465.88	PCMF-US01P1-1Y	\$93.18		
PaperCut MF - Payment Gateway Connector Group 2	PCMF-US01P2	\$705.88	PCMF-US01P2-1Y	\$141.18		
PaperCut MF - Payment Gateway Connector Group 3	PCMF-US01P3	\$2,823.53	PCMF-US01P3-1Y	\$564.71		
PaperCut MF - Advanced Printer Deployment	PCMF-US01APD-LA	\$2,500.00	PCMF-US01APD-LA-1Y	\$500.00		
Pharos						
Pharos Beacon Secure Release Here License					BNSPS90E	\$129.41
Pharos Beacon Secure Release Here External Authentication Device License					BNSPS90H	\$129.41
Pharos Beacon Fleet Manager Device License					BN-FM-PA	\$7.06
Pharos Beacon Analytics Device License					BN-FM-PA-DEV	\$21.18
Pharos Beacon Mobile Release Device License					BN-SPS15	\$80.00
Pharos Beacon Complete Bundle License (Secure Release Here, Fleet Mgr. Analytics & Mobile Release)					BN-FM-PA-SPS	\$190.59
Pharos Beacon Mobile Bundle License (Fleet Mgr. Analytics & Mobile Release)					BN-FM-PA-SPS15	\$58.82
Pharos BluePrint Enterprise Device License	BP-BEO	\$32.94	BP-AMS-1-N	\$11.29	BP-BEO-YRLY	\$23.53
Pharos BluePrint Enterprise iMFP Embedded Authentication License & OneTime Lic. Fee	BP-IMFP & BP-IMFP-LF	\$282.35 & \$405.88	BP-AMS-1-IMFP	\$70.59	BP-IMFP-YRLY	\$282.35
Pharos BluePrint Enterprise Sentry SR25 External Authentication Device License	SR25	\$282.35	BP-AMS-1-SR25	\$70.59	SR25-YRLY	\$282.35
Pharos BluePrint Enterprise Magnetic Card Reader	CR-MAG-KBD	\$182.35				
Pharos BluePrint Enterprise Proximity Card Reader	CR-PROX-PLUS-V2	\$223.53				
Pharos UniPrint iMFP Embedded Authentication License & OneTime Lic. Fee	UP-IMFP & UP-IMFP-LF	\$282.35 & \$405.88	UP-AMS-1-N-IMFP	\$70.59	UP-IMFP-YRLY	\$282.35
Pharos UniPrint Sentry SR25 External Authentication Device License	SR25	\$282.35	UP-AMS-1-N-SR25	\$70.59	SR25-YRLY	\$282.35
Pharos UniPrint Enterprise Magnetic Card Reader	CR-MAG-KBD	\$182.35				
Pharos UniPrint Enterprise Proximity Card Reader	CR-PROX-PLUS-V2	\$223.53				
Pharos UniPrint Base License	UPX-HE-BASE	\$152,941.18	UP-AMS-1-N	\$30,588.24	UPX-HE-BASE-YRLY	\$61,176.47
Pharos UniPrint Signup Base License	SU-BASE	\$2,352.94	SU-AMS-1-N-BASE	\$470.59	SU-BASE-YRLY	\$941.18
Pharos UniPrint Signup Client License	SU-CAL-10	\$94.12	SU-AMS-1-N-CAL	\$18.82	SU-CAL-10-YRLY	\$37.65
Pharos UniPrint Gateway License	UP-BGW-BB	\$2,941.18	UP-AMS-1-N-GTWY	\$588.24	UP-BGW-BB-YRLY	\$1,176.47
Plus Technologies						
Plus Technologies OM Plus Delivery Manager	OMPCFLPP500	\$95.53	OMPCFLPP500-SUP	\$19.11	OMPCFLPP500-SUB	\$39.51
Plus Technologies OM Plus My Delivery Manager Add-on Module	MPDCFLPP500	\$32.75	MPDCFLPP500-SUP	\$6.55	MPDCFLPP500-SUB	\$13.54
Plus Technologies OM Plus Stats Manager Add-on Module	SMCFLPP500	\$16.38	SMCFLPP500-SUP	\$3.27	SMCFLPP500-SUB	\$6.78
Plus Technologies OM Plus iSat Add-on Module	iSatCFLPP500	277.65 & 654.12	iSatCFLPP500-SUP	55.53 & 130.82	iSatCFLPP500-SUB	115.76 & 286.12
Plus Technologies OM Plus Fleet Manager Add-on Module	FMCFLPP500	\$13.36	FMCFLPP500-SUP	\$2.67	FMCFLPP500-SUB	\$6.00
PrinterLogic						
PrinterLogic Printer Installer - XPack 50	PI-P-CO-X-50	\$3,891.53	PI-M-CO-X-50	\$973.24	PI-S-CO-X-50	\$1,760.47
PrinterLogic Printer Installer - XPack 100	PI-P-CO-X-100	\$5,225.65	PI-M-CO-X-100	\$1,306.76	PI-S-CO-X-100	\$2,364.71
PrinterLogic Printer Installer Pull Printing Add-on Module - XPack 50	PI-P-PP-X-50	\$2,872.24	PI-M-PP-X-50	\$695.29	PI-S-PP-X-50	\$1,263.53
PrinterLogic Printer Installer Pull Add-on Printing Module - XPack 100	PI-P-PP-X-100	\$3,891.53	PI-M-PP-X-100	\$973.24	PI-S-PP-X-100	\$1,712.47
PrinterLogic Printer Installer Mobile Printing Add-on Module - XPack 50	PI-P-MP-X-50	\$1,156.24	PI-M-MP-X-50	\$287.65	PI-S-MP-X-50	\$511.76
PrinterLogic Printer Installer Mobile Printing Add-on Module - XPack 100	PI-P-MP-X-100	\$1,556.47	PI-M-MP-X-100	\$389.12	PI-S-MP-X-100	\$685.41

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Ray Morgan Company Product	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
Workflow Management						
LRS						
LRS MFPsecure Scan	MFPSIMAGE-PERP	\$393.82	MFPSIMAGE-MAINT	\$90.88	MFPSIMAGE-TERM	\$185.09
LRS PageCenterX	PCX-PERP	\$1,378.00	PCX-MAINT	\$318.00	PCX-TERM	\$551.20
LRS PageCenterX/Satellite	PCXSAT-PERP	\$1,722.51	PCXSAT-MAINT	\$397.51	PCXSAT-TERM	\$689.00
LRS Intelligent Document Bundling for VPSX (Requires at least one VPSX Module)	IDB-PERP	\$62,595.00	IDB-MAINT	\$14,450.29	IDB-TERM	\$25,047.18
LRS FormPort for VPSX (Requires at least one VPSX Module)	FORMPRT-PERP	\$178.33	FORMPRT-MAINT	\$41.16	FORMPRT-TERM	\$71.35
LRS FormPort Designer for VPSX (Requires at least one VPSX Module)	FORMPRTDGN-PERP	\$4,429.94	FORMPRTDGN-MAINT	\$1,022.65	FORMPRTDGN-TERM	\$1,771.82
Nuance						
Nuance AutoStore Device License	07AS001A4M0	\$877.51	07AS001M4M1	\$175.51		
Nuance AutoStore Mobile/WebCapture User License (20 pack)	07MW001A4M0	\$176.47	07MW001M4M1	\$35.29		
Nuance AutoStore QuickCapture Pro Device License	07AS017A4M0	\$877.51	07AS017M4M1	\$175.51		
Nuance AutoStore AutoCapture User License (20 pack)	07AS016A4M0	\$211.76	07AS016M4M1	\$42.35		
Nuance AutoStore AutoCapture & WebCapture/Mobile User License (20 pack)	07BU003A1M0	\$1,125.00	07BU003M1M1	\$225.00		
Nuance eCopy ShareScan V6 Enterprise Embedded License	ESD-BE76A-XT0-6.0	\$401.47	MNT-BE76-XT1-6.0	\$48.18		
Nuance eCopy ShareScan V6 Enterprise Embedded License Loyalty Exchange (One-time OEM Switch; includes 1st Yr. Maint.)	ESD-BE76A-LL1-6.0	\$277.59				
Nuance eCopy ShareScan V6 Business Connect Suite User License	ESD-CH76A-XT0-6.0G	\$22.18	MNT-CH62-XT1-G	\$4.44		
Nuance AutoStore & Output Manager Healthcare Bundle (Includes High Availability AutoStore & Output Manager Device Licenses)	07BU005A5M0	\$1,087.00	07BU005M5M1	\$216.00		
Nuance eCopy ScanStation V6 Device License	ESD-D476A-XL0-6.0	\$2,290.29	MNT-D476-XL1-6.0	\$274.53		
Nuance eCopy ScanStation V6 License Loyalty Exchange (One-time OEM Switch; includes 1st Yr. Maint.)	ESD-D476A-LL1-6.0	\$503.94				
Nuance eCopy ScanStation V6 Complete Kiosk (Device License, Kiosk, Touchscreen & PC)	L276X-W00-6.0	\$3,207.94	MNT-D476-XL1-6.0	\$274.53		
Nuance eCopy ScanStation Touchscreen	08-00150	\$550.00 & \$425.00				
Nuance eCopy ScanStation Kiosk Only	09-00015	\$550.00				
Nuance eCopy PDF Pro Office License			MNT-D909A-X00	\$22.94		
Nuance Power PDF Advanced Loyalty	LIC-AV09Z-L00-3.0-J	\$31.08	MNT-LIC-AV09Z-L00-3.0-J	\$6.22		
Nuance Power PDF 3 Advanced	LIC-AV09Z-T00-3.0-J	\$49.72	MNT-LIC-AV09Z-T00-3.0-J	\$9.94		
Fax Management						
OpenText						
OpenText RightFax Fax Server Business Edition X	1000021375	\$1,780.75	1000021376	\$335.20		
OpenText RightFax Fax Server Business Edition X - Backup/Test-Development	1000021382	\$890.80	1000021383	\$167.68		
OpenText RightFax Fax Server Enterprise Edition X	1000021435	\$4,726.00	1000021436	\$889.60		
OpenText RightFax Fax Server Enterprise Edition X - Backup/Test-Development	1000021478	\$2,363.00	1000021479	\$444.80		
OpenText RightFax Fax Server Enterprise Integration Edition X	1000021448	\$17,845.75	1000021449	\$3,359.20		
OpenText RightFax Fax Server Enterprise Integration Edition X - Backup/Test-Development	1000021461	\$8,923.30	1000021462	\$1,679.68		
OpenText RightFax Fax Server Enterprise Shared DB	1000021300	\$1,691.50	1000021301	\$318.40		
OpenText RightFax Fax Server Enterprise Shared DB - Backup/Test-Development	1000021322	\$846.60	1000021323	\$159.36		
OpenText RightFax Fax Server Enterprise Suite - Backup/Test-Development	1000021240	\$4,245.75	1000021241	\$799.20		
OpenText RightFax Fax Server Enterprise Suite Edition	1000021485	\$8,474.50	1000021500	\$1,595.20		
OpenText RightFax Fax Server Enterprise Suite Edition - Backup/Test-Development	1000021493	\$4,237.25	1000021494	\$797.60		
OpenText RightFax Fax Server Enterprise Suite Edition X	1000021486	\$8,474.50	1000021487	\$1,595.20		
OpenText RightFax Analytics	1000021088	\$7,582.00	1000021098	\$1,427.20		
OpenText RightFax Business Integration	1000021298	\$2,673.25	1000021299	\$503.20		
OpenText RightFax Business Integration - Backup/Test-Development	1000021320	\$1,337.05	1000021321	\$251.68		
OpenText RightFax Fax Server Integration Module	1000021294	\$8,474.50	1000021295	\$1,595.20		
OpenText RightFax Fax Server Integration Module - Backup/Test-Development	1000021316	\$4,237.25	1000021317	\$797.60		
OpenText RightFax Fax Server Lotus Notes	1000021286	\$1,691.50	1000021287	\$318.40		
OpenText RightFax Fax Server Lotus Notes - Backup/Test-Development	1000021308	\$845.75	1000021309	\$159.20		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Ray Morgan Company	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
OpenText RightFax Fax Server MS Exchange	1000021288	\$1,691.50	1000021289	\$318.40		
OpenText RightFax Fax Server MS Exchange - Backup/Test-Development	1000021310	\$845.75	1000021311	\$159.20		
OpenText RightFax Fax Server PDF & Searchable PDF	1000021512	\$2,227.00	1000021515	\$419.20		
OpenText RightFax Fax Server PDF & Searchable PDF - Backup/Test-Development	1000021513	\$1,114.35	1000021514	\$209.76		
OpenText RightFax Fax Server PDF Module	1000021290	\$1,691.50	1000021291	\$318.40		
OpenText RightFax Fax Server PDF Module - Backup/Test-Development	1000021312	\$845.75	1000021313	\$159.20		
OpenText RightFax Fax Server Searchable PDF	1000020836	\$535.50	1000020839	\$100.80		
OpenText RightFax Fax Server Searchable PDF - Backup/Test-Development	1000020837	\$267.75	1000020838	\$50.40		
OpenText RightFax Fax Server Encryption Module	1000020317	\$4,458.25	1000020318	\$839.20		
OpenText RightFax Fax Server Encryption Module - Backup/Test-Development	1000020339	\$2,229.55	1000020340	\$419.68		
OpenText RightFax Additional Document Delivery Channel	1000021282	\$799.00	1000021283	\$150.40		
OpenText RightFax Additional Document Delivery Channel - Backup/Test-Development	1000021306	\$399.50	1000021307	\$75.20		
OpenText RightFax Fax Over IP Enable an Existing RightFax Document Delivery Channel	1000021413	\$491.30	1000021416	\$92.48		
OpenText RightFax Fax Over IP Enable an Existing RightFax Document Delivery Channel - Backup/Test-Development	1000021414	\$245.65	1000021415	\$46.24		
OpenText RightFax Fax Over IP Enabled Fax Channel	1000021402	\$1,290.30	1000021417	\$242.88		
OpenText RightFax Fax Over IP Enabled Fax Channel - Backup/Test-Development	1000021411	\$646.00	1000021412	\$121.60		
OpenText RightFax Fax Server Connector 2.0 for SharePoint Server	1000020448	\$1,691.50	1000020449	\$318.40		
OpenText RightFax Fax Server Connector 2.0 for SharePoint Server 2007 - Backup/Test-Development	1000020482	\$845.75	1000020483	\$159.20		
OpenText RightFax Fax Server Connector 3.0 for Hewlett Packard MFP	1000020452	\$112.20	1000020453	\$21.12		
OpenText RightFax Fax Server Connector 3.0 for Ricoh ESA MFP	1000020496	\$112.20	1000020497	\$21.12		
OpenText RightFax Fax Server Connector 3.0 for Sharp MFP	1000020462	\$112.20	1000020463	\$21.12		
OpenText RightFax Fax Server Connector 3.0 for Xerox MFP	1000020458	\$112.20	1000020459	\$21.12		
OpenText RightFax Fax Server Connector for all Konica Minolta MFP	1000021186	\$112.20	1000021187	\$21.12		
OpenText RightFax Fax Server Connector for HP OXPd MFP	1000020301	\$112.20	1000020302	\$21.12		
OpenText RightFax Fax Server Connector for SAP R/3	1000021296	\$7,582.00	1000021297	\$1,427.20		
OpenText RightFax Fax Server Connector for Xerox EIP MFP	1000020508	\$112.20	1000020509	\$21.12		
OpenText RightFax Fax Server SMTP Connector for MFP	1000021572	\$112.20	1000021573	\$21.12		
OpenText Fax2Mail - Cloud fax service Priced per page - 1-9,999 pages committed per month					PLE-0207691 (1-9,999)	\$0.06
OpenText Fax2Mail - Cloud fax service Priced per page – 10,000-49,999 pages committed per month					PLE-0207691 (10,000-49,999)	\$0.05
OpenText Fax2Mail - Cloud fax service Priced per page – 50,000-99,999 pages committed per month					PLE-0207691 (50,000-99,999)	\$0.04
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 1-9,999 pages committed per month					PLE-0224423 (1-9,999)	\$0.06
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 10,000-49,999 pages committed per month					PLE-0224423 (10,000-49,999)	\$0.05
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 50,000-99,999 pages committed per month					PLE-0224423 (50,000-99,999)	\$0.04

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE MANDATORY PRINT DEVICE HARDWARE BREAKDOWN

Ray Morgan Company	1	2	3	4	5	6	7	8	9
Exhibit 25A - Mandatory Hardware Breakdown	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III	Canon ImageRunner Advanced C7570i III	HP Laser Jet E82560DU	HP Laser Jet E87660DU	Canon ImageRunner Adbanced 4545i III	HP Laser Jet E87650DU	HP LaserJet E52645DN	HP Laser Jet E57540DN	HP Laser Jet E50145DN
Product Codes	3288C002AA, 0124C003BA, 0166C007AA	3295C002AA, 0124C003BA, 0166C007AA	5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC	3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA	5FM81A, Y1G00A, Y1F98A, 2EH31A, H0KP9AC	1PS54A, 2EH31A, H0KP9AC	3GY25A, 2EH31A, H0KP9AC	1PU51A
# of Required Devices per Category (Countywide)*	329	55	1,132	397	948	1,461	6,214	2,376	3,113
Manufacturer Per Unit MSRP (One Time)	\$33,990.00	\$42,990.00	\$34,486.87	\$28,854.00	\$17,123.00	\$24,039.00	\$4,442.81	\$5,064.74	\$1,473.92
Per Unit Purchase Price (One Time)	\$4,689.73	\$8,915.00	\$3,713.29	\$3,570.66	\$2,996.51	\$3,018.01	\$1,023.27	\$1,168.42	\$324.16
Services / Standard Service Level - No Minimum Usage Only Cost per Copy (10 Hour Response time, 20 Hour Resolution time)									
Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)									
B&W Devices (based on 5% coverage)									
B&W Impression Rate Usage Only	\$0.0025		\$0.0029		\$0.0025		\$0.0060		\$0.0060
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Impression Rate Usage Only		\$0.0250		\$0.0290		\$0.0290		\$0.0420	
B&W Impression Rate Usage Only		\$0.0025		\$0.0028		\$0.0028		\$0.0069	
Services / Enhanced Service Level - No Minimum Usage Only Cost per Copy (5 Hour Response time, 10 Hour Resolution time)									
Extended Service Hours (7 days a week, 24 hours a day)									
B&W Devices (based on 5% coverage)									
B&W Impression Rate Usage Only	\$0.0038		\$0.0044		\$0.0038		\$0.0090		\$0.0090
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Impression Rate Usage Only		\$0.0375		\$0.0435		\$0.0435		\$0.0630	
B&W Impression Rate Usage Only		\$0.0038		\$0.0044		\$0.0044		\$0.0104	

* Estimate only
NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE MANDATORY PRINT DEVICE ADD-ON HARDWARE BREAKDOWN

Ray Morgan Company	1		2		3		4		5		6		7		8		9	
Exhibit 25B - Mandatory Add-On Breakdown	B&W MFD Hi-Speed		Color MFD Hi-Speed		B&W MFD Large		Color MFD Large		B&W MFD Mid-Size		Color MFD Mid-Size		B&W MFD Small		Color MFD Small		B&W Printer Small	
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III		Canon ImageRunner Advanced C7570i III		HP Laser Jet E82560DU		HP Laser Jet E87660DU		Canon ImageRunner Adbanced 4545i III		HP Laser Jet E87650DU		HP LaserJet E52645DN		HP Laser Jet E57540DN		HP Laser Jet E50145DN	
Product Codes	3288C002AA, 0124C003BA, 0166C007AA		3295C002AA, 0124C003BA, 0166C007AA		5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC		5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC		3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA		5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC		1PS54A, 2EH31A, H0KP9AC		3GY25A, 2EH31A, H0KP9AC		1PU51A	
Product	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST
FLOOR STAND																		
Manufacturer MSRP (One Time)													F2A73A	\$443.52	B5L51A	\$443.52	F2A73A	443.52
Per Unit Purchase Price (One Time)														\$177.90		\$177.90		177.9
EXTERNAL KEYBOARD W/BRACKET																		
Manufacturer MSRP (One Time)	1266V426,	\$330.00	1266V426,	\$330.00	B5L47-60102	\$210.00	B5L47-60102	\$210.00	1266V426	\$330.00	B5L47-60102	\$210.00						
Per Unit Purchase Price (One Time)	0164C002AA	\$229.23	0164C002AA	\$229.23		\$159.76		\$159.76	0165C001AA	\$229.23		\$159.76						
2-3 HOLE PUNCHER																		
Manufacturer MSRP (One Time)	0126C001AA	\$893.00	0126C001AA	\$893.00	Y1G10A	\$1,825.02	Y1G10A	\$1,825.02	1424C002AA	\$704.00	Y1G02A	\$1,825.02						
Per Unit Purchase Price (One Time)		\$290.48		\$290.48		\$230.17		\$230.17		\$280.76		\$230.17						
4-WAY STAPLING																		
Manufacturer MSRP (One Time)	0125C003BA	\$5,565.00	0125C003BA	\$5,565.00	Y1G07A	\$4,576.00	Y1G07A	\$4,576.00	0614C002AA	\$3,920.00	Y1G07A	\$4,576.00						
Per Unit Purchase Price (One Time)		\$1,232.01		\$1,232.01		\$455.84		\$455.84	1326C001AA	\$1,288.86		\$734.43						
EXTRA PAPER TRAY 1																		
Manufacturer MSRP (One Time)													F2A72A	\$246.00	B5L34A	\$369.60	F2A72A	\$246.00
Per Unit Purchase Price (One Time)														\$122.79		\$244.63		\$122.79
EXTRA PAPER TRAY 2																		
Manufacturer MSRP (One Time)													F2A72A	\$246.00	B5L34A	\$369.60	F2A72A	\$246.00
Per Unit Purchase Price (One Time)														\$122.79		244,63		\$122.79
EXTRA PAPER TRAY 3																		
Manufacturer MSRP (One Time)																	F2A72A	\$246.00
Per Unit Purchase Price (One Time)																		\$122.79
EXTRA PAPER TRAY 4																		
Manufacturer MSRP (One Time)																	Exhibit 24A	na
Per Unit Purchase Price (One Time)																	states 3	na
EXTRA HIGH CAPACITY TRAY																		
Manufacturer MSRP (One Time)	0162C002AA	\$2,520.00	0162C002AA	\$2,520.00	Y1G20A	\$4,576.00	Y1G20A	\$4,576.00	0607C002AA	\$2,205.00	Y1G20A	\$4,576.00						
Per Unit Purchase Price (One Time)		\$982.66		\$982.66		\$622.48		\$622.48		\$872.72		\$622.48						
WIRELESS 802.11 INTERFACE																		
Manufacturer MSRP (One Time)	8034B005AA	\$260.00	8034B005AA	\$260.00	J8030A	\$87.51	J8030A	\$87.51	8034B005AA	\$260.00	J8030A	\$87.51	J8030A	\$87.51	J8030A	\$87.51	J8030A	\$87.51
Per Unit Purchase Price (One Time)		\$173.91		\$173.91		\$36.55		\$36.55		\$173.91		\$36.55		\$36.55		\$36.55		\$36.55
RFID INTERFACE																		
Manufacturer MSRP (One Time)	3575B504AA	\$210.00	3575B504AA	\$210.00	Y7C05A	\$221.00	Y7C05A	\$221.00	3575B504AA	\$210.00	Y7C05A	\$221.00	Y7C05A	\$221.00	Y7C05A	\$221.00		\$221.00
Per Unit Purchase Price (One Time)		\$166.30		\$166.30		\$181.07		\$181.07		\$166.30		\$181.07		\$181.07		\$181.07		\$181.07

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE OPTIONAL PRINT DEVICE HARDWARE BREAKDOWN

Ray Morgan Company	1		2		3		4		5		6		7		8		9		
Exhibit 25C - Optional Add-On Breakdown	B&W		Color		B&W		Color		B&W		Color		B&W		Color		B&W		
Model Proposed by Service Provider	Canon Image Runner Advanced 6575i III		Canon ImageRunner Advanced C7570i III		HP Laser Jet E82560DU		HP Laser Jet E87660DU		Canon ImageRunner Adbanced 4545i III		HP Laser Jet E87650DU		HP LaserJet E52645DN		HP Laser Jet E57540DN		HP Laser Jet E50145DN		
Product Codes	3288C002AA, 0124C003BA, 0166C007AA		3295C002AA, 0124C003BA, 0166C007AA		5FM78A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC		5FM82A, Y1G18A, Y1F98A, 2EH31A, H0KP9AC		3325C001AA, 1419C002AA, 1423C002AA, 0166C007AA		5FM81A,Y1G00A, Y1F98A, 2EH31A, H0KP9AC		1PS54A, 2EH31A, H0KP9AC		3GY25A, 2EH31A, H0KP9AC		1PU51A		
EXTERNAL KEYBOARD W/BRACKET																			
Manufacturer MSRP (One Time)														B5L47-60102	\$210.00	B5L47-60102	\$210.00		
Per Unit Purchase Price (One Time)															\$159.76		\$159.76		
EXTERNAL DISPLAY W/BRACKET																			
Manufacturer MSRP (One Time)	3323C001AA	\$1,890.00	3323C001AA	\$1,890.00															
Per Unit Purchase Price (One Time)		\$982.66		\$982.66															
2ND FAX CARD																			
Manufacturer MSRP (One Time)	0167C007AA	\$525.00	0167C007AA	\$525.00					0167C007A	\$525.00									
Per Unit Purchase Price (One Time)		\$342.39		\$342.39						\$342.39									
3RD FAX CARD																			
Manufacturer MSRP (One Time)	0168C004AA	\$1,050.00	0168C004AA	\$1,050.00					0168C004AA	\$1,050.00									
Per Unit Purchase Price (One Time)		\$684.78		\$684.78						\$684.78									
EXTRA PAPER TRAY 1																			
Manufacturer MSRP (One Time)																			
Per Unit Purchase Price (One Time)																			
EXTRA PAPER TRAY 2																			
Manufacturer MSRP (One Time)																			
Per Unit Purchase Price (One Time)																			
EXTRA PAPER TRAY 3																			
Manufacturer MSRP (One Time)																			
Per Unit Purchase Price (One Time)																			
EXTRA PAPER TRAY 4																			
Manufacturer MSRP (One Time)																			
Per Unit Purchase Price (One Time)																			
EXTRA PAPER TRAY 5																			
Manufacturer MSRP (One Time)																			
Per Unit Purchase Price (One Time)																			
ENVELOPE FEEDER																			
Manufacturer MSRP (One Time)	Included		Included		Included		Included		Included		Included		Included		Included		Included		
Per Unit Purchase Price (One Time)																			
CONVENIENCE STAPLER																			
Manufacturer MSRP (One Time)	Included		Included		1348V957	\$330.00	1348V957	\$330.00	Included		1348V957	\$330.00	1348V957	\$330.00	1348V957	\$330.00	1348V957	\$330.00	
Per Unit Purchase Price (One Time)						\$154.65		\$154.65				\$154.65		\$154.65		\$154.65		\$154.65	
RFID INTERFACE																			
Manufacturer MSRP (One Time)																			
Per Unit Purchase Price (One Time)																			
NFC INTERFACE																			
Manufacturer MSRP (One Time)	1435C001AA	\$200.00	1435C001AA	\$200.00	J8030A	\$87.51	J8030A	\$87.51	1435C001AA	\$200.00	J8030A	\$87.51	J8030A	\$87.51	J8030A	\$87.51	J8030A	\$87.51	
Per Unit Purchase Price (One Time)		\$108.70		\$108.70		\$36.55		\$36.55		\$108.70		\$36.55		\$36.55		\$36.55		\$36.55	

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

MPS 2.0 Pricing
Sharp Electronics Corporation

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN
# of Required Devices per Category (Countywide)*	329	55	1,132	397	948	1,461	6,214	2,376	3,113
Minimum Monthly Impressions Per Device BW / Color	5,000	3,000	3,000	2,000	1,500	1,000	500	500	500
Co-Terminus Equipment Capital CPC Portion (Same for all Service Levels)	\$0.0144	\$0.0302	\$0.0163	\$0.0328	\$0.0275	\$0.0575	\$0.0243	\$0.0650	\$0.0174
Services / Standard Service Level - Cost per Copy (10 Hour Response time, 20 Hour Resolution time)									
Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)									
B&W Devices (based on 5% coverage)									
B&W Minimum Services Impression Rate	\$0.0030		\$0.0030		\$0.0030		\$0.0050		\$0.0080
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0174		\$0.0193		\$0.0305		\$0.0293		\$0.0254
Overage BW Usage Impression Rate	\$0.0030		\$0.0030		\$0.0030		\$0.0050		\$0.0080
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Minimum Services Usage Impression Rate		\$0.0300		\$0.0300		\$0.0300		\$0.0600	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0602		\$0.0628		\$0.0875		\$0.1250	
Overage Color Usage Impression Rate		\$0.0300		\$0.0300		\$0.0300		\$0.0600	
BW Usage Impression Rate		\$0.0030		\$0.0030		\$0.0030		\$0.0080	
Extended Service Hours (7 days a week, 24 hours a day)									
B&W Devices (based on 5% coverage)									
B&W Minimum Services Impression Rate	\$0.0180		\$0.0180		\$0.0180		\$0.0200		\$0.0230
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0324		\$0.0343		\$0.0455		\$0.0443		\$0.0404
Overage BW Usage Impression Rate	\$0.0030		\$0.0030		\$0.0030		\$0.0050		\$0.0080
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Minimum Services Usage Impression Rate		\$0.0450		\$0.0450		\$0.0450		\$0.0750	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0752		\$0.0778		\$0.1025		\$0.1400	
Overage Color Usage Impression Rate		\$0.0300		\$0.0300		\$0.0300		\$0.0600	
BW Usage Impression Rate		\$0.0030		\$0.0030		\$0.0030		\$0.0080	

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN

Services / Enhanced Service Level - Cost per Copy (5 Hour Response time, 10 Hour Resolution time)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

B&W Devices (based on 5% coverage)

B&W Minimum Services Impression Rate	\$0.0030		\$0.0030		\$0.0030		\$0.0050		\$0.0080
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0174		\$0.0193		\$0.0305		\$0.0293		\$0.0254
Overage BW Usage Impression Rate	\$0.0030		\$0.0030		\$0.0030		\$0.0050		\$0.0080

Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)

Color Minimum Services Usage Impression Rate		\$0.0300		\$0.0300		\$0.0300		\$0.0600	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0602		\$0.0628		\$0.0875		\$0.1250	
Overage Color Usage Impression Rate		\$0.0300		\$0.0300		\$0.0300		\$0.0600	
BW Usage Impression Rate		\$0.0030		\$0.0030		\$0.0030		\$0.0080	

Extended Service Hours (7 days a week, 24 hours a day)

B&W Devices (based on 5% coverage)

B&W Minimum Services Impression Rate	\$0.0180		\$0.0180		\$0.0180		\$0.0200		\$0.0230
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0324		\$0.0343		\$0.0455		\$0.0443		\$0.0404
Overage BW Usage Impression Rate	\$0.0030		\$0.0030		\$0.0030		\$0.0050		\$0.0080

Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)

Color Minimum Services Usage Impression Rate		\$0.0450		\$0.0450		\$0.0450		\$0.0750	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0752		\$0.0778		\$0.1025		\$0.1400	
Overage Color Usage Impression Rate		\$0.0300		\$0.0300		\$0.0300		\$0.0600	
BW Usage Impression Rate		\$0.0030		\$0.0030		\$0.0030		\$0.0080	

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN

Plus Services - Additional Consumables Management (In Addition to Standard or Enhanced Services)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

Usage Charge

	All Device Cats. (B&W & Color)
Additional Consumables Management Cost Per Copy	\$0.0020

Extended Service Hours (7 days a week, 24 hours a day)

Usage Charge

	All Device Cats. (B&W & Color)
Additional Consumables Management Cost Per Copy	\$0.0150

Plus Services - Onsite Service Technician (In Addition to Standard or Enhanced Services)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

	Monthly Rate
OnSite Service Technician Monthly Rate	\$5,000.00

Extended Service Hours (7 days a week, 24 hours a day)

	Monthly Rate
OnSite Service Technician Monthly Rate	\$21,500.00

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Model Proposed by Service Provider									
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN

Others - One Time Fees

Moves, Adds, Changes Costs

Location to Location (Flat Rate per Device)	\$150.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$75.00	\$75.00	\$75.00
Location to Location (Rate per Mile)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED

Labor Cost - Non-Business Hours (Hour)

	Hourly Rate	Minimum Hours
Standby Cost	\$1.50	
Callout Cost	\$225.00	2

Professional Services (Hour)

	Hourly Rate	Minimum Hours
As directed by Statement of Work	\$150.00	2

Disposal Charge (Unit)

	Disposal Charge
Desktop B&W Printers	\$25.00
Desktop Color Printers	\$25.00
Desktop B&W MFDs	\$25.00
Desktop Color MFDs	\$25.00
Floor Standing B&W Printers	\$25.00
Floor Standing Color Printers	\$25.00
Floor Standing B&W MFDs	\$25.00
Floor Standing Color MFDs	\$25.00
B&W Copiers	\$25.00
Color Copiers	\$25.00
Fax Machines	\$25.00
Desktop Scanners	\$25.00

* Estimate only

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

MANDATORY PRINT DEVICE ADD-ON HARDWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9									
Exhibit 11B - Mandatory Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small									
Model Proposed by Service Provider	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn									
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN									
HARDWARE - ONE TIME UPFRONT PAYMENT INCLUSIVE OF ALL PAYMENTS FOR TERM OF THE CONTRACT INCLUDING ANY/ALL EXTENSION OPTIONS																		
Product	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST
Floor Stand													MX-DS22	\$64.80	40C2300	\$177.84	35S8502	\$177.84
External Keyboard w/Bracket	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED						
2-3 Hole Puncher	MX-PN16B	\$169.20	MX-PN12B	\$168.48	MX-PN14B	\$169.20	MX-PN14B	\$169.20	MX-PN14B	\$169.20	MX-PN14B	\$169.20						
4-Way Stapling	MX-FN35	\$623.52	MX-FN20	\$347.76	MX-FN29	\$354.96	MX-FN29	\$354.96	MX-FN29	\$354.96	MX-FN29	\$354.96						
Extra Paper Tray 1													MX-CS14	\$46.08	40C2100	INCLUDED	36S3110	\$197.28
Extra Paper Tray 2													MX-CS14	\$46.08	40C2100	\$248.40	36S3110	\$197.28
Extra Paper Tray 3																	36S3110	\$197.28
Extra Paper Tray 4																	36S3110	\$197.28
External High Capacity Tray	MX-LC18	\$308.88	MX-LC12	\$318.96	MX-LC17N	\$308.88	MX-LC17N	\$308.88	MX-LC17N	\$308.88	MX-LC17N	\$308.88						
Wireless 802.11 Interface	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	27X0803	\$98.64	27X0803	\$98.64
RFID Interface	RDR6081AKU	\$151.92	RDR6081AKU	\$151.92	RDR6081AKU	\$151.92	RDR6081AKU	\$151.92	RDR6081AKU	\$151.92	RDR6081AKU	\$151.92	RDR6081AKU	\$151.92	RDR6081AKU	\$151.92		

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 11C - Optional Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN

HARDWARE - ONE TIME UPFRONT PAYMENT INCLUSIVE OF ALL PAYMENTS FOR TERM OF THE CONTRACT INCLUDING ANY/ALL EXTENSION OPTIONS

Product	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost
External Keyboard w/Bracket											N/A	N/A	N/A	N/A	N/A	N/A
External Display w/Bracket	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2nd Fax Card	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Third Fax Card	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Extra Paper Tray 1	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED				
Extra Paper Tray 2	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED				
Extra Paper Tray 3	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	MX-CS14	\$46.08	40C2100	\$248.40
Extra Paper Tray 4	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	MX-CS14	\$46.08	N/A	N/A
Extra Paper Tray 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Envelope Feeder	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Convenience Stapler	N/A	N/A	N/A	N/A	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	N/A	N/A	N/A	N/A
RFID Interface															RDR6081AKU	\$151.92
NFC Interface	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	N/A	N/A	N/A	N/A

OPTIONAL SOFTWARE (PROPRIETARY TO MANUFACTURER OF PRINT DEVICE)

Output Management Software

[illegible]

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

[illegible]

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

[illegible]

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 11C - Optional Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN

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MANDATORY 3RD PARTY SOFTWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
Output Management						
LRS						
LRS VPSX Suite - Enterprise Module	VPSXIA-PERP	\$193.54	VPSXIA-MAINT	\$44.66	VPSXIA-TERM	\$77.42
LRS VPSX Suite - DirectPrint Module	VPSXDP-PERP	\$77.42	VPSXDP-MAINT	\$17.87	VPSXDP-TERM	\$30.97
LRS VPSX Suite - Workplace Module	VPSXWP-PERP	\$116.12	VPSXWP-MAINT	\$26.80	VPSXWP-TERM	\$46.45
LRS VPSX Suite - OutputManager Module	VPSXOM-PERP	\$188.72	VPSXOM-MAINT	\$43.57	VPSXOM-TERM	\$75.48
LRS VPSX Suite - Output Manager add-on to VPSX Enterprise	VPSXOM-PERP	\$65.81	VPSXOM-MAINT	\$15.17	VPSXOM-TERM	\$25.16
LRS VPSX Suite - CI Module	VPSXCI-PERP	\$150.97	VPSXCI-MAINT	\$34.84	VPSXCI-TERM	\$60.40
LRS VPSX Suite - DPE Module	VPSXDPE-PERP	\$150.97	VPSXDPE-MAINT	\$34.84	VPSXDPE-TERM	\$60.40
LRS VPSX Suite - EI Module	VPSXEI-PERP	\$15.97	VPSXEI-MAINT	\$34.84	VPSXEI-TERM	\$60.40
LRS VPSX Suite - MFI Module	VPSXMFI-PERP	\$100.64	VPSXMFI-MAINT	\$23.24	VPSXMFI-TERM	\$40.25
LRS VPSX Suite - MI Module	VPSXMI-PERP	\$150.97	VPSXMI-MAINT	\$34.84	VPSXMI-TERM	\$60.40
LRS VPSX Suite - Impress Client	IMPRSSCLNT-PERP	\$85.16	IMPRSSCLNT-MAINT	\$16.64	IMPRSSCLNT-TERM	\$34.07
LRS VPSX - Virtual Session Printer Agent for Citrix & VMWare (Requires at least one VPSX Module)	VSPA-PERP	\$59,803.65	VSPA-MAINT	\$13,800.84	VSPA-TERM	\$23,921.46
LRS VPSX Suite - Mobile Connector	MOBILECONN-PERP	\$30.20	MOBILECONN-MAINT	\$6.96	MOBILECONN-TERM	\$12.01
LRS VPSX - LRS Transforms Module (Requires at least one VPSX Module)	TRNSFRM-PERP	\$58.07	TRNSFRM-MAINT	\$13.40	TRNSFRM-TERM	\$23.22
LRS VPSX - Innovate/Mill (Requires at least one VPSX Module)	INNOVATEMILL-PERP	\$104.52	INNOVATEMILL-MAINT	\$24.10	INNOVATEMILL-TERM	\$41.81
LRS MFPsecure for Canon	MFPSCAN-PERP	\$270.19	MFPSCAN-MAINT	\$62.36	MFPSCAN-TERM	\$116.12
LRS MFPsecure for Fuji Xerox	MFPSFX-PERP	\$192.78	MFPSFX-MAINT	\$44.49	MFPSFX-TERM	\$90.56
LRS MFPsecure for HP	MFPSHP-PERP	\$192.78	MFPSHP-MAINT	\$44.49	MFPSHP-TERM	\$90.56
LRS MFPsecure for Konica Minolta	MFPSKM-PERP	\$192.78	MFPSKM-MAINT	\$44.49	MFPSKM-TERM	\$90.56
LRS MFPsecure for Kyocera	MFPSKDS-PERP	\$192.78	MFPSKDS-MAINT	\$44.49	MFPSKDS-TERM	\$90.56
LRS MFPsecure for Lexmark	MFPSLEX-PERP	\$192.78	MFPSLEX-MAINT	\$44.49	MFPSLEX-TERM	\$90.56
LRS MFPsecure for Ricoh	MFPSRIC-PERP	\$192.78	MFPSRIC-MAINT	\$44.49	MFPSRIC-TERM	\$90.56
LRS MFPsecure for Samsung	MFPSSAM-PERP	\$192.78	MFPSSAM-MAINT	\$44.49	MFPSSAM-TERM	\$90.56
LRS MFPsecure for Sharp	MFPSSH-PERP	\$192.78	MFPSSH-MAINT	\$44.49	MFPSSH-TERM	\$90.56
LRS MFPsecure for Xerox	MFPSXRX-PERP	\$192.78	MFPSXRX-MAINT	\$44.49	MFPSXRX-TERM	\$90.56
LRS MFPsecure for XT (for non-control panel devices)	MFPSXT-PERP	\$116.12	MFPSXT-MAINT	\$26.80	MFPSXT-TERM	\$56.45
LRS VPSX - Secure Delivery (Virtual Queue Management)	VPSXSECDEL-PERP	\$94.83	VPSXSECDEL-MAINT	\$21.91	VPSXSECDEL-TERM	\$37.94
Nuance						
Nuance Equitrac Express 5: Suite Server License	EQ5EESU1	\$1,864.04	EQ5EESU1-1PS	\$186.40		
Nuance Equitrac Office 5: Suite Server License	EQ5EFSU1	\$2,194.38	EQ5EFSU1-1PS	\$219.44		
Nuance Equitrac Express/Office 5: Additional Print Server Add-On	EQ5PS010	\$866.35	EQ5PS010-1PS	\$86.67		
Nuance Equitrac Express/Office 5: Cluster Enabler Add-On	EQ5CLS01	\$2,996.63	EQ5CLS01-1PS	\$299.66		
Nuance Equitrac Express/Office 5: Embedded Device License Add-On	EQ5ED500	\$239.96	EQ5ED500-1PS	\$24.00		
Nuance Equitrac Express/Office 5: External Data Connector Add-On	EQ5DC001	\$464.04	EQ5DC001-1PS	\$46.40		
Nuance Equitrac Express/Office 5: Third party USB Card Reader License Add-On	EQ5CR001	\$39.33	EQ5CR001-1PS	\$3.93		
Nuance Equitrac Express/Office 5: Workstation Client Add-On	EQ5WS01K	\$6.89	EQ5WS01K-1PS	\$0.70		
Nuance Equitrac Express/Office 5: Web-based Release License Add-On	EQ5WR500	\$119.98	EQ5WR500-1PS	\$12.00		
Nuance Output Manager Device License	07OM001A4M0	\$476.75	07OM001M4M1	\$95.35		
Nuance Output Manager Network Print License (20 pack)	07OM004A4M0	\$318.01	07OM004M4M1	\$63.60		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
PaperCut						
PaperCut MF - Brother MFD Embedded License	PCMF-US01EGMFBR5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Brother MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXBR	\$146.07				
PaperCut MF - Canon MFD Embedded License	PCMF-US01EGMFCA5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Canon MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXCA	\$146.07				
PaperCut MF - Dell MFD Embedded License	PCMF-US01EGMFDE5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Dell MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXDE	\$146.07				
PaperCut MF - Epson MFD Embedded License	PCMF-US01EGMFEP5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Epson MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXEP	\$146.07				
PaperCut MF - FX MFD Embedded License	PCMF-US01EGMFFX5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - FX MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXFX	\$146.07				
PaperCut MF - HP MFD Embedded License	PCMF-US01EGMFHP5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.33		
PaperCut MF - HP MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXHP	\$146.07				
PaperCut MF - HP SFP Embedded License	PCMF-US01EGSFHP5	\$134.08	PCMF-US01MSEGSF5-1Y	\$0.65		
PaperCut MF - HP SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXHP	\$56.18				
PaperCut MF - Konica-Minolta MFD Embedded License	PCMF-US01EGMFKM5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Konica-Minolta MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXKM	\$146.07				
PaperCut MF - Kyocera MFD Embedded License	PCMF-US01EGMFKY5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.33		
PaperCut MF - Kyocera MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXKY	\$146.07				
PaperCut MF - Lexmark MFD Embedded License	PCMF-US01EGMFLX5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Lexmark MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXLX	\$146.07				
PaperCut MF - Lexmark SFP Embedded License	PCMF-US01EGSFLX5	\$137.08	PCMF-US01MSEGSF5-1Y	\$0.33		
PaperCut MF - Lexmark SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXLX	\$56.18				
PaperCut MF - Muratec MFD Embedded License	PCMF-US01EGMFMU5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Muratec MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXMU	\$146.07				
PaperCut MF - OKI MFD Embedded License	PCMF-US01EGMFOK5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - OKI MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXOK	\$146.07				
PaperCut MF - Ricoh MFD Embedded License	PCMF-US01EGMFRI5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Ricoh MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXRI	\$146.07				
PaperCut MF - Ricoh SFP Embedded License	PCMF-US01EGSFRI5	\$137.08	PCMF-US01MSEGSF5-1Y	\$0.33		
PaperCut MF - Ricoh SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXRI	\$56.18				
PaperCut MF - RISO MFD Embedded License	PCMF-US01EGMFRS5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - RISO MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXRS	\$146.07				
PaperCut MF - Sharp MFD Embedded License	PCMF-US01EGMF5SH5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Sharp MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXSH	\$146.07				
PaperCut MF - Toshiba MFD Embedded License	PCMF-US01EGMFTO5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Toshiba MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXTO	\$146.07				
PaperCut MF - Toshiba SFP Embedded License	PCMF-US01EGSFTO5	\$137.08	PCMF-US01MSEGSF5-1Y	\$0.33		
PaperCut MF - Toshiba SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXTO	\$56.18				
PaperCut MF - Xerox MFD Embedded License	PCMF-US01EGMFXE5	\$267.42	PCMF-US01MSEGMF5-1Y	\$0.65		
PaperCut MF - Xerox MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXXE	\$146.07				
PaperCut MF - Additional Print Release Station	PCMF-US01RS	\$146.07	PCMF-US01RS-1Y	\$0.35		
PaperCut MF - Standard Connector	PCMF-US01SC	\$42.57	PCMF-US01SC-1Y	\$0.10		
PaperCut MF - Advanced Connector	PCMF-US01AC	\$84.27	PCMF-US01AC-1Y	\$0.20		
PaperCut MF - Kiosk Connector	PCMF-US01KI	\$314.61	PCMF-US01KI-1Y	\$0.76		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA		Purchase		Annual Maintenance		Annual Subscription	
Product		Part #	Cost	Part #	Cost	Part #	Cost
PaperCut MF - Payment Gateway Connector Group 1		PCMF-US01P1	\$556.18	PCMF-US01P1-1Y	\$1.35		
PaperCut MF - Payment Gateway Connector Group 2		PCMF-US01P2	\$842.70	PCMF-US01P2-1Y	\$2.04		
PaperCut MF - Payment Gateway Connector Group 3		PCMF-US01P3	\$3,370.79	PCMF-US01P3-1Y	\$8.74		
PaperCut MF - Advanced Printer Deployment		PCMF-US01APD-LA	\$2,808.99	PCMF-US01APD-LA-1Y	\$6.81		
Pharos							
Pharos Beacon Secure Release Here License						BNSPS90E	\$98.88
Pharos Beacon Secure Release Here External Authentication Device License						BNSPS90H	\$98.88
Pharos Beacon Fleet Manager Device License						BN-FM-PA	\$5.39
Pharos Beacon Analytics Device License						BN-FM-PA-DEV	\$16.18
Pharos Beacon Mobile Release Device License						BN-SPS15	\$44.94
Pharos Beacon Complete Bundle License (Secure Release Here, Fleet Mgr. Analytics & Mobile Release)						BN-FM-PA-SPS	\$145.62
Pharos Beacon Mobile Bundle License (Fleet Mgr. Analytics & Mobile Release)						BN-FM-PA-SPS15	\$61.12
Pharos BluePrint Enterprise Device License		BP-BEO	\$22.02	BP-AMS-1-N	\$10.79	BP-BEO-YRLY	\$17.98
Pharos BluePrint Enterprise iMFP Embedded Authentication License & OneTime Lic. Fee		BP-IMFP & BP-IMFP-LF	\$191.01 / \$271.35	BP-AMS-1-IMFP	\$67.42	BP-IMFP-YRLY	\$215.73
Pharos BluePrint Enterprise Sentry SR25 External Authentication Device License		SR25	\$215.73	BP-AMS-1-SR25	\$67.42	SR25-YRLY	\$215.73
Pharos BluePrint Enterprise Magnetic Card Reader		CR-MAG-KBD	\$139.33				
Pharos BluePrint Enterprise Proximity Card Reader		CR-PROX-PLUS-V2	\$170.79				
Pharos UniPrint iMFP Embedded Authentication License & OneTime Lic. Fee		UP-IMFP & UP-IMFP-LF	\$191.01 / \$271.35	UP-AMS-1-N-IMFP	\$67.42	UP-IMFP-YRLY	\$215.73
Pharos UniPrint Sentry SR25 External Authentication Device License		SR25	\$215.73	UP-AMS-1-N-SR25	\$67.42	SR25-YRLY	\$215.73
Pharos UniPrint Enterprise Magnetic Card Reader		CR-MAG-KBD	\$139.33				
Pharos UniPrint Enterprise Proximity Card Reader		CR-PROX-PLUS-V2	\$170.79				
Pharos UniPrint Base License		UPX-HE-BASE	\$102,247.19	UP-AMS-1-N	\$29,213.48	UPX-HE-BASE-YRLY	\$29,213.48
Pharos UniPrint Signup Base License		SU-BASE	\$1,573.03	SU-AMS-1-N-BASE	\$449.44	SU-BASE-YRLY	\$719.10
Pharos UniPrint Signup Client License		SU-CAL-10	\$62.92	SU-AMS-1-N-CAL	\$17.98	SU-CAL-10-YRLY	\$28.76
Pharos UniPrint Gateway License		UP-BGW-BB	\$1,966.29	UP-AMS-1-N-GTWY	\$561.80	UP-BGW-BB-YRLY	\$898.88
Plus Technologies							
Plus Technologies OM Plus Delivery Manager		OMPCFLPP500	\$91.24	OMPCFLPP500-SUP	\$15.94	OMPCFLPP500-SUB	\$37.73
Plus Technologies OM Plus My Delivery Manager Add-on Module		MPDCFLPP500	\$31.28	MPDCFLPP500-SUP	\$5.46	MPDCFLPP500-SUB	\$12.93
Plus Technologies OM Plus Stats Manager Add-on Module		SMCFLPP500	\$15.64	SMCFLPP500-SUP	\$2.73	SMCFLPP500-SUB	\$6.41
Plus Technologies OM Plus iSat Add-on Module		iSatCFLPP500	\$331.46 / \$780.90	iSatCFLPP500-SUP	\$57.90 / \$136.40	iSatCFLPP500-SUB	\$138.20 / \$341.5
Plus Technologies OM Plus Fleet Manager Add-on Module		FMCFLPP500	\$12.76	FMCFLPP500-SUP	\$2.43	FMCFLPP500-SUB	\$5.73
PrinterLogic							
PrinterLogic Printer Installer - XPack 50		PI-P-CO-X-50	\$3,716.63	PI-M-CO-X-50	\$929.49	PI-S-CO-X-50	\$1,681.35
PrinterLogic Printer Installer - XPack 100		PI-P-CO-X-100	\$4,990.79	PI-M-CO-X-100	\$1,248.09	PI-S-CO-X-100	\$2,258.43
PrinterLogic Printer Installer Pull Printing Add-on Module - XPack 50		PI-P-PP-X-50	\$664.04	PI-M-PP-X-50	\$664.04	PI-S-PP-X-50	\$1,206.74
PrinterLogic Printer Installer Pull Add-on Printing Module - XPack 100		PI-P-PP-X-100	\$3,716.63	PI-M-PP-X-100	\$929.49	PI-S-PP-X-100	\$1,635.51
PrinterLogic Printer Installer Mobile Printing Add-on Module - XPack 50		PI-P-MP-X-50	\$1,104.27	PI-M-MP-X-50	\$274.72	PI-S-MP-X-50	\$488.76
PrinterLogic Printer Installer Mobile Printing Add-on Module - XPack 100		PI-P-MP-X-100	\$1,686.52	PI-M-MP-X-100	\$371.63	PI-S-MP-X-100	\$654.61

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
Workflow Management						
LRS						
LRS MFPsecure Scan	MFPSIMAGE-PERP	\$376.12	MFPSIMAGE-MAINT	\$86.80	MFPSIMAGE-TERM	\$176.78
LRS PageCenterX	PCX-PERP	\$1,316.07	PCX-MAINT	\$303.71	PCX-TERM	\$526.43
LRS PageCenterX/Satellite	PCXSAT-PERP	\$1,645.09	PCXSAT-MAINT	\$379.64	PCXSAT-TERM	\$658.03
LRS Intelligent Document Bundling for VPSX (Requires at least one VPSX Module)	IDB-PERP	\$59,781.74	IDB-MAINT	\$13,800.84	IDB-TERM	\$23,921.46
LRS FormPort for VPSX (Requires at least one VPSX Module)	FORMPRT-PERP	\$170.31	FORMPRT-MAINT	\$39.31	FORMPRT-TERM	\$68.15
LRS FormPort Designer for VPSX (Requires at least one VPSX Module)	FORMPRTDGN-PERP	\$4,230.84	FORMPRTDGN-MAINT	\$976.69	FORMPRTDGN-TERM	\$1,692.19
Nuance						
Nuance AutoStore Device License	07AS001A4M0	\$83.07	07AS001M4M1	\$167.62		
Nuance AutoStore Mobile/WebCapture User License (20 pack)	07MW001A4M0	\$168.54	07MW001M4M1	\$33.71		
Nuance AutoStore QuickCapture Pro Device License	07AS017A4M0	\$838.07	07AS017M4M1	\$167.62		
Nuance AutoStore AutoCapture User License (20 pack)	07AS016A4M0	\$202.25	07AS016M4M1	\$40.45		
Nuance AutoStore AutoCapture & WebCapture/Mobile User License (20 pack)	07BU003A1M0	\$1,074.44	07BU003M1M1	\$216.89		
Nuance eCopy ShareScan V6 Enterprise Embedded License	ESD-BE76A-XT0-6.0	\$383.43	MNT-BE76-XT1-6.0	\$46.01		
Nuance eCopy ShareScan V6 Enterprise Embedded License Loyalty Exchange (One-time OEM Switch; includes 1st Yr. Maint.)	ESD-BE76A-LL1-6.0	\$265.11				
Nuance eCopy ShareScan V6 Business Connect Suite User License	ESD-CH76A-XT0-6.0G	\$21.18	MNT-CH62-XT1-G	\$4.24		
Nuance AutoStore & Output Manager Healthcare Bundle (Includes High Availability AutoStore & Output Manager Device Licenses)	07BU005A5M0	\$1,038.66	07BU005M5M1	\$207.73		
Nuance eCopy ScanStation V6 Device License	ESD-D476A-XL0-6.0	\$2,187.36	MNT-D476-XL1-6.0	\$262.19		
Nuance eCopy ScanStation V6 License Loyalty Exchange (One-time OEM Switch; includes 1st Yr. Maint.)	ESD-D476A-LL1-6.0	\$481.29				
Nuance eCopy ScanStation V6 Complete Kiosk (Device License, Kiosk, Touchscreen & PC)	L276X-W00-6.0	\$3,063.76	MNT-D476-XL1-6.0	\$262.19		
Nuance eCopy ScanStation Touchscreen	08-00150	\$477.53				
Nuance eCopy ScanStation Kiosk Only	09-00015	\$617.98				
Nuance eCopy PDF Pro Office License			MNT-D909A-X00	\$21.91		
Nuance Power PDF Advanced Loyalty	LIC-AV09Z-L00-3.0-J	\$29.69	MNT-LIC-AV09Z-L00-3.0-J	\$5.93		
Nuance Power PDF 3 Advanced	LIC-AV09Z-T00-3.0-J	\$47.48	MNT-LIC-AV09Z-T00-3.0-J	\$9.49		
Fax Management						
OpenText						
OpenText RightFax Fax Server Business Edition X	1000021375	\$1,765.45	1000021376	\$487.27		
OpenText RightFax Fax Server Business Edition X - Backup/Test-Development	1000021382	\$883.15	1000021383	\$243.75		
OpenText RightFax Fax Server Enterprise Edition X	1000021435	\$4,685.39	1000021436	\$1,293.17		
OpenText RightFax Fax Server Enterprise Edition X - Backup/Test-Development	1000021478	\$2,342.70	1000021479	\$646.58		
OpenText RightFax Fax Server Enterprise Integration Edition X	1000021448	\$17,692.42	1000021449	\$4,883.10		
OpenText RightFax Fax Server Enterprise Integration Edition X - Backup/Test-Development	1000021461	\$8,846.63	1000021462	\$2,441.67		
OpenText RightFax Fax Server Enterprise Shared DB	1000021300	\$1,676.97	1000021301	\$462.84		
OpenText RightFax Fax Server Enterprise Shared DB - Backup/Test-Development	1000021322	\$838.48	1000021323	\$231.43		
OpenText RightFax Fax Server Enterprise Suite - Backup/Test-Development	1000021240	\$4,200.84	1000021241	\$1,159.44		
OpenText RightFax Fax Server Enterprise Suite Edition	1000021485	\$8,401.69	1000021500	\$2,318.87		
OpenText RightFax Fax Server Enterprise Suite Edition - Backup/Test-Development	1000021493	\$4,200.84	1000021494	\$2,074.65		
OpenText RightFax Fax Server Enterprise Suite Edition X	1000021486	\$8,401.69	1000021487	\$2,318.86		
OpenText RightFax Analytics	1000021088	\$7,516.85	1000021098	\$731.48		
OpenText RightFax Business Integration	1000021298	\$2,650.28	1000021299	\$2,318.87		
OpenText RightFax Business Integration - Backup/Test-Development	1000021320	\$1,325.56	1000021321	\$1,159.43		
OpenText RightFax Fax Server Integration Module	1000021294	\$8,401.69	1000021295	\$462.84		
OpenText RightFax Fax Server Integration Module - Backup/Test-Development	1000021316	\$4,200.84	1000021317	\$231.43		
OpenText RightFax Fax Server Lotus Notes	1000021286	\$1,676.97	1000021287	\$462.84		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
OpenText RightFax Fax Server Lotus Notes - Backup/Test-Development	1000021308	\$838.48	1000021309	\$231.49		
OpenText RightFax Fax Server MS Exchange	1000021288	\$1,676.97	1000021289	\$609.37		
OpenText RightFax Fax Server MS Exchange - Backup/Test-Development	1000021310	\$838.48	1000021311	\$304.92		
OpenText RightFax Fax Server PDF & Searchable PDF	1000021512	\$2,207.87	1000021515	\$462.84		
OpenText RightFax Fax Server PDF & Searchable PDF - Backup/Test-Development	1000021513	\$1,104.78	1000021514	\$231.43		
OpenText RightFax Fax Server PDF Module	1000021290	\$1,676.97	1000021291	\$146.53		
OpenText RightFax Fax Server PDF Module - Backup/Test-Development	1000021312	\$838.48	1000021313	\$73.27		
OpenText RightFax Fax Server Searchable PDF	1000020836	\$530.90	1000020839	\$1,219.90		
OpenText RightFax Fax Server Searchable PDF - Backup/Test-Development	1000020837	\$265.45	1000020838	\$610.07		
OpenText RightFax Fax Server Encryption Module	1000020317	\$4,419.94	1000020318	\$218.63		
OpenText RightFax Fax Server Encryption Module - Backup/Test-Development	1000020339	\$2,210.39	1000020340	\$109.31		
OpenText RightFax Additional Document Delivery Channel	1000021282	\$792.13	1000021283	\$134.44		
OpenText RightFax Additional Document Delivery Channel - Backup/Test-Development	1000021306	\$396.07	1000021307	\$67.21		
OpenText RightFax Fax Over IP Enable an Existing RightFax Document Delivery Channel	1000021413	\$487.08	1000021416	\$353.07		
OpenText RightFax Fax Over IP Enable an Existing RightFax Document Delivery Channel - Backup/Test-Development	1000021414	\$243.54	1000021415	\$176.76		
OpenText RightFax Fax Over IP Enabled Fax Channel	1000021402	\$1,279.21	1000021417	\$462.84		
OpenText RightFax Fax Over IP Enabled Fax Channel - Backup/Test-Development	1000021411	\$640.45	1000021412	\$231.43		
OpenText RightFax Fax Server Connector 2.0 for SharePoint Server	1000020448	\$1,676.97	1000020449	\$30.70		
OpenText RightFax Fax Server Connector 2.0 for SharePoint Server 2007 - Backup/Test-Development	1000020482	\$838.48	1000020483	\$231.43		
OpenText RightFax Fax Server Connector 3.0 for Hewlett Packard MFP	1000020452	\$111.24	1000020453	\$30.70		
OpenText RightFax Fax Server Connector 3.0 for Ricoh ESA MFP	1000020496	\$111.24	1000020497	\$30.70		
OpenText RightFax Fax Server Connector 3.0 for Sharp MFP	1000020462	\$111.24	1000020463	\$30.70		
OpenText RightFax Fax Server Connector 3.0 for Xerox MFP	1000020458	\$111.24	1000020459	\$30.70		
OpenText RightFax Fax Server Connector for all Konica Minolta MFP	1000021186	\$111.24	1000021187	\$30.70		
OpenText RightFax Fax Server Connector for HP OXPd MFP	1000020301	\$111.24	1000020302	\$30.70		
OpenText RightFax Fax Server Connector for SAP R/3	1000021296	\$7,516.85	1000021297	\$2,074.65		
OpenText RightFax Fax Server Connector for Xerox EIP MFP	1000020508	\$111.24	1000020509	\$30.70		
OpenText RightFax Fax Server SMTP Connector for MFP	1000021572	\$111.24	1000021573	\$30.70		
OpenText Fax2Mail - Cloud fax service Priced per page - 1-9,999 pages committed per month					PLE-0207691 (1-9,999)	\$0.10/page
OpenText Fax2Mail - Cloud fax service Priced per page – 10,000-49,999 pages committed per month					PLE-0207691 (10,000-49,999)	\$0.10/page
OpenText Fax2Mail - Cloud fax service Priced per page – 50,000-99,999 pages committed per month					PLE-0207691 (50,000-99,999)	\$0.10/page
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 1-9,999 pages committed per month					PLE-0224423 (1-9,999)	\$0.10/page
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 10,000-49,999 pages committed per month					PLE-0224423 (10,000-49,999)	\$0.10/page
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 50,000-99,999 pages committed per month					PLE-0224423 (50,000-99,999)	\$0.10/page

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE MANDATORY PRINT DEVICE HARDWARE BREAKDOWN

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 25A - Mandatory Hardware Breakdown	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Proivder	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN
# of Required Devices per Category (Countywide)*	329	55	1,132	397	948	1,461	6,214	2,376	3,113
Manufacturer Per Unit MSRP (One Time)	\$32,505.00	\$39,460.00	\$21,430.00	\$27,755.00	\$17,680.00	\$24,455.00	\$4,145.00	\$5,740.00	\$1,351.00
Per Unit Purchase Price (One Time)	\$4,437.00	\$5,566.00	\$3,015.00	\$4,033.00	\$2,536.00	\$3,536.00	\$748.08	\$1,998.31	\$536.52
Services / Standard Service Level - No Minimum Usage Only Cost per Copy (10 Hour Response time, 20 Hour Resolution time)									
Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)									
B&W Devices (based on 5% coverage)									
B&W Impression Rate Usage Only	\$0.0030		\$0.0030		\$0.0030		\$0.0050		\$0.0080
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Impression Rate Usage Only		\$0.0300		\$0.0300		\$0.0300		\$0.0600	
B&W Impression Rate Usage Only		\$0.0030		\$0.0030		\$0.0030		\$0.0080	

COMPREHENSIVE MANDATORY PRINT DEVICE HARDWARE BREAKDOWN

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 25A - Mandatory Hardware Breakdown	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Proivder	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN
Services / Enhanced Service Level - No Minimum Usage Only Cost per Copy (5 Hour Response time, 10 Hour Resolution time)									
Extended Service Hours (7 days a week, 24 hours a day)									
B&W Devices (based on 5% coverage)									
B&W Impression Rate Usage Only	\$0.0180		\$0.0180		\$0.0180		\$0.0200		\$0.0230
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Impression Rate Usage Only		\$0.0450		\$0.0450		\$0.0450		\$0.0750	
B&W Impression Rate Usage Only		\$0.0180		\$0.0180		\$0.0180		\$0.0230	

* Estimate only

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE MANDATORY PRINT DEVICE ADD-ON HARDWARE BREAKDOWN

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1		2		3		4		5		6		7		8		9	
Exhibit 25B - Mandatory Add-On Breakdown	B&W MFD Hi-Speed		Color MFD Hi-Speed		B&W MFD Large		Color MFD Large		B&W MFD Mid-Size		Color MFD Mid-Size		B&W MFD Small		Color MFD Small		B&W Printer Small	
Model Proposed by Service Provider	SHARP MX-M7570		SHARP MX-7580N		SHARP MX-M6071		SHARP MX-6071		SHARP MX-M5071		SHARP MX-5071		SHARP MX-B376W		Lexmark CX725dhe		Lexmark MS621dn	
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15		MX-7580N, MX-FN19, MX-RB12N, MX-FX15		MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15		MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15		MX-M5071, MX-DE27N, MX-FN27N, MX-FX15		MX-5071, MX-DE27N, MX-FN27N, MX-FX15		MX-B376W		CX725DHE		MS621DN	
Product	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST
FLOOR STAND																		
Manufacturer MSRP (One Time)													MX-DS22	\$250.00				
Per Unit Purchase Price (One Time)														\$55.50	40C2300	\$384.29	35S8502	\$384.29
																\$151.69		\$151.69
EXTERNAL KEYBOARD W/BACKET																		
Manufacturer MSRP (One Time)	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED						N/A
Per Unit Purchase Price (One Time)		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED						N/A
2-3 HOLE PUNCHER																		
Manufacturer MSRP (One Time)	MX-PN16B	\$735.00	MX-PN12B	\$850.00	MX-PN14B	\$735.00	MX-PN14B	\$735.00	MX-PN14B	\$735.00	MX-PN14B	\$735.00						N/A
Per Unit Purchase Price (One Time)		\$144.30		\$143.86		\$144.30		\$144.30		\$144.30		\$144.30						N/A
4-WAY STAPLING																		
Manufacturer MSRP (One Time)	MX-FN35	\$6,000.00	MX-FN20	\$4,725.00	MX-FN29	\$3,050.00	MX-FN29	\$3,050.00	MX-FN29	\$3,050.00	MX-FN29	\$3,050.00						N/A
Per Unit Purchase Price (One Time)		\$532.80		\$297.04		\$303.25		\$303.25		\$303.25		\$303.25						N/A
EXTRA PAPER TRAY 1																		
Manufacturer MSRP (One Time)													MX-CS14	\$220.00	40C2100	\$388.57	36S3110	\$249.00
Per Unit Purchase Price (One Time)														\$39.07		\$212.36		\$168.54
EXTRA PAPER TRAY 2																		
Manufacturer MSRP (One Time)													MX-CS14	\$220.00	40C2100	\$355.57	36S3110	\$249.00
Per Unit Purchase Price (One Time)														\$39.07		\$212.36		\$168.54
EXTRA PAPER TRAY 3																		
Manufacturer MSRP (One Time)																	36S3110	\$249.00
Per Unit Purchase Price (One Time)																		\$168.54
EXTRA PAPER TRAY 4																		
Manufacturer MSRP (One Time)																	36S3110	\$249.00
Per Unit Purchase Price (One Time)																		\$168.54
EXTRA HIGH CAPACITY TRAY																		
Manufacturer MSRP (One Time)	MX-LC18	\$1,570.00	MX-LC12	\$1,570.00	MX-LC17N	\$1,570.00	MX-LC17N	\$1,570.00	MX-LC17N	\$1,570.00	MX-LC17N	\$1,570.00						
Per Unit Purchase Price (One Time)		\$263.74		\$272.17		\$263.74		\$263.74		\$263.74		\$263.74						
WIRELESS 802.11 INTERFACE																		
Manufacturer MSRP (One Time)	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	STANDARD	INCLUDED	27X0803	\$227.14	27X0803	\$99.00
Per Unit Purchase Price (One Time)		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		INCLUDED		\$84.27		\$84.27
RFID INTERFACE																		
Manufacturer MSRP (One Time)	RDR6081AKU	\$209.00	RDR6081AKU	\$209.00	RDR6081AKU	\$209.00	RDR6081AKU	\$209.00	RDR6081AKU	\$209.00	RDR6081AKU	\$209.00	RDR6081AKU	\$209.00	RDR6081AKU	\$209.00		\$209.00
Per Unit Purchase Price (One Time)		\$130.00		\$130.00		\$130.00		\$130.00		\$130.00		\$130.00		\$130.00		\$130.00		\$130.00

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE OPTIONAL PRINT DEVICE HARDWARE BREAKDOWN

SHARP BUSINESS SYSTEMS - SOUTHERN CALIFORNIA	1	2	3	4	5	6	7	8	9
Exhibit 25C - Optional Add-On Breakdown	B&W	Color	B&W	Color	B&W	Color	B&W	Color	B&W
Model Proposed by Service Provider	SHARP MX-M7570	SHARP MX-7580N	SHARP MX-M6071	SHARP MX-6071	SHARP MX-M5071	SHARP MX-5071	SHARP MX-B376W	Lexmark CX725dhe	Lexmark MS621dn
Product Codes	MX-M7570, MX-FN34, MX-RB26, MX-FX15	MX-7580N, MX-FN19, MX-RB12N, MX-FX15	MX-M6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-6071, MX-DE27N, MX-FN28, MX-RB25, MX-FX15	MX-M5071, MX-DE27N, MX-FN27N, MX-FX15	MX-5071, MX-DE27N, MX-FN27N, MX-FX15	MX-B376W	CX725DHE	MS621DN
EXTERNAL KEYBOARD W/BACKET									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
EXTERNAL DISPLAY W/BACKET									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
2ND FAX CARD									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
3RD FAX CARD									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
EXTRA PAPER TRAY 1									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
EXTRA PAPER TRAY 2									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
EXTRA PAPER TRAY 3									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
EXTRA PAPER TRAY 4									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
EXTRA PAPER TRAY 5									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
ENVELOPE FEEDER									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
CONVENIENCE STAPLER									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
RFID INTERFACE									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									
NFC INTERFACE									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)									

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

MPS 2.0 Pricing
Xerox Corporation

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST
# of Required Devices per Category (Countywide)*	329	55	1,132	397	948	1,461	6,214	2,376	3,113
Minimum Monthly Impressions Per Device BW / Color	5,000	3,000	3,000	2,000	1,500	1,000	500	500	500
Co-Terminus Equipment Capital CPC Portion (Same for all Service Levels)	\$0.0268	\$0.0453	\$0.0383	\$0.0585	\$0.0752	\$0.1044	\$0.0497	\$0.0935	\$0.0422
Services / Standard Service Level - Cost per Copy (10 Hour Response time, 20 Hour Resolution time)									
Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)									
B&W Devices (based on 5% coverage)									
B&W Minimum Services Impression Rate	\$0.0046		\$0.0046		\$0.0046		\$0.0046		\$0.0046
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0314		\$0.0429		\$0.0798		\$0.0543		\$0.0468
Overage BW Usage Impression Rate	\$0.0087		\$0.0087		\$0.0087		\$0.0087		\$0.0087
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Minimum Services Usage Impression Rate		\$0.0046		\$0.0046		\$0.0046		\$0.0046	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0499		\$0.0631		\$0.1090		\$0.0981	
Overage Color Usage Impression Rate		\$0.0358		\$0.0358		\$0.0358		\$0.1036	
BW Usage Impression Rate		\$0.0087		\$0.0087		\$0.0087		\$0.0087	
Extended Service Hours (7 days a week, 24 hours a day)									
B&W Devices (based on 5% coverage)									
B&W Minimum Services Impression Rate	\$0.0216		\$0.0291		\$0.0502		\$0.0403		\$0.0355
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0484		\$0.0674		\$0.1254		\$0.0900		\$0.0777
Overage BW Usage Impression Rate	\$0.0087		\$0.0087		\$0.0087		\$0.0087		\$0.0087
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Minimum Services Usage Impression Rate		\$0.0157		\$0.0187		\$0.0258		\$0.0269	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0610		\$0.0772		\$0.1302		\$0.1204	
Overage Color Usage Impression Rate		\$0.0358		\$0.0358		\$0.0358		\$0.1036	
BW Usage Impression Rate		\$0.0087		\$0.0087		\$0.0087		\$0.0087	

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST

Services / Enhanced Service Level - Cost per Copy (5 Hour Response time, 10 Hour Resolution time)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

B&W Devices (based on 5% coverage)

B&W Minimum Services Impression Rate	\$0.0069		\$0.0069		\$0.0069		\$0.0069		\$0.0069
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0337		\$0.0452		\$0.0821		\$0.0566		\$0.0491
Overage BW Usage Impression Rate	\$0.0131		\$0.0131		\$0.0131		\$0.0131		\$0.0131

Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)

Color Minimum Services Usage Impression Rate		\$0.0069		\$0.0069		\$0.0069		\$0.0069	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0522		\$0.0654		\$0.1113		\$0.1004	
Overage Color Usage Impression Rate		\$0.0537		\$0.0537		\$0.0537		\$0.1554	
BW Usage Impression Rate		\$0.0131		\$0.0131		\$0.0131		\$0.0131	

Extended Service Hours (7 days a week, 24 hours a day)

B&W Devices (based on 5% coverage)

B&W Minimum Services Impression Rate	\$0.0252		\$0.0327		\$0.0529		\$0.0431		\$0.0383
Bundled Minimum Monthly CPC (Equipment & Services)	\$0.0520		\$0.0710		\$0.1281		\$0.0928		\$0.0805
Overage BW Usage Impression Rate	\$0.0131		\$0.0131		\$0.0131		\$0.0131		\$0.0131

Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)

Color Minimum Services Usage Impression Rate		\$0.0186		\$0.0215		\$0.0286		\$0.0297	
Bundled Minimum Monthly CPC (Equipment & Services)		\$0.0639		\$0.0800		\$0.1330		\$0.1232	
Overage Color Usage Impression Rate		\$0.0537		\$0.0537		\$0.0537		\$0.1554	
BW Usage Impression Rate		\$0.0131		\$0.0131		,0131		\$0.0131	

Plus Services - Additional Consumables Management (In Addition to Standard or Enhanced Services)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

Usage Charge

	All Device Cats. (B&W & Color)
Additional Consumables Management Cost Per Copy	\$0.0034

Extended Service Hours (7 days a week, 24 hours a day)

Usage Charge

	All Device Cats. (B&W & Color)
Additional Consumables Management Cost Per Copy	\$0.0051

Plus Services - Onsite Service Technician (In Addition to Standard or Enhanced Services)

Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST

	Monthly Rate
OnSite Service Technician Monthly Rate	\$6,650.00

Extended Service Hours (7 days a week, 24 hours a day)

	Monthly Rate
OnSite Service Technician Monthly Rate	\$9,975.00

MANDATORY PRINT DEVICE HARDWARE/SOFTWARE/SERVICES CPC PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11A - Mandatory CPC Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST

Others - One Time Fees

Moves, Adds, Changes Costs

Location to Location (Flat Rate per Device)	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$187.50
Location to Location (Rate per Mile)	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58

Labor Cost - Non-Business Hours (Hour)

	Hourly Rate	Minimum Hours
Standby Cost	\$60.00	
Callout Cost	\$130.00	2

Professional Services (Hour)

	Hourly Rate	Minimum Hours
As directed by Statement of Work	\$160.00	1

Disposal Charge (Unit)

	Disposal Charge
Desktop B&W Printers	\$50.00
Desktop Color Printers	\$50.00
Desktop B&W MFDs	\$50.00
Desktop Color MFDs	\$50.00
Floor Standing B&W Printers	\$50.00
Floor Standing Color Printers	\$50.00
Floor Standing B&W MFDs	\$50.00
Floor Standing Color MFDs	\$50.00
B&W Copiers	\$50.00
Color Copiers	\$50.00
Fax Machines	\$50.00
Desktop Scanners	\$50.00

* Estimate only
NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

MANDATORY PRINT DEVICE ADD-ON HARDWARE PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11B - Mandatory Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST

HARDWARE - ONE TIME UPFRONT PAYMENT INCLUSIVE OF ALL PAYMENTS FOR TERM OF THE CONTRACT INCLUDING ANY/ALL EXTENSION OPTIONS

Product	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST	PART #(S)	COST
Floor Stand											STNDSTORE	\$299.00	AQQ	\$249.00	STNDSTORE	\$299.00
External Keyboard w/Bracket	B80XX-17	\$300.00	C80XX-17	\$300.00	C80XX-17	\$300.00	C80XX-17	\$300.00	C80XX-17	\$300.00	C80XX-17	\$300.00				
2-3 Hole Puncher	3HOLEPCH/2H PLGL	\$999.00	FINLX-3HP	\$495.00	FINLX-3HP	\$495.00	FINLX-3HP	\$495.00	FINLX-3HP	\$495.00	FINLX-3HP	\$495.00				
4-Way Stapling	OFCBM-B80	\$1,500.00	BRFB-C80	\$1,549.00	BRFB-C80	\$1,549.00	BRFB-C80	\$1,549.00	BRFB-C80	\$1,549.00	BRFB-C80	\$1,549.00				
Extra Paper Tray 1											WCTRAY1	\$199.00	8WA	\$299.00	PHTRAY1	\$199.00
Extra Paper Tray 2											WCTRAY2	\$199.00	8WA	\$299.00	PHTRAY2	\$199.00
Extra Paper Tray 3															PHTRAY3	\$199.00
Extra Paper Tray 4															Not Requested	\$0.00
External High Capcity Tray	HICAPFDR	\$1,495.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00				
Wireless 802.11 Interface	WIRELESS	\$99.00	WIRELESS	\$99.00	WIRELESS	\$99.00	WIRELESS	\$99.00	WIRELESS	\$99.00	WIRELESS	\$99.00	WIFIVL	\$49.00	WIFIVL	\$40.00
RFID Interface	RFID-B80	\$240.00	RFID-C80	\$240.00	RFID-C80	\$240.00	RFID-C80	\$240.00	RFID-C80	\$240.00	RFID-C80	\$240.00	RFIDKIT2	\$219.00	RFID70	\$240.00

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11C - Optional Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRf-C80, FAX-1LINE	C8055H, BRf-C80, FAX-1LINE	C8045H, BRf-C80, FAX-1LINE	C8045H, BRf-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST

HARDWARE - ONE TIME UPFRONT PAYMENT INCLUSIVE OF ALL PAYMENTS FOR TERM OF THE CONTRACT INCLUDING ANY/ALL EXTENSION OPTIONS

Product	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost	Part #	Cost
External Keyboard w/Bracket											NA	\$0.00	NA	\$0.00	NA	\$0.00
External Display w/Bracket	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
2nd Fax Card	Fax-2line	\$1,395.00	Fax-2line	\$1,395.00	Fax-2line	\$1,395.00	Fax-2line	\$13,995.00	Fax-2line	\$1,395.00	Fax-2line	\$1,395.00	NA	\$0.00	NA	\$0.00
Third Fax Card	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00		
Extra Paper Tray 1	HICAPFDR	\$1,495.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00	HCBF2W	\$1,039.00				
Extra Paper Tray 2	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00				
Extra Paper Tray 3	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	WCTRAY3	\$199.00	8WA	\$299.00
Extra Paper Tray 4	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	8WA	\$299.00
Extra Paper Tray 5	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
Envelope Feeder	ENVKIT2	\$199.00	ENVELTRY	\$299.00	ENVELTRY	\$299.00	ENVELTRY	\$299.00	ENVELTRY	\$299.00	ENVELTRY	\$299.00	NA	\$0.00	NA	\$0.00
Convenience Stapler	CONVSTPL3	\$225.00	STAPLER	\$299.00	STAPLER	\$299.00	STAPLER	\$299.00	STAPLER	\$299.00	STAPLER	\$299.00	NA	\$0.00	NA	\$0.00
RFID Interface															RFIDKIT	\$219.00
NFC Interface	Included	\$0.00	Included	\$0.00	Included	\$0.00	Included	\$0.00	Included	\$0.00	Included	\$0.00	Included	\$0.00	Included	\$0.00

OPTIONAL SOFTWARE (PROPRIETARY TO MANUFACTURER OF PRINT DEVICE)

Output Management Software

Product	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
XEROX workplace Cloud MOBILEPRINT -1 MFP-1YR					300N03886	\$90.58
XEROX workplace Cloud MOBILEPRINT -3 MFP-1YR					300N03887	\$268.56
XEROX workplace Cloud MOBILEPRINT -10 MFP-1YR					300N03888	\$399.46
XEROX workplace Cloud MOBILEPRINT -25 MFP-1YR					300N03889	\$1,128.10
XEROX workplace Cloud MOBILEPRINT -50 MFP-1YR					300N03890	\$1,503.65
XEROX workplace Cloud MOBILEPRINT -100 MFP-1YR					300N03891	\$2,500.99
XEROX workplace Cloud MOBILEPRINT -250 MFP-1YR					300N03892	\$6,700.32
XEROX workplace Cloud MOBILEPRINT -1000 MFP-1YR					300N03893	\$22,359.02
XEROX workplace Cloud MOBILEPRINT -2000 MFP-1YR					300N03894	\$41,744.02
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -1MFP-1YR					300N03895	\$159.26
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -5MFP-1YR					300N03896	\$436.46
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -10MFP-1YR					300N03897	\$631.58
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -25MFP-1YR					300N03898	\$1,384.13
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -50MFP-1YR					300N03899	\$2,303.42
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -100MFP-1YR					300N03900	\$3,576.24
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -250MFP-1YR					300N03901	\$8,752.46
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -1000MFP-1YR					300N03902	\$29,540.88
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT -2000MFP-1YR					300N03903	\$55,420.13
XEROX workplace Cloud MOBILEPRINT & PRINTMGMT ENABLE-VAR					300N03904	\$27.07

MANAGED PRINT SERVICES (MPS) 2.0

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11C - Optional Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST
XEROX APPS FORMS MANAGER APP - 1200 SCAN PAGES - TIER 1			614N16346	\$124.13					
XEROX APPS FORMS MANAGER APP - 2500 SCAN PAGES - TIER 1			614N16349	\$217.73					
XEROX APPS STUDIO SCAN TO DROPBOX	300N03747	\$62.40							
XEROX APPS STUDIO PRINT TO DROPBOX	300N03748	\$62.40							
XEROX APPS STUDIO SCAN TO OFFICE 365	300N03749	\$62.40							
XEROX APPS STUDIO PRINT TO OFFICE 365	300N03750	\$62.40							
XEROX APPS CONNECTOR CUSTOM			300N09999	\$124.13					
XEROX Print Security Audit ADVANCED Password Management	300X03901	\$2,139.00							
XEROX Print Security Audit ADVANCED Continuous Improvement	300X03902	\$19,440.00							
XEROX Print Security Audit ADVANCED Firmware Updates	300X03903	\$19,440.00							
XEROX Print Security Audit ADVANCED Reports	300X03904	\$11,625.00							
XEROX Solution Development Kit (SDK) - Cloud Tier 2	300X07901	\$73,125.00							
XEROX Solution Development Kit (SDK) - On Prem Tier 2	300X07902	\$91,687.00							
XEROX User Analytics	300X05901	\$2,450.00							
GABI voice including GABI Smartbox, GABI Talktome plus	497N05818	\$1,495.00							
GABI Smartbox, included with item code 497N05818	497N05819	\$0.00							
GABI Talktome, included with item code 497N05818	497N05820	\$0.00							
GABI voice shipping, included with item code 497N05818	614N15786	\$0.00							
Xerox Easy Translator Service - 1K Pages	614N15582			\$120.00					

OPTIONAL PRINT DEVICE ADD-ON HARDWARE AND PROPRIETARY SOFTWARE PRICING FORM

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 11C - Optional Add-On Pricing	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST

Fax Management Software

Product	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
STSC Stroom Center Production 4 Port	303N00300	\$14,336.13				
STSC Stroom Center Non-Production 4 Port	303N00306	\$7,168.06				
STEX Stroom Center Production 4 Port Extension	303N00312	\$10,752.09				
STEX Stroom Center Non-Production 4 Port Extension	303N00318	\$5,375.05				
Stroom Secure Scan - VL Trader, Proxy, Web, & Connections	303N00324	\$2,027.06				
Stroom Secure Scan Number of Additional Connections	Annex 301N76100	\$486.50				
Stroom Secure Scan Support			614N15928	\$472.06		
Stroom Secure Scan with FIPs	303N00325	\$8,250.37				
Stroom Secure Scan with FIPs Support			614N15929	\$1,699.40		
Stroom Unify Express - Base Server - VL Trader, Proxy, Web	303N00340	\$1,621.65				
Stroom Unify Express w/FIPS - Base Server - VL Trader, Proxy, Web	303N00342	\$7,765.06				
Stroom Unify Express - User License	303N00341	\$49.20				
STUE Stroom Unify Express Base Support			614N15395	\$377.64		
STUE Stroom Unify Express Base w/FIPS Support			Annex 614N11671	\$1,599.44		
STUE Stroom Unify Express User Support			614N15396	\$11.67		
Stroom Clarify Express - Base Server - includes License for 5 Users	303N00326	\$6,486.60				
STCL Stroom Clarify Express Base Support			614N15930	\$1,510.58		
eStroom Fax Messaging - Block of 1,000 Messages	STR-EST-1K-PSO	\$47.74				
Stroom Fax Additional Modules	303N09999	\$6,486.60				
XM Cloud Prepaid 1,200 Credits - 1 year	301N81110	\$141.52				
XM Cloud Basic Onboarding/Account creation	614N15888	\$463.32				
XM Cloud Advanced Onboarding/Integrations - per hour	614N15887	\$327.60				
XM Cloud Advanced Modules	614N19999	\$9,355.23				

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Xerox Corporation	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
Output Management						
LRS						
LRS VPSX Suite - Enterprise Module	VPSXIA-PERP	\$184.51	VPSXIA-MAINT	\$42.58	VPSXIA-TERM	\$73.81
LRS VPSX Suite - DirectPrint Module	VPSXDP-PERP	\$73.81	VPSXDP-MAINT	\$17.04	VPSXDP-TERM	\$29.52
LRS VPSX Suite - Workplace Module	VPSXWP-PERP	\$110.70	VPSXWP-MAINT	\$25.54	VPSXWP-TERM	\$44.28
LRS VPSX Suite - OutputManager Module	VPSXOM-PERP	\$179.92	VPSXOM-MAINT	\$41.54	VPSXOM-TERM	\$71.97
LRS VPSX Suite - Output Manager add-on to VPSX Enterprise	VPSXOM-PERP	\$62.74	VPSXOM-MAINT	\$14.46	VPSXOM-TERM	\$23.99
LRS VPSX Suite - CI Module	VPSXCI-PERP	\$143.92	VPSXCI-MAINT	\$33.22	VPSXCI-TERM	\$57.59
LRS VPSX Suite - DPE Module	VPSXDPE-PERP	\$143.92	VPSXDPE-MAINT	\$33.22	VPSXDPE-TERM	\$57.59
LRS VPSX Suite - EI Module	VPSXEI-PERP	\$143.92	VPSXEI-MAINT	\$33.22	VPSXEI-TERM	\$57.59
LRS VPSX Suite - MFI Module	VPSXMF-PERP	\$95.94	VPSXMF-MAINT	\$22.13	VPSXMF-TERM	\$38.37
LRS VPSX Suite - MI Module	VPSXMI-PERP	\$143.92	VPSXMI-MAINT	\$33.22	VPSXMI-TERM	\$57.59
LRS VPSX Suite - Impress Client	IMPRSSCLNT-PERP	\$81.18	IMPRSSCLNT-MAINT	\$18.73	IMPRSSCLNT-TERM	\$32.48
LRS VPSX - Virtual Session Printer Agent for Citrix & VMWare (Requires at least one VPSX Module)	VSPA-PERP	\$57,014.89	VSPA-MAINT	\$13,157.28	VSPA-TERM	\$22,805.95
LRS VPSX Suite - Mobile Connector	MOBILECONN-PERP	\$28.80	MOBILECONN-MAINT	\$6.63	MOBILECONN-TERM	\$11.45
LRS VPSX - LRS Transforms Module (Requires at least one VPSX Module)	TRNSFRM-PERP	\$55.36	TRNSFRM-MAINT	\$12.78	TRNSFRM-TERM	\$22.15
LRS VPSX - Innovate/Mill (Requires at least one VPSX Module)	INNOVATEMILL-PERP	\$99.64	INNOVATEMILL-MAINT	\$22.98	INNOVATEMILL-TERM	\$39.86
LRS MFPsecure for Canon	MFPSCAN-PERP	\$257.59	MFPSCAN-MAINT	\$59.45	MFPSCAN-TERM	\$110.70
LRS MFPsecure for Fuji Xerox	MFPSFX-PERP	\$183.78	MFPSFX-MAINT	\$42.42	MFPSFX-TERM	\$86.33
LRS MFPsecure for HP	MFPSHP-PERP	\$183.78	MFPSHP-MAINT	\$42.42	MFPSHP-TERM	\$86.33
LRS MFPsecure for Konica Minolta	MFPSKM-PERP	\$183.78	MFPSKM-MAINT	\$42.42	MFPSKM-TERM	\$86.33
LRS MFPsecure for Kyocera	MFPSKDS-PERP	\$183.78	MFPSKDS-MAINT	\$42.42	MFPSKDS-TERM	\$86.33
LRS MFPsecure for Lexmark	MFPSLEX-PERP	\$183.78	MFPSLEX-MAINT	\$42.42	MFPSLEX-TERM	\$86.33
LRS MFPsecure for Ricoh	MFPSRIC-PERP	\$183.78	MFPSRIC-MAINT	\$42.42	MFPSRIC-TERM	\$86.33
LRS MFPsecure for Samsung	MFPSSAM-PERP	\$183.78	MFPSSAM-MAINT	\$42.42	MFPSSAM-TERM	\$86.33
LRS MFPsecure for Sharp	MFPSSH-PERP	\$183.78	MFPSSH-MAINT	\$42.42	MFPSSH-TERM	\$86.33
LRS MFPsecure for Xerox	MFPSRX-PERP	\$183.78	MFPSRX-MAINT	\$42.42	MFPSRX-TERM	\$86.33
LRS MFPsecure for XT (for non-control panel devices)	MFPSXT-PERP	\$110.70	MFPSXT-MAINT	\$25.54	MFPSXT-TERM	\$44.28
LRS VPSX - Secure Delivery (Virtual Queue Management)	VPSXSECDL-PERP	\$90.41	VPSXSECDL-MAINT	\$20.89	VPSXSECDL-TERM	\$36.17
Nuance						
Nuance Equitrac Express 5: Suite Server License	EQ5EESU1	\$1,554.09	EQ5EESU1-1PS	\$155.41		
Nuance Equitrac Office 5: Suite Server License	EQ5EFSU1	\$1,320.15	EQ5EFSU1-1PS	\$132.02		
Nuance Equitrac Express/Office 5: Additional Print Server Add-On	EQ5PS010	\$613.56	EQ5PS010-1PS	\$61.36		
Nuance Equitrac Express/Office 5: Cluster Enabler Add-On	EQ5CLS01	\$2,122.26	EQ5CLS01-1PS	\$212.22		
Nuance Equitrac Express/Office 5: Embedded Device License Add-On	EQ5ED500	\$169.94	EQ5ED500-1PS	\$16.98		
Nuance Equitrac Express/Office 5: External Data Connector Add-On	EQ5DC001	\$328.64	EQ5DC001-1PS	\$32.87		
Nuance Equitrac Express/Office 5: Third party USB Card Reader License Add-On	EQ5CR001	\$27.85	EQ5CR001-1PS	\$2.78		
Nuance Equitrac Express/Office 5: Workstation Client Add-On	EQ5WS01K	\$4.87	EQ5WS01K-1PS	\$0.48		
Nuance Equitrac Express/Office 5: Web-based Release License Add-On	EQ5WR500	\$84.96	EQ5WR500-1PS	\$8.50		
Nuance Output Manager Device License	07OM001A4M0	\$363.61	07OM001M4M1	\$72.73		
Nuance Output Manager Network Print License (20 pack)	07OM004A4M0	\$242.54	07OM004M4M1	\$48.50		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Xerox Corporation	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
PaperCut						
PaperCut MF - Brother MFD Embedded License	PCMF-US01EGMFBR5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Brother MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXBR	\$90.52				
PaperCut MF - Canon MFD Embedded License	PCMF-US01EGMFCA5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Canon MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXCA	\$90.52				
PaperCut MF - Dell MFD Embedded License	PCMF-US01EGMFDE5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Dell MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXDE	\$90.52				
PaperCut MF - Epson MFD Embedded License	PCMF-US01EGMFEP5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Epson MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXEP	\$90.52				
PaperCut MF - FX MFD Embedded License	PCMF-US01EGMFFX5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - FX MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXFX	\$90.52				
PaperCut MF - HP MFD Embedded License	PCMF-US01EGMFHP5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - HP MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXHP	\$90.52				
PaperCut MF - HP SFP Embedded License	PCMF-US01EGSFHP5	\$165.72	PCMF-US01MSEGSF5-1Y	\$35.69		
PaperCut MF - HP SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXHP	\$90.52				
PaperCut MF - Konica-Minolta MFD Embedded License	PCMF-US01EGMFKM5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Konica-Minolta MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXKM	\$90.52				
PaperCut MF - Kyocera MFD Embedded License	PCMF-US01EGMFKY5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Kyocera MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXKY	\$90.52				
PaperCut MF - Lexmark MFD Embedded License	PCMF-US01EGMFLX5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Lexmark MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXLX	\$90.52				
PaperCut MF - Lexmark SFP Embedded License	PCMF-US01EGSFLX5	\$165.72	PCMF-US01MSEGSF5-1Y	\$35.69		
PaperCut MF - Lexmark SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXLX	\$90.52				
PaperCut MF - Muratec MFD Embedded License	PCMF-US01EGMFMU5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Muratec MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXMU	\$90.52				
PaperCut MF - OKI MFD Embedded License	PCMF-US01EGMFOK5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - OKI MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXOK	\$90.52				
PaperCut MF - Ricoh MFD Embedded License	PCMF-US01EGMFRI5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Ricoh MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXRI	\$90.52				
PaperCut MF - Ricoh SFP Embedded License	PCMF-US01EGSFRI5	\$165.72	PCMF-US01MSEGSF5-1Y	\$35.69		
PaperCut MF - Ricoh SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXRI	\$90.52				
PaperCut MF - RISO MFD Embedded License	PCMF-US01EGMFRS5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - RISO MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXRS	\$90.52				
PaperCut MF - Sharp MFD Embedded License	PCMF-US01EGMF5SH5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Sharp MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXSH	\$90.52				
PaperCut MF - Toshiba MFD Embedded License	PCMF-US01EGMFTO5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Toshiba MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXTO	\$90.52				

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Xerox Corporation	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
PaperCut MF - Toshiba SFP Embedded License	PCMF-US01EGSFT05	\$165.72	PCMF-US01MSEGSF5-1Y	\$35.69		
PaperCut MF - Toshiba SFP Embedded License Exchange (One-time OEM Switch)	PCMF-US01SFEXT0	\$90.52				
PaperCut MF - Xerox MFD Embedded License	PCMF-US01EGMFXE5	\$165.72	PCMF-US01MSEGMF5-1Y	\$35.69		
PaperCut MF - Xerox MFD Embedded License Exchange (One-time OEM Switch)	PCMF-US01MFEXXE	\$90.52				
PaperCut MF - Additional Print Release Station	PCMF-US01RS	\$90.52	PCMF-US01RS-1Y	\$19.50		
PaperCut MF - Standard Connector	PCMF-US01SC	\$25.76	PCMF-US01SC-1Y	\$5.55		
PaperCut MF - Advanced Connector	PCMF-US01AC	\$52.22	PCMF-US01AC-1Y	\$11.25		
PaperCut MF - Kiosk Connector	PCMF-US01KI	\$204.23	PCMF-US01KI-1Y	\$41.99		
PaperCut MF - Payment Gateway Connector Group 1	PCMF-US01P1	\$344.66	PCMF-US01P1-1Y	\$74.23		
PaperCut MF - Payment Gateway Connector Group 2	PCMF-US01P2	\$522.21	PCMF-US01P2-1Y	\$112.48		
PaperCut MF - Payment Gateway Connector Group 3	PCMF-US01P3	\$2,088.84	PCMF-US01P3-1Y	\$449.90		
PaperCut MF - Advanced Printer Deployment	PCMF-US01APD-LA	\$1,740.70	PCMF-US01APD-LA-1Y	\$374.92		
Pharos						
Pharos Beacon Secure Release Here License					BNSPS90E	\$94.27
Pharos Beacon Secure Release Here External Authentication Device License					BNSPS90H	\$94.27
Pharos Beacon Fleet Manager Device License					BN-FM-PA	\$5.14
Pharos Beacon Analytics Device License					BN-FM-PA-DEV	\$15.43
Pharos Beacon Mobile Release Device License					BN-SPS15	\$42.85
Pharos Beacon Complete Bundle License (Secure Release Here, Fleet Mgr. Analytics & Mobile Release)					BN-FM-PA-SPS	\$138.83
Pharos Beacon Mobile Bundle License (Fleet Mgr. Analytics & Mobile Release)					BN-FM-PA-SPS15	\$58.27
Pharos BluePrint Enterprise Device License	BP-BEO	\$21.00	BP-AMS-1-N	\$8.23	BP-BEO-YRLY	\$17.14
Pharos BluePrint Enterprise iMFP Embedded Authentication License & OneTime Lic. Fee	BP-IMFP & BP-IMFP-LF	\$182.10/\$258.16	BP-AMS-1-IMFP	\$51.42	BP-IMFP-YRLY	\$205.67
Pharos BluePrint Enterprise Sentry SR25 External Authentication Device License	SR25	\$205.67	BP-AMS-1-SR25	\$51.42	SR25-YRLY	\$205.67
Pharos BluePrint Enterprise Magnetic Card Reader	CR-MAG-KBD	\$132.83				
Pharos BluePrint Enterprise Proximity Card Reader	CR-PROX-PLUS-V2	\$162.82				
Pharos UniPrint iMFP Embedded Authentication License & OneTime Lic. Fee	UP-IMFP & UP-IMFP-LF	\$182.10/\$258.16	UP-AMS-1-N-IMFP	\$51.42	UP-IMFP-YRLY	\$205.67
Pharos UniPrint Sentry SR25 External Authentication Device License	SR25	\$205.67	UP-AMS-1-N-SR25	\$51.42	SR25-YRLY	\$205.67
Pharos UniPrint Enterprise Magnetic Card Reader	CR-MAG-KBD	\$132.83				
Pharos UniPrint Enterprise Proximity Card Reader	CR-PROX-PLUS-V2	\$162.82				
Pharos UniPrint Base License	UPX-HE-BASE	\$97,479.20	UP-AMS-1-N	\$22,280.96	UPX-HE-BASE-YRLY	\$44,561.92
Pharos UniPrint Signup Base License	SU-BASE	\$1,499.68	SU-AMS-1-N-BASE	\$342.78	SU-BASE-YRLY	\$685.57
Pharos UniPrint Signup Client License	SU-CAL-10	\$59.99	SU-AMS-1-N-CAL	\$13.71	SU-CAL-10-YRLY	\$27.42
Pharos UniPrint Gateway License	UP-BGW-BB	\$1,874.60	UP-AMS-1-N-GTWY	\$428.48	UP-BGW-BB-YRLY	\$856.96
Plus Technologies						
Plus Technologies OM Plus Delivery Manager	OMPCFLPP500	\$7,610.88	OMPCFLPP500-SUP	\$8,219.75	OMPCFLPP500-SUB	\$3,147.83
Plus Technologies OM Plus My Delivery Manager Add-on Module	MPDCFLPP500	\$2,609.44	MPDCFLPP500-SUP	\$2,818.20	MPDCFLPP500-SUB	\$1,079.02
Plus Technologies OM Plus Stats Manager Add-on Module	SMCFLPP500	\$1,304.72	SMCFLPP500-SUP	\$1,409.10	SMCFLPP500-SUB	\$539.88
Plus Technologies OM Plus iSat Add-on Module	iSatCFLPP500	\$313.12	iSatCFLPP500-SUP	\$246.19	iSatCFLPP500-SUB	\$715.85
Plus Technologies OM Plus Fleet Manager Add-on Module	FMCFLPP500	\$1,064.77	FMCFLPP500-SUP	\$1,149.95	FMCFLPP500-SUB	\$478.40
PrinterLogic						
PrinterLogic Printer Installer - XPack 50	PI-P-CO-X-50	\$3,248.04	PI-M-CO-X-50	\$3,248.04	PI-S-CO-X-50	\$1,469.37
PrinterLogic Printer Installer - XPack 100	PI-P-CO-X-100	\$4,361.55	PI-M-CO-X-100	\$4,361.55	PI-S-CO-X-100	\$1,973.69
PrinterLogic Printer Installer Pull Printing Add-on Module - XPack 50	PI-P-PP-X-50	\$2,397.29	PI-M-PP-X-50	\$2,397.29	PI-S-PP-X-50	\$1,054.60
PrinterLogic Printer Installer Pull Add-on Printing Module - XPack 100	PI-P-PP-X-100	\$3,248.04	PI-M-PP-X-100	\$3,248.04	PI-S-PP-X-100	\$1,429.30
PrinterLogic Printer Installer Mobile Printing Add-on Module - XPack 50	PI-P-MP-X-50	\$965.04	PI-M-MP-X-50	\$965.04	PI-S-MP-X-50	\$427.14
PrinterLogic Printer Installer Mobile Printing Add-on Module - XPack 100	PI-P-MP-X-100	\$1,299.10	PI-M-MP-X-100	\$1,299.10	PI-S-MP-X-100	\$572.07

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Xerox Corporation	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
Product						
Workflow Management						
LRS						
LRS MFPsecure Scan	MFPSIMAGE-PERP	\$358.58	MFPSIMAGE-MAINT	\$82.75	MFPSIMAGE-TERM	\$168.53
LRS PageCenterX	PCX-PERP	\$1,254.69	PCX-MAINT	\$289.54	PCX-TERM	\$501.88
LRS PageCenterX/Satellite	PCXSAT-PERP	\$1,568.38	PCXSAT-MAINT	\$361.94	PCXSAT-TERM	\$627.35
LRS Intelligent Document Bundling for VPSX (Requires at least one VPSX Module)	IDB-PERP	\$56,994.00	IDB-MAINT	\$13,157.28	IDB-TERM	\$22,805.95
LRS FormPort for VPSX (Requires at least one VPSX Module)	FORMPRT-PERP	\$162.37	FORMPRT-MAINT	\$37.48	FORMPRT-TERM	\$64.97
LRS FormPort Designer for VPSX (Requires at least one VPSX Module)	FORMPRTDGN-PERP	\$4,033.55	FORMPRTDGN-MAINT	\$931.14	FORMPRTDGN-TERM	\$1,613.28
Nuance						
Nuance AutoStore Device License	07AS001A4M0	\$639.19	07AS001M4M1	\$127.83		
Nuance AutoStore Mobile/WebCapture User License (20 pack)	07MW001A4M0	\$128.54	07MW001M4M1	\$25.71		
Nuance AutoStore QuickCapture Pro Device License	07AS017A4M0	\$639.19	07AS017M4M1	\$127.83		
Nuance AutoStore AutoCapture User License (20 pack)	07AS016A4M0	\$154.25	07AS016M4M1	\$30.85		
Nuance AutoStore AutoCapture & WebCapture/Mobile User License (20 pack)	07BU003A1M0	\$819.47	07BU003M1M1	\$163.89		
Nuance eCopy ShareScan V6 Enterprise Embedded License	ESD-BE76A-XT0-6.0	\$292.44	MNT-BE76-XT1-6.0	\$35.09		
Nuance eCopy ShareScan V6 Enterprise Embedded License Loyalty Exchange (One-time OEM Switch; includes 1st Yr. Maint.)	ESD-BE76A-LL1-6.0	\$109.74				
Nuance eCopy ShareScan V6 Business Connect Suite User License	ESD-CH76A-XT0-6.0G	\$16.15	MNT-CH62-XT1-G	\$3.23		
Nuance AutoStore & Output Manager Healthcare Bundle (Includes High Availability AutoStore & Output Manager Device Licenses)	07BU005A5M0	\$792.17	07BU005M5M1	\$158.44		
Nuance eCopy ScanStation V6 Device License	ESD-D476A-XL0-6.0	\$1,668.29	MNT-D476-XL1-6.0	\$199.97		
Nuance eCopy ScanStation V6 License Loyalty Exchange (One-time OEM Switch; includes 1st Yr. Maint.)	ESD-D476A-LL1-6.0	\$367.08				
Nuance eCopy ScanStation V6 Complete Kiosk (Device License, Kiosk, Touchscreen & PC)	L276X-W00-6.0	\$2,336.72	MNT-D476-XL1-6.0	\$199.97		
Nuance eCopy ScanStation Touchscreen	08-00150	\$397.58				
Nuance eCopy ScanStation Kiosk Only	09-00015	\$515.00				
Nuance eCopy PDF Pro Office License			MNT-D909A-X00	\$16.71		
Nuance Power PDF Advanced Loyalty	LIC-AV09Z-L00-3.0-J	\$26.53	MNT-LIC-AV09Z-L00-3.0-J	\$6.37		
Nuance Power PDF 3 Advanced	LIC-AV09Z-T00-3.0-J	\$42.44	MNT-LIC-AV09Z-T00-3.0-J	\$6.37		
Fax Management						
OpenText						
OpenText RightFax Fax Server Business Edition X	1000021375	\$1,942.07	1000021376	\$546.93		
OpenText RightFax Fax Server Business Edition X - Backup/Test-Development	1000021382	\$962.93	1000021383	\$273.47		
OpenText RightFax Fax Server Enterprise Edition X	1000021435	\$5,154.12	1000021436	\$1,449.60		
OpenText RightFax Fax Server Enterprise Edition X - Backup/Test-Development	1000021478	\$2,577.06	1000021479	\$725.38		
OpenText RightFax Fax Server Enterprise Integration Edition X	1000021448	\$19,462.37	1000021449	\$5,473.94		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Xerox Corporation	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
OpenText RightFax Fax Server Enterprise Integration Edition X - Backup/Test-Development	1000021461	\$9,732.34	1000021462	\$2,738.13		
OpenText RightFax Fax Server Enterprise Shared DB	1000021300	\$1,844.73	1000021301	\$519.12		
OpenText RightFax Fax Server Enterprise Shared DB - Backup/Test-Development	1000021322	\$923.52	1000021323	\$260.72		
OpenText RightFax Fax Server Enterprise Suite - Backup/Test-Development	1000021240	\$4,621.10	1000021241	\$1,300.12		
OpenText RightFax Fax Server Enterprise Suite Edition	1000021485	\$9,242.19	1000021500	\$2,600.24		
OpenText RightFax Fax Server Enterprise Suite Edition - Backup/Test-Development	1000021493	\$4,621.10	1000021494	\$1,300.12		
OpenText RightFax Fax Server Enterprise Suite Edition X	1000021486	\$9,242.19	1000021487	\$2,600.24		
OpenText RightFax Analytics	1000021088	\$8,268.84	1000021098	\$2,325.61		
OpenText RightFax Business Integration	1000021298	\$2,915.42	1000021299	\$820.40		
OpenText RightFax Business Integration - Backup/Test-Development	1000021320	\$1,458.87	1000021321	\$410.20		
OpenText RightFax Fax Server Integration Module	1000021294	\$9,242.19	1000021295	\$2,600.24		
OpenText RightFax Fax Server Integration Module - Backup/Test-Development	1000021316	\$4,621.10	1000021317	\$1,300.12		
OpenText RightFax Fax Server Lotus Notes	1000021286	\$1,844.73	1000021287	\$519.12		
OpenText RightFax Fax Server Lotus Notes - Backup/Test-Development	1000021308	\$922.37	1000021309	\$259.56		
OpenText RightFax Fax Server MS Exchange	1000021288	\$1,844.73	1000021289	\$519.12		
OpenText RightFax Fax Server MS Exchange - Backup/Test-Development	1000021310	\$922.37	1000021311	\$259.56		
OpenText RightFax Fax Server PDF & Searchable PDF	1000021512	\$2,428.74	1000021515	\$683.66		
OpenText RightFax Fax Server PDF & Searchable PDF - Backup/Test-Development	1000021513	\$1,215.53	1000021514	\$341.83		
OpenText RightFax Fax Server PDF Module	1000021290	\$1,844.73	1000021291	\$519.12		
OpenText RightFax Fax Server PDF Module - Backup/Test-Development	1000021312	\$922.37	1000021313	\$259.56		
OpenText RightFax Fax Server Searchable PDF	1000020836	\$584.01	1000020839	\$164.54		
OpenText RightFax Fax Server Searchable PDF - Backup/Test-Development	1000020837	\$292.01	1000020838	\$82.27		
OpenText RightFax Fax Server Encryption Module	1000020317	\$4,862.12	1000020318	\$1,368.48		

MANDATORY 3RD PARTY SOFTWARE PRICING FORM

Xerox Corporation	Purchase		Annual Maintenance		Annual Subscription	
	Part #	Cost	Part #	Cost	Part #	Cost
OpenText RightFax Fax Server Encryption Module - Backup/Test-Development	1000020339	\$2,432.22	1000020340	\$684.82		
OpenText RightFax Additional Document Delivery Channel	1000021282	\$871.38	1000021283	\$245.66		
OpenText RightFax Additional Document Delivery Channel - Backup/Test-Development	1000021306	\$436.85	1000021307	\$122.83		
OpenText RightFax Fax Over IP Enable an Existing RightFax Document Delivery Channel	1000021413	\$536.50	1000021416	\$151.80		
OpenText RightFax Fax Over IP Enable an Existing RightFax Document Delivery Channel - Backup/Test-Development	1000021414	\$268.83	1000021415	\$76.48		
OpenText RightFax Fax Over IP Enabled Fax Channel	1000021402	\$1,407.88	1000021417	\$396.29		
OpenText RightFax Fax Over IP Enabled Fax Channel - Backup/Test-Development	1000021411	\$704.52	1000021412	\$198.15		
OpenText RightFax Fax Server Connector 2.0 for SharePoint Server	1000020448	\$1,844.73	1000020449	\$519.12		
OpenText RightFax Fax Server Connector 2.0 for SharePoint Server 2007 - Backup/Test-Development	1000020482	\$922.37	1000020483	\$259.56		
OpenText RightFax Fax Server Connector 3.0 for Hewlett Packard MFP	1000020452	\$122.83	1000020453	\$34.76		
OpenText RightFax Fax Server Connector 3.0 for Ricoh ESA MFP	1000020496	\$122.83	1000020497	\$34.76		
OpenText RightFax Fax Server Connector 3.0 for Sharp MFP	1000020462	\$169.95	1000020463	\$43.05		
OpenText RightFax Fax Server Connector 3.0 for Xerox MFP	1000020458	\$122.83	1000020459	\$34.76		
OpenText RightFax Fax Server Connector for all Konica Minolta MFP	1000021186	\$122.83	1000021187	\$34.76		
OpenText RightFax Fax Server Connector for HP OXPd MFP	1000020301	\$122.83	1000020302	\$34.76		
OpenText RightFax Fax Server Connector for SAP R/3	1000021296	\$8,268.84	1000021297	\$2,325.61		
OpenText RightFax Fax Server Connector for Xerox EIP MFP	1000020508	\$4,134.42	1000020509	\$34.76		
OpenText RightFax Fax Server SMTP Connector for MFP	1000021572	\$122.83	1000021573	\$34.76		
OpenText Fax2Mail - Cloud fax service Priced per page - 1-9,999 pages committed per month					PLE-0207691 (1-9,999)	\$0.11
OpenText Fax2Mail - Cloud fax service Priced per page – 10,000-49,999 pages committed per month					PLE-0207691 (10,000-49,999)	\$0.11
OpenText Fax2Mail - Cloud fax service Priced per page – 50,000-99,999 pages committed per month					PLE-0207691 (50,000-99,999)	\$0.11
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 1-9,999 pages committed per month					PLE-0224423 (1-9,999)	\$0.11
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 10,000-49,999 pages committed per month					PLE-0224423 (10,000-49,999)	\$0.11
OpenText RightFax Connect - Cloud telephony service for RightFax Priced per page 50,000-99,999 pages committed per month					PLE-0224423 (50,000-99,999)	\$0.11

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE MANDATORY PRINT DEVICE HARDWARE BREAKDOWN

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 25A - Mandatory Hardware Breakdown	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST
# of Required Devices per Category (Countywide)*	329	55	1,132	397	948	1,461	6,214	2,376	3,113
Manufacturer Per Unit MSRP (One Time)	\$32,990.00	\$35,090.00	\$28,944.00	\$28,944.00	\$24,844.00	\$24,844.00	\$1,151.00	\$2,563.00	\$946.00
Per Unit Purchase Price (One Time)	\$10,943.00	\$11,523.00	\$9,944.00	\$9,944.00	\$8,715.00	\$8,715.00	\$1,058.00	\$1,984.00	\$827.00
Services / Standard Service Level - No Minimum Usage Only Cost per Copy (10 Hour Response time, 20 Hour Resolution time)									
Standard Service Hours (Monday-Friday, 8:00 AM - 5:00 PM)									
B&W Devices (based on 5% coverage)									
B&W Impression Rate Usage Only	\$0.0131		\$0.0131		\$0.0137		\$0.0151		\$0.0151
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Impression Rate Usage Only		\$0.0467		\$0.0467		\$0.0467		\$0.1051	
B&W Impression Rate Usage Only		\$0.0131		\$0.0131		\$0.0131		\$0.0151	
Services / Enhanced Service Level - No Minimum Usage Only Cost per Copy (5 Hour Response time, 10 Hour Resolution time)									
Extended Service Hours (7 days a week, 24 hours a day)									
B&W Devices (based on 5% coverage)									
B&W Impression Rate Usage Only	\$0.0358		\$0.0433		\$0.0645		\$0.0559		\$0.0511
Color Devices (based on color impressions cost of 5% cover per color by 4 colors; usage CPC is applied for B&W impressions)									
Color Impression Rate Usage Only		\$0.0624		\$0.0658		\$0.0754		\$0.1325	
B&W Impression Rate Usage Only		\$0.0358		\$0.0433		\$0.0645		\$0.0559	

* Estimate only
NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE MANDATORY PRINT DEVICE ADD-ON HARDWARE BREAKDOWN

Xerox Corporation	1	2	3	4	5	6	7	8	9
Exhibit 25B - Mandatory Add-On Breakdown	B&W MFD Hi-Speed	Color MFD Hi-Speed	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Small
Model Proposed by Service Provider	Xerox Altalink B8075H	Xerox Altalink C8070H	Xerox Altalink C8055H	Xerox Altalink C8055H	Xerox Altalink C8045H	Xerox Altalink C8045H	Xerox Versalink B405DN	Xerox Versalink C505S	Xerox Versalink B400DN
Product Codes	B8075H, OFC-B80, FAX-1LINE	C8070H, OFC-B80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8055H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	C8045H, BRF-C80, FAX-1LINE	B405DN, DRCINST	C505S, DRCINST	B400DN, DRCINST
Product	PART #(S)COST	PART #(S)COST	PART #(S)COST	PART #(S)COST	PART #(S)COST	PART #(S)COST	PART #(S)COST	PART #(S)COST	PART #(S)COST
FLOOR STAND									
Manufacturer MSRP (One Time)									
Per Unit Purchase Price (One Time)							STNDSTORE\$343.00 \$299.00	AQQ\$284.00 \$279.00	STNDSTORE\$343.00 \$299.00
EXTERNAL KEYBOARD W/BACKET									
Manufacturer MSRP (One Time)	B80XX-17\$300.00	C80XX-17\$300.00	C80XX-17\$300.00	C80XX-17\$300.00	C80XX-17\$300.00	C80XX-17\$300.00			0
Per Unit Purchase Price (One Time)	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00			0
2-3 HOLE PUNCHER									
Manufacturer MSRP (One Time)	3HOLEPCH/2H PLGL\$1,599.00	FINLX-3HP\$795.00	FINLX-3HP\$795.00	FINLX-3HP\$795.00	FINLX-3HP\$795.00	FINLX-3HP\$795.00			\$0.00
Per Unit Purchase Price (One Time)	\$990.00	\$495.00	\$495.00	\$495.00	\$495.00	\$495.00			\$0.00
4-WAY STAPLING									
Manufacturer MSRP (One Time)	OFCBM-B80\$4,500.00	BRFB-C80\$4,995.00	BRFB-C80\$4,995.00	BRFB-C80\$4,995.00	BRFB-C80\$4,995.00	BRFB-C80\$4,995.00			\$0.00
Per Unit Purchase Price (One Time)	\$1,500.00	\$1,549.00	\$1,549.00	\$1,549.00	\$1,549.00	\$1,549.00			\$0.00
EXTRA PAPER TRAY 1									
Manufacturer MSRP (One Time)							WCTRAY1\$230.00	8WA\$342.00	PHTRAY1\$230.00
Per Unit Purchase Price (One Time)							\$199.00	\$299.00	\$199.00
EXTRA PAPER TRAY 2									
Manufacturer MSRP (One Time)							WCTRAY2\$230.00	8WA\$342.00	PHTRAY2\$230.00
Per Unit Purchase Price (One Time)							\$199.00	\$299.00	\$199.00
EXTRA PAPER TRAY 3									
Manufacturer MSRP (One Time)									PHTRAY3\$230.00
Per Unit Purchase Price (One Time)									\$199.00
EXTRA PAPER TRAY 4									
Manufacturer MSRP (One Time)									Not Requested\$0.00
Per Unit Purchase Price (One Time)									\$0.00
EXTRA HIGH CAPACITY TRAY									
Manufacturer MSRP (One Time)	HICAPFDR\$1,299.00	HCBF2W\$2,200.00	HCBF2W\$2,200.00	HCBF2W\$2,200.00	HCBF2W\$2,200.00	HCBF2W\$2,200.00			
Per Unit Purchase Price (One Time)	\$1,039.00	\$1,494.00	\$1,494.00	\$1,494.00	\$1,494.00	\$1,494.00			
WIRELESS 802.11 INTERFACE									
Manufacturer MSRP (One Time)	WIRELESS\$99.00	WIRELESS\$99.00	WIRELESS\$99.00	WIRELESS\$99.00	WIRELESS\$99.00	WIRELESS\$99.00	WIFIVL\$56.00	WIFIVL\$56.00	WIFIVL\$56.00
Per Unit Purchase Price (One Time)	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$49.00	\$49.00	\$49.00
RFID INTERFACE									
Manufacturer MSRP (One Time)	RFID-B80\$279.00	RFID-C80\$279.00	RFID-C80\$279.00	RFID-C80\$279.00	RFID-C80\$279.00	RFID-C80\$279.00	RFIDKIT2\$219.00	RFID70\$279.00	\$0.00
Per Unit Purchase Price (One Time)	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00	\$219.00	\$240.00	\$0.00

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

COMPREHENSIVE OPTIONAL PRINT DEVICE HARDWARE BREAKDOWN

Xerox Corporation		1		2		3		4		5		6		7		8		9			
Exhibit 25C - Optional Add-On Breakdown		B&W		Color		B&W		Color		B&W		Color		B&W		Color		B&W			
Model Proposed by Service Provider		Xerox Altalink B8075H		Xerox Altalink C8070H		Xerox Altalink C8055H		Xerox Altalink C8055H		Xerox Altalink C8045H		Xerox Altalink C8045H		Xerox Versalink B405DN		Xerox Versalink C505S		Xerox Versalink B400DN			
Product Codes		B8075H, OFC-B80, FAX-1LINE		C8070H, OFC-B80, FAX-1LINE		C8055H, BRF-C80, FAX-1LINE		C8055H, BRF-C80, FAX-1LINE		C8045H, BRF-C80, FAX-1LINE		C8045H, BRF-C80, FAX-1LINE		B405DN, DRCINST		C505S, DRCINST		B400DN, DRCINST			
EXTERNAL KEYBOARD W/BRACKET																					
Manufacturer MSRP (One Time)														NA		\$0.00		NA		\$0.00	
Per Unit Purchase Price (One Time)																\$0.00				\$0.00	
EXTERNAL DISPLAY W/BRACKET																					
Manufacturer MSRP (One Time)		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00	
Per Unit Purchase Price (One Time)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
2ND FAX CARD																					
Manufacturer MSRP (One Time)		Fax-2line		\$1,399.00		Fax-2line		\$1,399.00		Fax-2line		\$1,399.00		Fax-2line		\$1,399.00		NA		\$0.00	
Per Unit Purchase Price (One Time)		\$1,399.00		\$1,399.00		\$1,399.00		\$1,399.00		\$1,399.00		\$1,399.00		\$1,399.00		\$1,399.00		\$0.00		\$0.00	
3RD FAX CARD																					
Manufacturer MSRP (One Time)		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00	
Per Unit Purchase Price (One Time)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00					
EXTRA PAPER TRAY 1																					
Manufacturer MSRP (One Time)		HICAPFDR		\$2,200.00		HCBF2W		\$1,299.00		HCBF2W		\$1,299.00		HCBF2W		\$1,299.00		HCBF2W		\$1,299.00	
Per Unit Purchase Price (One Time)		\$1,495.00		\$1,039.00		\$1,039.00		\$1,039.00		\$1,039.00		\$1,039.00		\$1,039.00		\$1,039.00		WCTRAY1		\$230.00	
																		8WA		\$342.00	
																				\$299.00	
EXTRA PAPER TRAY 2																					
Manufacturer MSRP (One Time)		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00	
Per Unit Purchase Price (One Time)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		WCTRAY2		\$230.00	
																		8WA		\$342.00	
																				\$299.00	
EXTRA PAPER TRAY 3																					
Manufacturer MSRP (One Time)		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00	
Per Unit Purchase Price (One Time)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		WCTRAY3		\$230.00	
																		8WA		\$342.00	
																				\$299.00	
EXTRA PAPER TRAY 4																					
Manufacturer MSRP (One Time)		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00	
Per Unit Purchase Price (One Time)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		8WA		\$0.00	
																				\$0.00	
EXTRA PAPER TRAY 5																					
Manufacturer MSRP (One Time)		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00		NA		\$0.00	
Per Unit Purchase Price (One Time)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		NA		\$230.00	
																				\$199.00	
ENVELOPE FEEDER																					
Manufacturer MSRP (One Time)		ENVKIT2		\$199.00		ENVELTRY		\$349.00		ENVELTRY		\$349.00		ENVELTRY		\$349.00		ENVELTRY		\$349.00	
Per Unit Purchase Price (One Time)		\$199.00		\$299.00		\$299.00		\$299.00		\$299.00		\$299.00		\$299.00		\$299.00		NA		\$0.00	
																		NA		\$0.00	
																				\$0.00	
CONVENIENCE STAPLER																					
Manufacturer MSRP (One Time)		CONVSTPL3		\$225.00		STAPLER		\$299.00		STAPLER		\$299.00		STAPLER		\$299.00		STAPLER		\$299.00	
Per Unit Purchase Price (One Time)		\$225.00		\$299.00		\$299.00		\$299.00		\$299.00		\$299.00		\$299.00		\$299.00		NA		\$0.00	
																		NA		\$0.00	
																				\$0.00	
RFID INTERFACE																					
Manufacturer MSRP (One Time)																					
Per Unit Purchase Price (One Time)																		RFIDKIT		\$219.00	
																				\$219.00	
NFC INTERFACE																					
Manufacturer MSRP (One Time)		Included		\$0.00		Included		\$0.00		Included		\$0.00		Included		\$0.00		Included		\$0.00	
Per Unit Purchase Price (One Time)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		Included		\$0.00	
																				\$0.00	
																				\$0.00	

NOTE: Proposer must complete all fields. Do NOT alter the format of the Excel attachment. Failure to do so will result in your proposal being disqualified.

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LA County Solicitations

County of Los Angeles

Los Angeles County Solicitations

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Solicitation Detail

Solicitation Number:	104788														
Title:	Managed Print Services (MPS) (SOSQ)														
Department:	Internal Services Department														
Bid Type:	Service	Bid Amount:	N/A												
Commodity:	MULTI-FUNCTION OFFICE MACHINES (COMBINATION OF FAX, COPIER, SCANNER, PRINTER, ETC.)														
Description:	The Los Angeles County (County) Internal Services Department (ISD) is issuing this Request for Statement of Qualification (RSOQ) to solicit Statements of Qualification (SOQ) from qualified vendors that can provide Managed Print Services (MPS) and related support services throughout the County. Link														
Open Date:	6/14/2018	Close Date:	10/21/2019 12:00:00 PM												
Contact Name:	Michelle Payne	Contact Phone:	(562) 940-3079												
Contact Email:	michelle.payne@lacounty.gov														
Last Changed On:	6/15/2017 4:21:00 PM														
Attachment File (1):	Click here to download attachment files. <table border="1"> <thead> <tr> <th>File Name</th> <th>Description</th> <th>Type</th> <th>Size</th> <th>Last Update On</th> <th></th> </tr> </thead> <tbody> <tr> <td>1_MPS_2_RSOQ.rtf</td> <td>MPS (SOSQ)</td> <td>rtf</td> <td>4472388</td> <td>06-16-2017</td> <td>Download</td> </tr> </tbody> </table> 1			File Name	Description	Type	Size	Last Update On		1_MPS_2_RSOQ.rtf	MPS (SOSQ)	rtf	4472388	06-16-2017	Download
File Name	Description	Type	Size	Last Update On											
1_MPS_2_RSOQ.rtf	MPS (SOSQ)	rtf	4472388	06-16-2017	Download										

https://solicitation.lacounty.gov/.../SolicitationDetail

Mandatory Vendors' Conference Attendees

1. Business Machines Consultants Inc. (BMC)
2. Canon Business Solutions, Inc.
3. Choice Technical Services
4. Enterprise Solutions
5. Exela Technologies
6. Hewlett-Packard Company
7. Image IV Systems
8. Insight Financial Services
9. Kofax Inc.
10. Konica Minolta Business Solutions U.S.A., Inc.
11. LaserCare Technologies Inc
12. Lexmark International, Inc.
13. Pacific Office Automation
14. Pharos
15. Ray Morgan Company
16. Ricoh Americas Corporation
17. Romco Inc.
18. Sharp Electronics Corporation
19. Sharp Electronics Corporation
20. Toshiba America Business Solutions, Inc.
21. Xerox Corporation

Evaluation Criteria	%	Points
Business Proposal Evaluation and Criteria	60%	6,000.00
Qualifications	10.00%	1,000.00
Technical Approach	25.00%	2,500.00
Quality Control Plan	10.00%	1,000.00
Partnership with Small Business	15.00%	1,500.00
Cost Proposal	40%	4,000.00
GRAND TOTALS	100%	10,000.00

Canon	Konica	R.M. Co.	Sharp	Xerox
Points	Points	Points	Points	Points
4,250.00	2,206.00	4,852.00	4,381.00	4,990.00
607.00	761.00	938.00	910.00	878.00
1,705.00	845.00	1,989.00	1,633.00	1,924.00
800.00	150.00	775.00	700.00	838.00
1,138.00	450.00	1,150.00	1,138.00	1,350.00
2,145.23	2,360.19	3,453.71	3,755.44	2,307.76
6,395.23	4,566.19	8,305.71	8,136.44	7,297.76

FIRM INFORMATION*		Sharp Electronics Corporation	Xerox Corporation	Ray Morgan Company
BUSINESS STRUCTURE		Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American			
	Hispanic/Latino			
	Asian or Pacific Islander			
	American Indian			
	Filipino			
	White			
	<i>Female (included above)</i>			
		NUMBER		
MANAGER	Black/African American	25	124	1
	Hispanic/Latino	23	142	4
	Asian or Pacific Islander	1	95	1
	American Indian		4	
	Filipino		1,286	
	White	300	1,622	28
	<i>Female (included above)</i>	80	124	3
STAFF	Black/African American	175	1,507	4
	Hispanic/Latino	169	1,446	47
	Asian or Pacific Islander	100	751	9
	American Indian	6	69	
	Filipino		8,926	
	White	893	1,507	278
	<i>Female (included above)</i>	393	3,589	59
Total # of Employees		1,692	14,350	342
COUNTY CERTIFICATION				
CBE		NO	NO	NO
LSBE		NO	NO	NO
OTHER CERTIFYING AGENCY				

SOLE SOURCE CHECKLISTDepartment Name: Internal Services Department

New Sole Source Contract

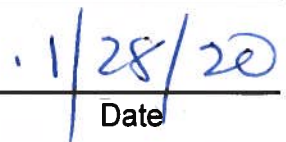


Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
☐	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
☐	➤ Compliance with applicable statutory and/or regulatory provisions.
☐	➤ Compliance with State and/or federal programmatic requirements.
☐	➤ Services provided by other public or County-related entities.
☐	➤ Services are needed to address an emergent or related time-sensitive need.
☐	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
☐	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
☐	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
☒	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
☐	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
☐	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
☐	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



Chief Executive Office



Date

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	2/19/2020	
BOARD MEETING	3/10/2020	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Los Angeles County Development Authority (LACDA)	
SUBJECT	Approve Contract with Neubrain LLC (Neubrain) for Operating Budget System Implementation Services	
PROGRAM	All Programs	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	LACDA would like to initiate the project by April 1, 2020.	
COST & FUNDING	Total cost: \$535,254	Funding source: LACDA's Fiscal Year 2019-20 and 2020-21 Operating Budgets.
	TERMS (if applicable): The Contract term is five years.	
	Explanation: No impact on the County General Fund. Funding for the Contract is included LACDA's Fiscal Year 2019-20 budget and will be included in future FY budgets.	
PURPOSE OF REQUEST	To acquire professional services from Neubrain to upgrade LACDA's existing BOARD budget software, referred to as the Operating Budget System.	
BACKGROUND (include internal/external issues that may exist)	LACDA's legacy Operating Budget System software was installed and configured 10-years and no longer meets LACDA's budget and financial needs. Vendor implementation services will: upgrade the budget application software to the latest version to improve maintenance and support; provide integration with LACDA's Financial, Human Resources, and Document Management systems to better manage budget data; and enable new functionality to improve management of the entire budget lifecycle, including budget formulation, analysis, reporting, and monitoring.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Douglas Van Gelder Information Technology Manager (626)586-1727 Douglas.VanGelder@lacda.org	

March 10, 2020

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

Dear Commissioners:

**APPROVE CONTRACT WITH NEUBRAIN LLC FOR OPERATING BUDGET SYSTEM
IMPLEMENTATION SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter recommends approval of a five-year Contract with Neubrain LLC, to provide professional services to upgrade Los Angeles County Development Authority (LACDA)'s Operating Budget System. The new budgeting system will meet the needs throughout the organization.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of a Contract with Neubrain, LLC, (Neubrain) is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Acting Executive Director, or his designee, to execute a five-year Contract and all related documents with Neubrain, for Operating Budget System implementation of \$386,594 and pool dollars for future consulting upgrades and enhancements of \$148,660, for a total of \$535,254.
3. Authorize the Acting Executive Director, or his designee, upon his determination and as necessary and appropriate under terms of the Contract, to amend the Contract to add or delete services and utilize pool

dollars when necessary, and if necessary, terminate for convenience with Neubrain.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to acquire professional services from Neubrain to upgrade LACDA's budget software system, which was configured and implemented 10-years ago, and no longer meets LACDA's budget and financial needs.

The upgrade of LACDA's legacy budgeting system will streamline the budgeting process and deliver real-time access to budget and actual information for improved analysis, funding decisions, and performance measurement.

The new budget system will:

- Integrate to LACDA's Financial, Human Resources, and Document Management Systems to better manage and reconcile budget data;
- Provide new functionality and tools to improve budget formulation, analysis, and monitoring;
- Enhance budget modeling, cost allocations and forecasting capabilities for central and divisional budget staff;
- Provide performance management capability to track progress against goals; and
- Provide real-time reporting and dashboards to support decision making.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The five-year contract term will include \$386,594 to complete the implementation, and \$148,660 in pool dollars for future consulting upgrades and enhancements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Contract will become effective after Board approval and will continue for a five-year term until April 1, 2025.

The Contract contains all latest applicable Board mandated provisions, including those pertaining to contractor responsibility and debarment, Child Support program, consideration of hiring qualified GAIN/GROW participants, the Safely Surrendered Baby Law, Compliance with County of Los Angeles Policy of Equity, Zero Tolerance Human Trafficking, and Fair Chance Employment Practice.

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

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On June 28, 2019, the LACDA issued a Request for Proposals (RFP), Operating Budget Implementation Services, Solicitation Number CDC19-082, to identify the vendor to upgrade LACDA's Operating Budget System.

On July 17, 2019, one bid was received from Neubrain LLC, whom ranked high in the final score, was identified as a responsive and responsible proposal, and is being recommended for Contract award based on the evaluation criteria set forth in the RFP.

IMPACT ON CURRENT SERVICES AND PROJECTS

The new Operating Budget System will improve the efficiency of LACDA finance and budget business processes and maximize the return on the LACDA budget investments. It will reduce administrative costs, provide management with the ability to monitor and manage the overall LACDA budget output, manage all aspects of budget and forecast, and provide real-time analytical reporting capabilities.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Acting Executive Director
Los Angeles County Development Authority

WILLIAM S. KEHOE
Chief Information Officer
County of Los Angeles

ES:KT:mr

Enclosures

DRAFT

Attachment A



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

SUBJECT:

APPROVAL OF CONTRACT WITH NEUBRAIN LCC FOR OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES

CONTRACT TYPE:

☒ New Contract ☐ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description: The Los Angeles County Development Authority (LACDA) is requesting authorization to execute a Contract with Neubrain LLC (Neubrain) for a term of five years to acquire professional services to upgrade LACDA's licensed Board Business Intelligence and Performance Management Software, referred to as the Operating Budget System.

LACDA's Operating Budget System was implemented over 10-years ago and no longer meets its budget and financial needs. The system upgrade will bring LACDA's Operating Budget System to latest software version to streamline maintenance support. Also, it is expected to provide new functionality that will: improve budget formulation, analysis, and monitoring; enhance budget modeling, cost allocation, and forecasting capabilities; provide real-time reporting and analytics; and facilitate better data integration with LACDA's PeopleSoft Finance and Human Resource Systems and Laserfiche Electronic Document Management System.

Neubrain is a certified implementation partner for Board software and was selected via competitive Request for Proposal (RFP) solicitation by LACDA. Neubrain submitted the only proposal to the RFP and was determined by LACDA as the most responsive and responsible bidder.

LACDA is also requesting authorization to amend the Contract to add or delete services, and to utilize additional Contract pool dollars for optional work, such as changes to scope of work, post implementation enhancements, and support for future software upgrades. It is also asking the Board to find that the Contract is not subject to the California Environmental Quality Act.

Contract Amount: The Maximum Contract Sum is \$535,254, including \$148,660 for Contract Pool Dollars.

DRAFT**FINANCIAL ANALYSIS:****Contract costs:****One-time costs**

Hardware/Software.....	\$ N/A
Services ¹	\$ 386,594
Contract Pool Dollars ²	\$ 148,660

Total Contract Costs: \$ 535,254**Notes:**¹Includes system implementation services and post-implementation support for the first year²Contract pool dollars for optional work (e.g., adjustments to scope of work, future system enhancements, and future upgrades) approved by LACDA in accordance with the terms of the Contract**RISKS:**

- 1. Project Management and Governance** – To ensure a successful project success, the OCIO recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs and acceptance of LACDA business users. The OCIO has reviewed the proposed project governance has determined it is appropriate. The Project Executive Sponsor is LACDA's Finance and Budget Director and their Information Technology Manager will serve as Project Manager responsible for planning and managing activities during the project implementation.
- 2. Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract includes a Quality Assurance Plan that includes Performance Requirements with fees to be assessed in the event the performance standards are not addressed, and those fees should be sufficient to compel performance.
- 3. Information Security Review** – The Contract was reviewed by LACDA's Information Security Officer and a County Deputy Information Security Officer. They assessed that these services are low risk and no security concerns were raised. The Contractor team will perform most of their work remotely within a secure VDI session with limited access rights, and once project completed all contract user accounts will be deleted. In addition, LACDA represents that system will contain no personally identifiable information and system processing will be done locally at their data center.
- 4. Contract Risks** – No Contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:_____
(NAME) DEPUTY CHIEF INFORMATION OFFICER_____
DATE**APPROVED:**_____
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER_____
DATE



CONTRACT

BY AND BETWEEN

**LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY**

AND

NEUBRAIN, LLC

FOR

OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES

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**CONTRACT BETWEEN
LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY
AND
NEUBRAIN, LLC
FOR
OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 20__ by and between the Los Angeles County Development Authority, hereinafter referred to as LACDA and Neubrain, LLC, hereinafter referred to as Contractor. The LACDA and Contractor are herein referred to as collectively "Parties".

RECITALS

WHEREAS, the LACDA may contract with private businesses for Operating Budget System Implementation services when certain requirements are met;

WHEREAS, the Contractor is a private firm specializing in providing BOARD software system services;

WHEREAS, the LACDA issued a Request for Proposals, to which the Contractor submitted a proposal to furnish the services to the LACDA;

WHEREAS, on _____, the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or her duly authorized designee (hereinafter jointly referred to as "Executive Director") to execute contracts for Operating Budget System Implementation services;

WHEREAS, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

WHEREAS, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;

WHEREAS, it is the intent of the Parties hereto to enter into Contract to provide Operating Budget System Implementation services, as set forth herein; and

WHEREAS, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I 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 shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

1.1 Standard Exhibits

- 1.1.1 Exhibit A - Statement of Work
- 1.1.2 Exhibit B - Fee Schedule
- 1.1.3 Exhibit C - Required Contract Forms
- 1.1.4 Exhibit D - Contractor's EEO Certification
- 1.1.5 Exhibit E - LACDA's Administration
- 1.1.6 Exhibit F - Contractor's Administration
- 1.1.7 Exhibit G - Intentionally Omitted
- 1.1.8 Exhibit H - Jury Service Ordinance
- 1.1.9 Exhibit I - Safely Surrendered Baby Law

1.2 Intentionally Omitted

1.3 Intentionally Omitted

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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1.1 **Contract:** Agreement executed between the LACDA and Contractor.

It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work

3.0 WORK

3.1 Work Requirements

3.1.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

3.1.2 The Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

3.1.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the LACDA.

4.0 TERM OF CONTRACT

4.1 Term

4.1.1 The term of this Contract shall commence on _____ and shall remain in full force and effect until 5-years after execution by the LACDA's Executive Director, or her designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.1.2 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit E - LACDA's Administration.

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Amount of this Contract shall be _____ ("Maximum Amount") for the term of this Contract as set forth Paragraph 4.1 - Term, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount under this Contract. Upon occurrence of this event, the Contractor shall send written notification to _____ at the address herein provided in Exhibit E - LACDA's Administration.

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the LACDA only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the LACDA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the LACDA. If the LACDA does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Fee Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall invoice the LACDA according to the schedule identified in the Exhibit B – Fee Schedule.
- 5.5.5 All invoices under this Contract shall be submitted to the following address: _____

5.5.6 LACDA Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the LACDA's Project Manager prior to any payment thereof. In no event shall the LACDA be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Intentionally Omitted

5.7 Source and Appropriation of Funds

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

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

6.0 ADMINISTRATION OF CONTRACT – LACDA

6.1 LACDA Administration

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit E - LACDA's Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

6.2 LACDA's Project Manager

Responsibilities of the LACDA's Project Manager include:

6.2.1 Ensuring that the objectives of this Contract are met;

6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;

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

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor's Project Manager.

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

7.2 Approval of Contractor's Staff

The LACDA 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.

7.3 Contractor's Staff Identification

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties.

7.4 Background and Security Investigations

7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the LACDA in LACDA's sole discretion, shall undergo and pass a background investigation to the satisfaction of the LACDA 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 shall not be limited to criminal conviction information. The fees

associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

7.4.2 If a member of the Contractor's staff does not pass the background investigation, the LACDA 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. The LACDA will not provide to the Contractor or to the Contractor's staff any information obtained through the LACDA's background investigation.

7.4.3 The LACDA, 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 LACDA or whose background or conduct is incompatible with LACDA facility access.

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the LACDA policies concerning information technology security and the protection of confidential records and information.

7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the LACDA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the LACDA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the LACDA without LACDA's prior written approval.

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

7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", a copy which is attached in Exhibit C – Required Contract Forms.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by Executive Director.

- 8.1.2 The LACDA's Board or Executive Director may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Executive Director.
- 8.1.3 The Executive Director may at her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Executive Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this

Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the LACDA's Board adopts, in any fiscal year, a the LACDA Budget which provides for reductions in the salaries and benefits paid to the

majority of the LACDA employees and imposes similar reductions with respect to LACDA Contracts, the LACDA 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 shall also be reduced correspondingly. The LACDA's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Compliance with Applicable Laws

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

8.6 Compliance with Civil Rights Laws

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

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

8.6.3 The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.7 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/>) to which the LACDA requires compliance by the Contractor. The Contractor further acknowledges that the LACDA 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 LACDA'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 the Contract as well as civil liability.

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

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

8.8.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the LACDA shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The LACDA will not be

under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.9 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract.

8.10 Compliance with Jury Service Program

8.10.1 Jury Service Program

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

8.10.2 Written Employee Jury Service Policy

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

Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA 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 LACDA, 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 LACDA under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the LACDA if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy

consistent with the Jury Service Program. The LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA'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 Jury Service Program.

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

8.11 Conflict of Interest

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

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

Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.12 Consideration of Hiring LACDA Employees Targeted for Layoff or 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 shall give first consideration for such employment openings to qualified, permanent LACDA or County employees who are targeted for layoff or qualified, former LACDA or County employees who are on a re-employment list during the life of this Contract.

8.13 Consideration of Hiring GAIN-GROW Participants

8.13.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services ("DPSS") Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The LACDA will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, 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. Information and posters for printing are available at www.babysafela.org.

8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.15 Intentionally Omitted

8.16 Contractor Responsibility and Debarment

8.16.1 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 LACDA's policy to conduct business only with responsible Contractors.

8.16.2 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 LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA 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 LACDA 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 LACDA.

8.16.3 Non-Responsible Contractor

The LACDA 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 LACDA or a nonprofit corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LACDA, any other public entity, or a nonprofit corporation created by the LACDA, 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 LACDA or any other public entity.

8.16.4 Contractor Hearing Board

- A. If there is evidence that the Contractor may be subject to debarment, the LACDA 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.
- B. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so,

the appropriate length of time of the debarment. The Contractor and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- C. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- D. 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 LACDA 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 LACDA.
- E. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where

evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the LACDA Contractors.

8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program

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

8.17.2 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 shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement

all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18 Counterparts and Electronic Signatures

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

8.19 Damage to LACDA Facilities, Buildings or Grounds

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

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

8.20 Employment Eligibility Verification

8.20.1 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 shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but

not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA 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.

8.21 Executive Order 11246 and 11375, Equal Opportunity in Employment

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

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

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

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

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

8.21.6 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means

of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the LACDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.22 Facsimile Representations

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

8.23 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the LACDA 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 LACDA may be found jointly or solely liable.

8.24 Federal Lobbyist Requirements

8.24.1 The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

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

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

8.25 Force Majeure

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

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

used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.25.3 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.

8.26 Governing Law, Jurisdiction, and Venue

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

8.27 Indemnification

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers (“LACDA 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 LACDA Indemnitees.

8.28 Independent Contractor Status

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

8.28.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract

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

8.28.3 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 LACDA. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.29 Liquidated Damages

8.29.1 In the event Contractor is in default of this Contract, LACDA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- A. Termination of this Contract;
- B. After notice and an opportunity to cure defects, taking into account LACDA obligations under this Contract, and identifying with specificity specific contractual requirements that have not been met, withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively (defined as delays or problems are not caused or exacerbated by LACDA error or omission or contributing factor, and work provided by Contractor is not provided in a workmanlike fashion in accordance with specifications or mutually agreed upon requirements);

- C. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, provided that Contractor's total, aggregate liability to the LACDA shall no instance exceed the fees paid to the Contractor by the LACDA under this Contract;
- D. Exercise of its right of setoff; and
- E. These remedies are cumulative to the extent the remedies are not inconsistent, and LACDA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

8.29.2 In the event LACDA terminates the Contract, or in the event LACDA is in default, Contractor's sole monetary remedy shall be:

- A. A claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred.

8.29.3 The action noted in sub-paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LACDA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This sub-paragraph shall not, in any manner, restrict or limit the LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.29.2, and shall not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

8.30 Most Favored Public Entity

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

8.31 Nondiscrimination and Affirmative Action

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

8.31.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

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

8.31.4 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.

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

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.32 Non Exclusivity

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

8.33 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1)

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.34 Notice of Disputes

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

8.35 Notice to Employees Regarding the Federal Earned Income Credit

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

8.36 Notices

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

8.37 Prohibition Against Inducement or Persuasion

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

8.38 Public Records Act

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation used for this Contract, become the exclusive property of the LACDA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The LACDA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the LACDA 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 LACDA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 Publicity

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

A. The Contractor shall develop all publicity material in a professional manner; and

B. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the LACDA without the prior written consent of the LACDA's Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

8.40 Quality Assurance Plan

8.40.1 The LACDA 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 LACDA 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 LACDA reports. The report to the Board will include improvement/corrective action measures taken by the LACDA and the Contractor. If improvement does not occur consistent with the corrective action measures, the LACDA may terminate this Contract or impose other penalties as specified in this Contract.

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

8.41 Record Retention and Inspection/Audit Settlement

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

8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the LACDA 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 LACDA shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.41 shall constitute a material breach of

this Contract upon which the LACDA may terminate or suspend this Contract.

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

8.42 Recycled Bond Paper

Consistent with the Board's 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.

8.43 Intentionally Omitted

8.44 Subcontracting

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

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

- A. A description of the work to be performed by the Subcontractor;
- B. A draft copy of the proposed subcontract; and

C. Other pertinent information and/or certifications requested by the LACDA.

8.44.3 The Contractor shall indemnify and hold the LACDA 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.

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

8.44.5 The LACDA's consent to subcontract shall not waive the LACDA'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 LACDA right.

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

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

8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

8.45 Time Off For Voting

The Contractor shall notify its employees, and shall 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 shall 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 Elections Code Section 14000.

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 shall not be affected thereby.

8.47 Waiver

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.47 shall 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 LACDA shall have the right to terminate this Contract and, at its sole discretion, deduct from the

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

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

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

8.49.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with 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 the Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to the LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

9.0 INSURANCE

Without limiting Contractor's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 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 LACDA 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.

9.1 Insurance Coverage

9.1.1 **Commercial General Liability Insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

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

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

9.1.3 **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

9.2 Additional Unique Insurance Coverage

9.2.1 Intentionally Omitted

9.2.2 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits appropriate to the Contractor's profession and

not less than \$2 million per occurrence or claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

9.2.3 Intentionally Omitted

9.2.4 Intentionally Omitted

9.2.5 Technology Professional Liability Errors & Omissions Insurance

Insurance appropriate to the Contractor's profession and work hereunder for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security, coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million per occurrence. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the LACDA may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:
- b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA that will be in the care, custody, or control of Contractor.
- c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to the Vendor; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the LACDA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the LACDA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LACDA..

9.2.6 **Intentionally Omitted**

9.2.7 **Intentionally Omitted**

9.3 Certificate of Insurance Coverage:

- 9.3.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.
- 9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 9.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract.
- 9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") 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 LACDA required endorsement forms.
- 9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 9.3.6 Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority

Administrative Services Division/Information Technology Unit
700 W. Main Street, Alhambra, CA 91801
Attention: Maryann Robles, IT Procurement Analyst

9.4 Notices of Injury or Damage or Destruction

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

9.5 Additional Insured Status and Scope of Coverage

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

9.6 Cancellation of or Change to Maintain Insurance

The Contractor shall provide the LACDA with, or Contractor's insurance policies shall contain a provision that the LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA 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 LACDA, upon which the LACDA may suspend or terminate this Contract.

9.7 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the LACDA immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

9.8 Contractor's Insurance Shall Be Primary

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

9.9 Insurance Specifics

9.9.1 Waivers of Subrogation

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

9.9.2 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the LACDA with each Sub-Contractor's separate evidence of insurance coverage. The

Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain the LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

9.9.3 Deductibles and Self-Insured Retentions (SIRs)

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

9.9.4 Claims Made Coverage

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

9.9.5 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.

9.9.6 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

9.9.7 Alternative Risk Financing Programs

The LACDA 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 LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

9.10 LACDA Review and Approval of Insurance Requirements

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

10.0 TERMINATION

10.1 Termination for Convenience

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA and consented by the Contractor to be in its best interest of the parties. Termination of work hereunder shall be effected 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 shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.41 - Record Retention and Inspection/Audit Settlement.

10.2 Termination for Default

10.2.1 The LACDA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the LACDA's Project Manager:

- A. Contractor has materially breached this Contract; or
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. 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 LACDA may authorize in writing) after receipt of written notice from the LACDA specifying such failure.

10.2.2 In the event that the LACDA terminates this Contract in whole or in part as provided in sub-paragraph 10.2.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 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 LACDA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 10.2, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 10.2, or that the default was excusable under the provisions of sub-paragraph 10.2.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10.1 - Termination for Convenience.

10.2.5 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.3 Termination for Improper Consideration

10.3.1 The LACDA 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 LACDA officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

10.4 Termination for Insolvency

10.4.1 The LACDA may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

D. The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.5 Termination for Non-Adherence of County Lobbyist Ordinance

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

10.6 Termination for Non-Appropriation of Funds

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

11.0 UNIQUE TERMS AND CONDITIONS

11.1 Intentionally Omitted

11.2 Intentionally Omitted

11.3 Intentionally Omitted

11.4 Intentionally Omitted

11.5 Intentionally Omitted

11.6 Intentionally Omitted

11.7 Ownership of Materials, Software and Copyright

11.7.1 Intellectual Property: Neubrain's Ownership of Deliverables - LACDA hereby acknowledges and agrees that the Deliverables have not been prepared for LACDA as a "work made for hire", as defined in Section 101 of the United States Copyright Act of 1976 (the "Copyright Act"), and that Contractor shall be deemed the sole author of the Deliverables for all purposes under the Copyright Act. For purposes of clarity, Deliverables includes without limitation all text, materials, reports, software, and other Deliverables to be provided by Contractor under this Agreement, including without limitation all designs, scripts, graphics, illustrations, drawings, characters, animations, music, sound effects, footage, narration, images, photos, software, object and source code, documents, concepts, and diagrams.

11.7.2 Use of Deliverables - LACDA may use Deliverables internally, but may not copy, create derivative works from, or disseminate the information contained in such Deliverables to third parties.

11.7.3 LACDA Ownership of Output - Outputs are the explicit property of the LACDA.

11.7.4 .

11.7.5 The LACDA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute or disclose to non-LACDA or non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

11.7.6 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.7 for any of the Contractor's proprietary and/or confidential items which

are not plainly and prominently marked with restrictive legends as required by sub-paragraph 11.7.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

11.7.7 All the rights and obligations of this Paragraph 11.7 shall survive the expiration or termination of this Contract.

11.8 Patent, Copyright and Trade Secret Indemnification

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

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

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

/

SIGNATURES

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

CONTRACTOR: NEUBRAIN, LLC

By _____
Yana McConaty
Principal

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By _____
Emilio Salas
Acting Executive Director

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

By _____
Kathy Thomas
Administrative Deputy Director

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK FOR OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES

1.0 SCOPE OF WORK

The Los Angeles County Development Authority (LACDA) is the County's affordable housing and community development agency. The LACDA helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The LACDA maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

The LACDC is seeking a Operating Budget System Implementation Services contractor to provide upgrade existing BOARD software owned by LACDA services.

The current LACDA BOARD software system has the following limitations:

- Last configuration of Board software was 10-years ago;
- Limited integration with PeopleSoft;
- Outdated database configuration for new GL roll-up structures and entities;
- Outdated budget "pre-seeding" methodologies;
- Limited support for budget phases, versions, and scenarios;
- Limited workflow capabilities;
- Outdated database configuration that necessitates overnight/batched calculations;
- Outdated rules for personnel pay and benefits projection calculations;
- Outdated configurations and limitations in the usability of the current cost allocations functionality; and
- Outdated configuration to support real-time calculations, analysis and reporting.

LACDA's divisions plan expected revenues and expenditures at the line item level. The list below provides the scope and complexity of LACDA's chart of accounts statistics which includes but not limited to:

- 2-5 business entities
- 14 Divisions
- 200 departments
- 6,000 projects
- 325 subprojects
- 700 accounts
- 235 active funds

LACDA budgets all personal services costs at the employee level; calculating salary, benefits, and all other related costs based on the employee's anniversary date, bargaining unit, pay grade, PERS level, insurance selections, and qualification of incentives and differentials. The list below provides context to the complexity of the personal services calculations required.

Employee Cost Elements and Parameters

- 700 Employees
- 1 Bargaining Units (BU)
- 2 PERS rate factors (pension), 2% at 60 and 2% at 62 PERS pickup rate
- Medical, dental, vision, life, and disability insurance rates negotiated by LACDA
- Incentives and differentials negotiated by LACDA
- Assignment of default salary and benefits to vacant positions

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall have seven (7) years of Public Sector experience within the last 10-years.
- 2.2** The Contractor shall provide a qualified Project Manager assigned to the Contract with three (3) years of experience, within the last five (5) years, providing Operating Budget System Implementation or services equivalent or similar to the services identified in Appendix B - Statement of Work.
- 2.3** The Contractor shall be a member of the Board Partner Program – Solutions Partner.
- 2.4** The Contractor shall provide qualified personnel with five (5) years of experience to perform all work in accordance with this Statement of Work.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 BOARD Upgrade Functionalities

The Contractor shall upgrade the Board software to perform and provide the system requirements listed below:

3.1.1 The Contractor shall provide integrations with PeopleSoft data and other ancillary data sources that includes the following duties, but not limited to:

- Have capacity to fully integrate with PeopleSoft HR and Financial Systems, and Word and Excel. The integration should allow for simple, timely, accurate integration of data;
- Integrate with LACDA's document management system, Laserfiche, to upload supporting documentation in the form of document attachments;
- Budget data must be able to upload to PeopleSoft Financials;

- Budget amendment data must be able to upload to PeopleSoft Financials;
- PeopleSoft financial data must be able to download into the budget system;
- Employee salary data, for approximately 700 employees, must be imported from PeopleSoft HRMS into the budget system;
- Have a scheduler module to automatically download from PeopleSoft Financials on a daily, weekly, and monthly basis, and automatically create missing data and generate an error log report;
- Unlimited amount of chartfields, (i.e. department, fund, account project/subprojects, etc.) and attributes (e.g. district). The system should bring in all the chartfields and attributes from PeopleSoft;
- Have features that allow users to turn on/off inactive employees, departments, projects/subprojects, accounts, and funds;
- Employee time distribution input screen should have running total of employees FTE and projects FTE visible at all time; and
- Capability to integrate with PeopleSoft data:
 - o Position Attributes Active Positions
 - Position Code, Position Description, Job Code, Workers Comp Code, Workers Comp Code Description, Job Description, Vacant Flag, Employee Name, Employee Number, Full-Time/Part Time, Employee Category Letter, Employee Category Name, Dept ID (Home Org), Dept ID Name, Union Code, Union Name, Union Parent Code (Actual Union Parent), Union Parent Name, Grade Code, Grade, Step, Weekly Hours, FTEs, Pay Rate, Start Date, Anniversary Date, Last Merit Increase, Next Merit Increase, Default GL Translation, Default Fund, Default Org, Exempt Status, etc.
 - o Pay Table
 - Union Pay Plan, Grade, Step, Pay Rate, Max Step by Grade (Ceiling Step), etc.
 - o Union Pay Plan
 - o Position Medical Plan
 - o Position Dental Plan
 - o Position HRA Plan
 - o Position Vision Plan
 - o Position PERS Plan
 - o Position Retirement Plan
 - o Job Code to Worker's Compensation Code and Rates
 - o Position Allowances Amount
 - o Position Deferred Comp Amount

- o Position Vacation Pay Rate
- o Supplemental Pays
- o Medical Rates by Plan
- o Dental Rates by Plan
- o HRA Rates by Plan
- o Vision Rates by Plan
- o PERS Rates by Plan
- o Retirement Rates by Plan
- o Benefit Account Mapping
- o GL Integrations:
 - Full GL String Code
 - Fund-Org (Concatenated)
 - Fund Code
 - Fund Description
 - Org Code
 - Org Description
 - Division Code (Derived from Org Code)
 - Division Description
 - Department Code (Derived from Org Code)
 - Department Description
 - Account Object Code
 - Account Object Description
 - Major Object 2 Code (Derived from Account Code)
 - Major Object 2 Description
 - Major Object Code (Derived from Account Code)
 - Major Object Description
 - Revenue or Expense Code (R or E) Program Master
- Active Programs/Projects
 - Program/Project Code
 - Program/Project Description
- Actuals
 - Full GL String
 - Month
 - Amount
- Adopted Budget
 - Full GL String
 - Month
 - Amount
- Revised Budget Versions
 - Version #/Name or Description Field
 - Full GL String
 - Month or Fiscal Year
 - Amount

- Most Recent Revised Budget for Cumulative Amendments
 - Full GL String
 - Month or Fiscal Year
 - Amount

3.1.2 The Contractor shall provide easy-to-use and understand master data management and other budget administrator tools that includes the following duties, but not limited to:

- Able to refresh screen without users hitting refresh button;
- Not require seeding in order to input data;
- Allow users to sort list of active account, project or employee in ascending or descending order;
- When scrolling down on input screens, headers should remain visible and a running total of revenues and expenditures shall remain visible at all time;
- Allow smart search bar instead of the current dropdown menu; for example, when users enter the first character, the system should have a dropdown that list that display all projects begin with the character; When users enter the second character, the dropdown list of projects should display those projects that meet the first two characters, etc;
- The multistep allocation process should be intuitive and simple to use;
- When making adjustments, the system should also allow the user to lock certain cells that should not receive the adjusted increase/decrease. The system should allow the user to lock data in any combination by month, accounts, projects/subprojects, funds, departments, division, and entity;
- Allow provisions for editing, updating, and reporting a large volume of data;
- Handle extensive reporting and inquiry capabilities for both scheduled and ad hoc information requests with the ability to extract data into Excel; Directly interface with, or otherwise efficiently transfer (i.e. download to a spreadsheet environment), a wide range of financial system data for analysis;
- User-friendly properties and ease of use in all operational modes;
- Allow viewing of multiple windows from different modules concurrently, and ability to make edits while multiple windows are open;
- Automatically round to a given preset; and
- In order to effectively analyze and leverage heterogeneous data in budget and projections, the budget system needs to be able to manage metadata and the appropriate data linkages and

identify and resolve data discrepancies without hindering productivity or requiring a deep technical skillset.

3.1.3 The Contractor shall provide driver-based, position-level Personnel Salary and Benefits Budget & Forecast, including what-if versions that includes the following duties, but not limited to:

- Allow position budgeting at the employee level, with roll-up capability to the classification, project, fund, department, division and entity levels. Retention of historical data, including budget, forecast, actual and salary distribution tracking within the system for multi-year comparisons;
- Display of employees should not be limited to one home department (division). If an employee is assigned to multiple divisions, system administrator can give access right to effected divisions so that both divisions can view the particular employee. The home department (division) is responsible for the classification and salary of the employee;
- Employee data includes job classification, project assignment and distribution, account, and salary;
- Not allow a given job classification to be above or below a specified salary range;
- Calculate benefit amount based on a pre-set benefit percent; the benefit calculation is a percentage of the salary amount. Similarly, the system must also be able to apply car allowance for specific position. These calculations then automatically populated into predetermined accounts;
- Provide multiple salary adjustment codes to be applied at any given time period in current year estimated actuals, new year budget, and future years budget. The system should also allow multiple codes to be applied in a single designated month. Example of salary adjustment codes: merit, GSA, car allowance, etc.;
- Tabulate budgeted salary on a monthly basis and allow users to make special circumstances adjustments on specific month(s) (i.e. interim positions);
- Allow a smart way of displaying relevant accounts for the project based on historical data, instead of listing all accounts. The system must have simple steps to insert new account to the project, without exiting budget data input screen;
- Ability to download working Excel template from the budget system, allow data input into template, and submit data back into the budget system automatically;
- Allow project to reside in multiple fund, department, division, and entity. [for example: when a project is moved from one department to a different department, it should not change the

historical budgeted and actuals data]; Must have baseline functionality of the legacy system, including budgeting at the lowest level by account at the project/subproject and fund level. A project/subproject could have more than one fund;

- Must provide automation of allocations of several division budgets, including the ability to handle multi-level, multistep allocation processes. The target and source chart field is always an account, fund, and project number combination; the system must be able to handle multiple statistical calculations (i.e. headcount, percent of budget, etc.). The system must also be able to reverse, or re-run and replace previous allocation processes. The system should allow reverse and re-run a specific step. This feature must be available in the current year estimated actuals, and new year budget, and future years budget;
- A project may receive allocations, regardless if the project has a budget. The system should flag allocation if the receiving project is inactive;
- Provide budget planning modules with the ability to budget by year and multi-years (five to ten years);
- Able to perform a budget adjustment function by the user inputting a percent formula or number to increase/reduce the total budget. The system should automatically allocate and prorate the adjustment down to the projects, accounts, funds departments, and entity based on the overall percent of expenses within the specified dimension (account/project/subproject/fund/division/entity);
- Able to download data from HRMS and retain approved vacant positions to be budgeted in current year estimated actuals and/or next year budget;
- Track detailed budget as such that it allows users to drill down budget amount by entity, district, division, program type, department, fund, expenditure category, project/subproject and/or account);
- Access to prior years' data (at least five to ten (5-10) years of budget data and five to ten (5-10) years of actual data) for historical comparative analysis and reporting;
- Report single year budgets as well as multi-year budgets. System must be able to track and report capital budget separately as well as combined;
- The processing time of the budget system must not exceed 3-5 seconds for each retrieve;
- Provide multiple working versions of the budget, by department, division, and entity, i.e. budget version 1, budget version 2, etc;
- Copy previous year's budget or actuals as a baseline and have the ability to add an across the board adjustment factor;

- All history, including FTE, should stay in prior year info when moving projects/funds/departments in the current/future budgets;
- Track and amend budgets throughout the fiscal year;
- Effective and user-friendly forecasting module that is functional at multiple levels including project/subproject, fund, department, division, and entity;
- Adding new positions and the distribution of time without going through more than one window;
- No position, including vacant positions, shall be deleted or dropout of system unless the positions are termed out;
- Not allow for multiple employees to be placed into one position number in any given time;
- Not allow more than or less than 100% in assignment distribution for each position. The system should flag users when it's not exactly at 100%; and
- Data Integration - Connect to a source system to import any pay and personnel related data;
- Personnel Tracking – Budget/forecast for an unlimited number of employees and positions. Global data entry capability eliminates the need to enter data by individual position/employee;
- Personnel Categorization – Budget/forecast for full-time, part-time, seasonal, inactive status (S&A, FMLA, etc.), union, management, contractors. Capital vs. operating classification, by funding sources, handling and controls of split funding;
- HR Unit vs. Budgeting Unit - Track positions in a Budget (Planning) Unit that may reside in a different HR (Home) Unit;
- Budget Phases, Versions, Audit, and Controls - Budget control and auditability;
- Compensation Approaches and Global Drivers - Ability to handle various pay plans (step-grade, longevity tables, hourly rate, annualized pay, etc.), various types of pays, including performance-based, and to create a unique calculation methodology for each type of pay;
- What if Modeling - See the effects of new hires, union negotiation outcomes, merit increases, and start date changes as well as changes in economic assumptions (e.g. COLA), health care plan rates, etc.
- Highly Sophisticated and Flexible Calculation/Formula Engine - Immediate calculation of pay, labor costs, benefits and other associated costs; creation of a unique calculation and forecasting methodology for each type of pay;
- Cost Allocations and Spreads - Salaries, benefits and payroll taxes can be allocated and/or spread across all employees based on various business rules and drivers;

- Narratives and Document Handling - Capture of narratives and ability to attach supporting documents, to link images and pictures; and
- Ability to support various types of forecasting methodologies.

3.1.4 The Contractor shall provide Traditional G/L account Operating Budget creation, flexible budget process workflow that includes the following duties, but not limited to:

- Ability to house multiple business units within the system, including the ability to report data at the roll-up level, including and excluding specific cost centers, fund numbers, district specific, and/or program type; system must also be able to track by project types (i.e. capital projects);
- A project is associated with a single department, the department is associated with a single division;
- Complete audit trail tracking of all transactions and which user made the transaction;
- Work flow routing capability;
- Electronic approval capability;
- Full integration with financial system;
- Annual, monthly and multi-year budgets;
- Configurable workflow, audits and process controls;
- Numerous budget versions;
- "What-if" versions with the ability to save off versions;
- Ability to create custom screens and fields to capture all elements needed for budget entry;
- Linking operating and capital budgets to determine operating impact of capital projects (future phase);
- Top-down budgeting: dynamically allocate changes to related values;
- Budget pre-seeding from forecast or past year budget with growth factors;
- Bottom-up budgeting: instantly roll-up changes;
- Budget expenditure tracking;
- Capture of narratives and attachments;
- Data locking: lock a budget, version or data element; and
- Preparation of final budget data extract to feed into PeopleSoft system.

3.1.5 The Contractor shall provide support for multiple budget phases/versions, including what-if versions that includes the following duties, but not limited to:

- Create parent child relationships among projects/subprojects, accounts, funds, departments, division, and entity;
- Roll up all child projects to parent projects;
- Group and generate reports by: account, expenditure category, fund, district, division, program type, department, division, entity;
- Generate non-financial tracking systems. (Ex. Funding Agreement tracking, Mission, Goals and Accomplishments, Board Letter, etc.);
- Features to input Mission, Goals and Accomplishments (MGA). The system must allow MGA to roll over future years to minimize input year after year;
- Have non-financial performance indicators associated to each project/subproject. For example: housing units, storefronts, people served, etc.;
- Variables include such as market changes, system failures and security breaches, that are not only out of control, but require scenario planning (best-case and worst-case analysis, re-organizations or mergers & acquisitions) and the ability to re-forecast based on the changing environment; and
- Creating budgets by looking at previous results instead of anticipating future performance, and to analyze various “what-if” scenarios based on risks, assumptions, drivers, and changes in organizational structures to quickly adapt to changing conditions.

3.1.6 The Contractor shall provide short-term projection/forecast and budget to actuals analysis that includes the following duties, but not limited to.

- Customizable Current Year Projection calculations;
- Multiple projection methodologies (straight-line, prior actuals seasonality, flags/notes for recurring items, etc.);
- Overrides of default calculation methodologies;
- Budget to Actuals Analysis, with drill down to G/L account level and associated detailed accounting documents; and
- Transfer of projection data to pre-populate budget templates, along with impact of a growth factor(s).

3.1.7 The Contractor shall provide easy to use Cost Allocations functionality that includes the following duties, but not limited to:

- For each account, the system should allow a minimum of twenty-five (25) lines of itemize costs with associated description field. The itemized costs for the individual line items entered should be summarized/consolidated to the account level. For example: travel account can consist of the following itemized lines: NAHRO conference \$2500, GFOA training \$1000, HCV training \$500.

These itemized items will be summarized and consolidated to the travel account for \$4000;

- Configured with Internal Service Fund Rates and Overhead Cost Allocations;
- Results to include summarized budget to show the true (“fully loaded”) costs;
- Users can see the original amounts and allocations (both sides of the transaction) through drill down or a separate report.

3.1.8 The Contractor shall provide real-time reporting and analysis components, including a set of pre-defined analysis screens and reports that includes the following duties, but not limited to:

- Must automatically make all changes to department/project/subproject/fund relationship in all associated trees that use the updated project, without changing historical data;
- Update data personnel data to financial module in real time (without running overnight or recalculation);
- Assign access rights by user type, project/subproject, fund, department, division, or entity. Access rights assigned to user may include combination of one, some, or all dimensions listed above. High security levels for all sensitive system data is required. Access rights should also give certain functionality to users (e.g. adding new projects/subprojects, new department, new positions, etc.);
- Analysis screens that can be easily extracted to Excel or other formats.

3.2 Technical Software Solution

The Contractor shall provide the following key software solution features and include but not limited to:

- Data Connectors to PeopleSoft data;
- Upload/Attach documents into Laserfiche;
- Highly visual, engaging, and user-friendly interface;
- Self-service analysis and reporting;
- Ability to personalize and customize to your requirements (no source code changes/programming required);
- Ability to handle big data volumes. Real-time bottom-up and top-down aggregations and calculations;
- Support for any GL/HR/Performance structures;
- Support for complex business rules, workflows, and calculations;
- Robust security and controls framework; and
- Robust analysis and reporting capabilities.

3.3 Implementation Approach

The Contractor shall provide an implementation approach to upgrade the existing BOARD software and include the following:

3.3.1 Requirements

- Develop an Accurate Requirements and Design Document.
- Refine Requirements and Design through Rapid Prototypes.
- Constant Customer Feedback.
- Perform effective project, quality, cost, issue, and risk management activities.
- Engage and work in partnership with the LACDA.
- Project Plan.
- Provide project plan for implementation, setup and configuration of system.

3.3.2 Analysis and Design

- The Contractor to clearly identify, in detail, the LACDA's requirements and business processes that will be addressed during the design and configuration phases of the implementation.
- The LACDA collects and assembles information on all data inputs, processes, data queries, and data outputs of the current process.
- The LACDA will need to start working on the preparation of source data from structured tables into organized data sources.

3.3.3 Software Configuration

3.3.3.1 Provisioning, Data Imports, and Data Validation.

3.3.3.2 The Contractor will provision/verify that the software environment is configured according to the scope of the project.

3.3.3.3 Configure Board Database, Interfaces, Load and Validate Data

3.3.4 Testing

3.3.4.1 Budget Model Unit Testing.

3.3.4.2 Final System and Model Integration Acceptance Testing.

3.3.4.3 Makes changes based on LACDA's feedback.

3.3.5 Training

3.3.5.1 Provide a review/training session(s) to the LACDA to explain and walk through the new capsule/screens for testing

3.3.6 Deployment

3.3.6.1 Final data initiation and cutover ensures that the business solution is fully operational and incorporated into daily business operations

3.3.7 Travel and Related Expenses

- 3.3.7.1 The Contractor shall be reimbursed for travel and related expenses in accordance with the LACDA's (formerly known as the Commission) Administrative Travel Policy as referenced in Exhibit 3 - LACDA's Administrative Travel Policy (dated 11/29/10), up to the maximum dollar amount specified in the Fee Schedule.

3.4 Consulting Services Support

- The LACDA may request consulting services, for additional consulting charges unrelated to the scope of services outline in Sections 3.1 through 3.4 such as consulting with the agency on plan design or funding policies, review of Operating Budget System Implementation Services, in-person meetings, phone/web/in-person meetings on results, and/or guidance with the BOARD system.
- The Contractor shall provide consulting services that includes the following duties, but not limited to:
 - o Correction of errors
 - o Maintenance releases
 - o Product improvements and extensions
 - o Phone support is provided during office hours
 - o Version upgrades
 - o Knowledge-base

3.5 Acceptance Process

During the Analysis and Design of Requirements activity of the project the Contractor will work with LACDA to develop a Requirements & Design Document(s) to guide the software system architecture, configuration, implementation, and testing decisions. The Requirements & Design Document(s) will need to be approved by the Contractor and LACDA.

The only basis for acceptance of software deliverables under this SOW will be substantial conformance to the requirements identified in the approved Requirements & Design Document. The only basis for rejection of software deliverables will be failure of the deliverables to substantially conform to the acceptance criteria identified in the Requirements & Design Document. The Contractor will work with LACDA during the Analysis and Design of Requirements activity of the project to clarify the acceptance criteria for other types of deliverables.

The Deliverable will be considered Accepted by LACDA only after LACDA receives the Deliverable (regardless if it's the initial receipt of a Deliverable by LACDA or receipt of a modified Deliverable) and LACDA does not issue a Notice of Non-acceptance for such Deliverable or modified Deliverable within five (5) business days for Unit Testing or ten (10) business days for final system testing of receipt of such Deliverable or modified Deliverable.

Any deliverables not reviewed by LACDA within ten (10) business days of delivery will be deemed Accepted by LACDA.

If LACDA issues a Notice of Nonacceptance after the Contractor issues a third representment of the final Deliverable that failed to substantially conform to the acceptance criteria identified in each deliverable then LACDA may, in its sole discretion, either (i) give the Contractor an opportunity to cure the reasons for nonacceptance as set forth above in the Notice of Non-acceptance, -or (ii) terminate the applicable SOW and pay the Contractor only for those Deliverables that were Accepted by LACDA. LACDA's Notice of Nonacceptance must not (i) be based on specifications or instructions which were not disclosed to the Contractor, (ii) contradict the specifications set forth in the applicable Statement of Work for the Deliverable, or (iii) include Deliverables which were previously Accepted by LACDA.

4.0 RESPONSIBILITIES

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

LACDA

4.1 LACDA Contract Administrator

The LACDA Contract Administrator shall prepare amendments to the Contract in accordance with Section 8.1 – Amendments in the Contract.

4.2 LACDA Assistance

4.2.1 The LACDA shall monitor the Contractor's performance in the daily operation of this Contract.

4.2.2 The LACDA shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

Contractor

4.3 Project Manager

4.3.1 Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3.2 The Contractor shall provide Project Management, for activity oversight and direction for all previously listed activities. It includes the scheduling and oversight of detailed tasks to be performed, the coordination of the Contractor's resources, status meetings with the Contractor and the LACDA's project team, maintaining the detailed

project plan, status meetings, issues logs, project billing, quality controls, subcontractor management, staff evaluations, and other project management related tasks.

- Weekly Status Meetings
- Quality and Risk Management
- Maintenance of Neubrain's Virtual Project Portal
- Communications Management
- Other Project Management Activities

4.4 Assigned Staff

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

4.5 Staff Identification

4.6.1 The Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

4.6.2 The Contractor's employees must wear visible identification when working under the Contract on LACDA property. The identification shall be a Contractor photo ID, LACDA Visitor ID or LACDA photo ID. If applicable, the Contractor is responsible for the care and use of a LACDA ID card and will be charged \$20.00 for each damaged or lost LACDA ID cards.

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

4.7 Material and Equipment

The LACDA will provide equipment, licensing needed, and server access to the Contractor.

4.8 Contractor's Office

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

4.9 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting.

5.0 HOURS / DAYS OF WORK

The LACDA office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The LACDA offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the LACDA a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the LACDA for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the LACDA upon request.

7.0 QUALITY ASSURANCE PLAN

The LACDA will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 1)

The LACDA shall use a Performance Requirements Summary (PRS) chart, Exhibit 1, to monitor the Contractor's work performance and efforts to remedy

any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

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

- Require the Contractor to implement a formal corrective action plan, subject to approval by the LACDA. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the LACDA to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the LACDA, shall be credited to the LACDA on the Contractor's future invoice.

This section does not preclude the LACDA's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 10.1 - Termination for Convenience.

8.2 Periodic Performance Reviews (Exhibit 2)

The LACDA will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The LACDA will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the LACDA and the Contractor.

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

8.4 LACDA Observations

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

9.0 ADDITION/DELETION OF SERVICES

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

10.0 No Solicitation/Hiring

The hiring and training of employees and independent contractors is expensive and time-consuming, and as a result a party's officers, employees and independent contractors are valuable business assets (each an "HR Asset"). Therefore, during the term of this SOW and for one and a half year thereafter, neither party shall directly or indirectly (i) solicit, encourage or seek to influence any person who was an HR Asset of the other party during the term (a "Protected HR Asset") to leave employment or terminate or decline to extend an engagement with the other party, nor (ii) employ or engage any Protected HR Asset of the other party without the other party's prior consent, and payment of a placement fee equal to the Protected HR Asset's annual billing fee or rate of compensation for full time work, whichever is greater, in order to compensate the other party reasonably for the loss. Nothing here is intended to prohibit any Protected HR Asset from taking any other job or engagement, but rather to ensure compensation to a party for its investment in the Protected HR Asset and to avoid unfair competition by a party who seeks to benefit

from the other party's skills as a recruiter and/or\ trainer of talented, capable people without paying the cost

EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section 3.1 Board Upgrade Functionalities	100% Completion of Required Services based on SOW Section 3.5 Acceptance Process	Inspection and Observation	20% of the Value of the Task
SOW Section 3.2 Technical Software Solution	100% Completion of Required Services based on SOW Section 3.5 Acceptance Process	Inspection and Observation	20% of the Value of the Task
SOW Section 3.3 Implementation Approach	100% Completion of Required Services based on SOW Section 3.5 Acceptance Process	Inspection and Observation	20% of the Value of the Task
SOW Section 4.2.2 Project Management	100% Completion of Required Services based on SOW Section 3.5 Acceptance Process	Inspection and Observation	20% of the Value of the Task

EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT 3
TRAVEL AND RELATED EXPENSES



ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:

Bobbette A. Glover for
Executive Director

11/29/10
Date

() Original
() Complete Revision
(x) Partial Revision

6.4.0 Administrative Travel

6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including Fleet Vehicle Management and Driving on Commission Business, which is available on the Intranet.

6.4.2 DEFINITIONS

Administrative Travel is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

Authorized Persons include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

Lowest Logical Cost is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

Form 420 is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered “personal advances to the traveler” until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)

Form 430 is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

C. COACH CLASS

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

D. UPGRADES

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

E. PREFERRED AIRLINES

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

F. AIRLINE FREQUENT FLYER PROGRAMS

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

G. PREPAID TICKETS

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

H. DENIED BOARDING COMPENSATION

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

I. OVERNIGHT DELAYS

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

J. CANCELLATIONS/UNUSED TICKETS

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

K. LOST OR STOLEN TICKETS

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

L. USE OF PRIVATE AIRCRAFT

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

M. TRAIN TRAVEL

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

N. GROUND TRANSPORTATION

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

6.4.9 DRIVING ON COMMISSION BUSINESS

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

A. VEHICLE SELECTION AND UPGRADES

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

B. VEHICLE INSPECTION BEFORE DRIVING

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

Form 430 must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for “no show” charges unless the traveler was not at fault.

C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

(*) Travel must be at least 4 hours in total.

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

Form 430, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

6.4.13 INCIDENTAL EXPENSES

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

Capital and primary city reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.14 PORTERAGE

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

COMMUNITY DEVELOPMENT COMISSION
TRAVEL AUTHORIZATION – ADVANCE REQUEST

Attachment A

TRAVELER _____ POSITION _____
 DIVISION _____ DEPT/PROJ NO. _____
 DATE LEAVING _____ DATE RETURNING _____ DESTINATION _____
 DESCRIPTION OF CONFERENCE, MEETING, BUSINESS, ETC. _____

ANTICIPATED COST:

Registration Fees _____ \$
 Meals (____ days @ \$ ____) _____
 Lodging (____ days @ \$ ____) _____
 Transportation _____
 Other (describe) _____
Total Estimated Cost _____ \$

CHECK REQUEST

TO TRAVELER: (charge to A/C No. 010-182) _____ \$ _____
 FOR REGISTRATION: (charge to Project No. _____) _____ \$ _____

Payee

Address

OTHER: Charge to account _____ \$ _____

PURPOSE _____

Payee

Address

TOTAL _____ \$ _____

REQUESTED BY:

APPROVED BY:

Traveler_____
Date_____
Division Director_____
Date_____
Executive Director_____
Date

Attachment B

DIVISION _____

DESTINATION/PURPOSE _____

*TRANSPORTATION: A-Air; TX-Taxi; B - Bus; TS - Train/Subway; CR - Car Rental

SUMMARY

Total Expenses	-----	\$	_____
Total Advances	-----	\$	_____ ()
Due Traveler	-----	\$	_____
Due Commission	-----	\$	_____
ATTACH CHECK			

TOTAL TRAVEL ADVANCE \$ _____

(Please attach a copy of the TRAVEL AUTHORIZATION ADVANCE REQUEST)

Executive Director _____ Date _____

FOR FINANCIAL MANAGEMENT USE ONLY	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE

The Contractor shall provide Operating Budget System Implementation Services in accordance with the Exhibit A, Statement of Work based on the fee schedule noted below and hourly rate. The implementation fees will be paid in installments upon written acceptance of each phase by LACDA's Project Manager. The Contractor will invoice for the completed Deliverables and/or Services according to the fee schedule noted below.

SECTION 1*				
	Deliverable	Interim or Final	Amount	Invoice Issue Date
1	Requirements	Final	\$28,105.20	Upon Completion & Acceptance
2	Software Provisioning	Interim	\$5,621.04	Upon Completion & Acceptance
3	Data Integration	Interim	\$18,736.80	Upon Completion & Acceptance
4	Baseline Personnel Model Ready for Review	Interim	\$28,105.20	Upon Completion & Acceptance
5	Personnel Model Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
6	Baseline Operating Model Ready for Review	Interim	\$28,105.20	Upon Completion & Acceptance
7	Operating Model Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
8	Current Year (CY) Projections Model Ready for Unit Testing	Interim	\$22,484.16	Upon Completion & Acceptance
9	Long-term (5-10 Years) Forecasting Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
10	Internal Services Cost Allocation Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
11	Inter-Division Allocations Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
12	Intra-Division Allocations Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
13	Reports Ready for Unit Testing	Interim	\$13,115.76	Upon Completion & Acceptance
14	Admin Functions & Security Ready for Unit Testing	Interim	\$9,368.40	Upon Completion & Acceptance
15	End User Capsules Ready for Unit Testin	Interim	\$18,736.80	Upon Completion & Acceptance
16	Accepted System Ready for Launch	Final	\$18,736.80	Upon Completion & Acceptance
17	Board Developer Training Delivered	Final	\$9,368.40	Upon Completion
18	Custom System Documentation Delivered	Final	\$13,115.76	Upon Completion
19	System Launch and Final Knowledge Transfer	Final	\$5,621.04	Upon Completion

20	Project Management	Interim	\$20,000.00	Invoiced Monthly for Hours Used
21	Travel Expenses (Per GSA)	Final	\$10,000.00	GSA Rates, Billed as Incurred
22	Annual Post Implementation Support - Year 1	Final	\$24,952.32	As Directed and Approved by the Authority's Project Manager, Invoiced Monthly for Hours Used
23	Subtotal for Section 1		\$386,593.68	

*Hourly Rate**				
Line	Description	Hours	Hourly Rate	Total Cost
1	Requirements	120	\$234.21	\$28,105.20
2	Software Provisioning	24	\$234.21	\$5,621.04
3	Data Integration	80	\$234.21	\$18,736.80
4	Baseline Personnel Model Ready for Review	120	\$234.21	\$28,105.20
5	Personnel Model Ready for Unit Testing	80	\$234.21	\$18,736.80
6	Baseline Operating Model Ready for Review	120	\$234.21	\$28,105.20
7	Operating Model Ready for Unit Testing	80	\$234.21	\$18,736.80
8	Current Year (CY) Projections Model Ready for Unit Testing	96	\$234.21	\$22,484.16
9	Long-term (5-10 Years) Forecasting Ready for Unit Testing	80	\$234.21	\$18,736.80
10	Internal Services Cost Allocation Ready for Unit Testing	80	\$234.21	\$18,736.80
11	Inter-Division Allocations Ready for Unit Testing	80	\$234.21	\$18,736.80
12	Intra-Division Allocations Ready for Unit Testing	80	\$234.21	\$18,736.80
13	Reports Ready for Unit Testing	56	\$234.21	\$13,115.76
14	Admin Functions & Security Ready for Unit Testing	40	\$234.21	\$9,368.40
15	End User Capsules Ready for Unit Testing	80	\$234.21	\$18,736.80
16	Accepted System Ready for Launch	80	\$234.21	\$18,736.80
17	Board Developer Training Delivered	40	\$234.21	\$9,368.40
18	Custom System Documentation Delivered	56	\$234.21	\$13,115.76
19	System Launch and Final Knowledge Transfer	24	\$234.21	\$5,621.04
20	Project Management	85	\$234.21	\$20,000.00
21	Travel Expenses (Per GSA)	N/A		\$10,000.00
22	Annual Post Implementation Support - Year 1	107	\$234.21	\$24,952.32
	Subtotal for Section 1 Hourly Rate			\$386,593.68

**The LACDA shall pay the Contractor implementation fees not to exceed \$386,593.68. The contractor rates are hourly rates per Neubran's GSA Price List SIN 132-51, inclusive of delivery order amount discounts.

				Year 1	Year 2	Year 3	Year 4	Year 5
SIN 132-51-Professional Services				18-Jul-19 to 17-Jul-20	18-Jul-20 to 17-Jul-21	18-Jul-21 to 17-Jul-22	18-Jul-22 to 17-Jul-23	18-Jul-23 to 17-Jul-24
Total Delivery Order Amount	SIN	MFR'S PART NO.	DESCRIPTION	GSA Price with IFF \$/HR	GSA Price with IFF \$/HR	GSA Price with IFF \$/HR	GSA Price with IFF \$/HR	GSA Price with IFF \$/HR
\$1 - \$99,999	132-51	IA	Information Architect	\$234.21	\$238.42	\$242.71	\$247.08	\$251.53
\$100,000 +	132-51	IAD	Information Architect	\$231.04	\$235.20	\$239.43	\$243.74	\$248.13
\$1 - \$99,999	132-51	SSE	Senior Software Engineer	\$217.33	\$221.24	\$225.22	\$229.27	\$233.40
\$100,000 +	132-51	SSED	Senior Software Engineer	\$205.72	\$209.42	\$213.19	\$217.03	\$220.94
\$1 - \$99,999	132-51	SE	Software Engineer	\$193.06	\$196.54	\$200.07	\$203.68	\$207.34
\$100,000 +	132-51	SED	Software Engineer	\$183.57	\$186.87	\$190.23	\$193.66	\$197.14

SECTION 2

In Section 2, the LACDA may request for additional consulting services for ongoing support, upgrades, unrelated to the scope of services, at the discretion of the LACDA, the following is the Contractor's hourly rate based upon the contractual year.

	Description	Hourly Rate
23	Year 2 Consulting Services Support	\$238.42
24	Year 3 Consulting Services Support	\$242.71
25	Year 4 Consulting Services Support	\$247.08
26	Year 5 Consulting Services Support	\$251.53

EXHIBIT C

REQUIRED FORMS

PROPOSER'S QUESTIONNAIRE / AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Neubrain, LLC

VA

2014

Name

State

Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name

County of Registration

Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. List any other names your firm has done business as within the last five (5) years.

Name

Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

No

7. Will your firm be the sole contractor and assume complete responsibility for all work defined in the Statement of Work? Yes (Yes or No)

If no, list the Sub-Contractor(s) _____

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the boxes and fill in the blanks, as appropriate:

- ☒ **Yes** ☐ **No** Organization w/ 7-years of Public Sector experience, within the last 10-years
☒ **Yes** ☐ **No** Project Manager w/ 3-years experience, within the last 5-years
☒ **Yes** ☐ **No** Certifies to be a member of the Board Partner Programs - Solutions Partner
☒ **Yes** ☐ **No** Organization w/ 5 years' experience, with qualified personnel
☒ **Yes** ☐ **No** Complies with RFP format requirements
☒ **Yes** ☐ **No** Certifies intent to execute a standard LACDA contract ---> LACDA Contract - with Exceptions
☒ **Yes** ☐ **No** Certifies intent to comply with Insurance Requirements---> Subject to the final review/approval by the Insurance Provider - Hartford
☒ **Yes** ☐ **No** Complies with the Child Support Compliance Program
☒ **Yes** ☐ **No** Declares intent to comply with GAIN/GROW requirements
☒ **Yes** ☐ **No** Certifies intent to comply with the Safely Surrendered Baby Law
☒ **Yes** ☐ **No** Certifies intent to comply with the Jury Service Program
☒ **Yes** ☐ **No** Certifies intent to comply with the Defaulted Property Tax Reduction Program
☒ **Yes** ☐ **No** Certifies intent to comply with the County's Commitment to Zero Tolerance Human Trafficking Policy
☒ **Yes** ☐ **No** Certifies intent to comply with the County Fair Chance Employment Practices Policy

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

Proposer's Name: Neubrain, LLC

Address: 2275 Research Blvd., Suite 500, Rockville, MD 20850

E-mail address: yana_mconaty@neubrain.com

Telephone number: 301-442-4129 Fax number: _____

On behalf of Neubrain, LLC (Proposer's name),
 I, Yana McConaty (Name of Proposer's authorized representative),
 certify that the information contained in this Proposer's Questionnaire/Affidavit is true and correct to the best of my information and belief.

yana mconaty
 Signature

16-1675809
 IRS Employer Identification No.

 Principal
 Title

 CA License No. (If applicable)

07/09/2019
 Date

**RFQ/IFB/RFP/RFSQ
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

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

Company Name: Neubrain, LLC		
Company Address: 2275 Research Blvd., Suite 500		
City: Rockville	State: MD	Zip Code: 20850
Telephone Number: 301-296-4477		
Solicitation For (Type of Goods or Services): IT services		

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

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

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

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

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

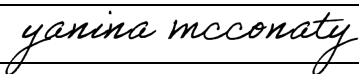
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

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

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

Print Name: Yana McConaty	Title: Principal
Signature: 	Date: 07/09/2019

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by Los Angeles County Development Authority) _____ NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

___X___ YES _____ NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO ___X___ N/A (Program not available)

Bidder/Proposer Organization: Neubrain, LLC

Signature: *yanina mconaty*

Print Name: Yana McConaty

Title: Principal Date: 07/09/2019

Tel.#: 301-442-4129 Fax #: _____

**CERTIFICATION OF INDEPENDENT COST DETERMINATION
& ACKNOWLEDGEMENT OF RFQ, IFB, RFP, RFSQ RESTRICTIONS
(Non-Collusive Affidavit)**

- A. By submission of this Quote/Bid/Proposal, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person(s) legally authorized to commit the Bidder.

PRINT NAME

PHONE NUMBER

Yana McConaty

301-442-4129

NOTE: Persons signing on behalf of the Bidder will be required to warrant that they are authorized to bind the Bidder and company of representation.

- C. List names of all joint ventures, partners, subcontractor, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "**NONE**".

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFQ/IFB/RFP. Bidder understands that if it is determined by the Los Angeles Development Authority (LACDA) that the Bidder **did** participate as a consultant in this RFQ/IFB/RFP process, the LACDA shall reject this quote/bid/proposal.

Neubrain, LLC

Print Name of Firm

Yana McConaty

Principal

Print Name of Signer

Print Title

yanina mcconaty

07/09/2019

Signature

Date

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Los Angeles County Development Authority (LACDA), shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the LACDA for which the LACDA is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Yana McConaty

Print Proposer Name

yanina mcconaty

Official's Signature

Principal, Neubrain LLC

Print Proposer Official Title

07/09/2019

Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its quote, bid, proposal offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any Los Angeles County Development Authority (LACDA), percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the LACDA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any LACDA, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Yana McConaty Title: Principal

Signature: *Yana McConaty* Date: 07/09/2019

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

Company Name: Neubrain, LLC		
Company Address: 2275 Research Blvd., Suite 500		
City: Rockville	State: MD	Zip Code: 20850
Telephone Number: 301-296-4477	Email address: admin@neubrain.com	
Solicitation/Contract For <u>IT</u> Services:		

The Proposer/Bidder/Contractor certifies that:

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

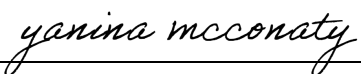
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
 - ☐ The purchase is made through a state or federal contract;
 - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
 - ☐ Emergency services provider for services or goods;
 - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

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

Print Name: Yana McConaty	Title: Principal
Signature: 	Date: 07/09/2019

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: Neubrain, LLC Date: 07/09/2019

Address: 2275 Research Blvd., Suite 500

State: MD Zip Code: 20850 Phone No. : 301-296-4477

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

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

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

Authorized Official:

Name: Yana McConaty Title: Principal

Signature: *yanina mcconaty* Date: 07/09/2019



Los Angeles County Development Authority

700 W. Main Street, Alhambra CA 91801

Phone: (626) 262-4511 • Procurement@lacda.org

Organization Information Form

☐ New Payee

☐ Update of Company's Information

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

Name of Company:	Neubrain, LLC		
Contact Person:	Yana McConaty	Title:	Principal
Company Address:	2275 Research Blvd., Suite 500, Rockville, MD 20850 (P.O. Box will not be accepted)		
Remittance Address:	2275 Research Blvd., Suite 500, Rockville, MD 20850		
Phone Number:	301-296-4477	Email:	admin@neubrain.com

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise	
☒ Limited Liability Company ☐ Other (Please Specify) _____	
☐ Veteran-Owned Business	☐ Disabled Veteran-Owned (DVBE) ☐ Disabled Business ☐ HUB Zone
☒ Small Business	☐ Disadvantaged Business Enterprise ☒ Women Owned Business
☐ Social Enterprise	☐ Local Small Business Enterprise DCBA Certification # _____
☐ Other Preference Programs _____	☐ Other (Please Specify) _____

NAICS (type/number): 511210, 518210, 523920, 541330, 541511, 541519, 541618, 541712, 541990, 611420

Total Number of Employees (including owners): 10

Please provide Race/Ethnic composition for Owners/Partners and Associates

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Race/Ethnic Composition	Owners/Partners/ Associate Partners	
	Male	Female		Male	Female
African American			Native American		
Hispanic American			Caucasian	1	1
Asian American			Other		
Asian Pacific American			Other		

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

☐ is a **Minority Business Enterprise.**

"Minority Business Enterprise," an independent business concern which is at least 51 percent owned by one or more minority group members; or at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

☒ is a **Women Business Enterprise.**

"Women Business Enterprise," an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☐ is **not** a **Minority or Women Business Enterprise.**

III. DECLARATION

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

Print Authorized Name Yana McConaty	Authorized Signature <i>yanina mcconaty</i>	Title Principal	Date 07/09/2019

FOR OFFICE USE ONLY

Date Received: _____ Date Entered: _____
Payee #: _____ Entered By: _____

**MAIN OFFICE**

700 W. Main Street, Alhambra, CA 91801

Tel: 626-262-4510 TDD: 626-943-3898

www.lacda.org**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY****AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS**

Vendor Name	Neubrain, LLC

I (we) hereby authorize Los Angeles County Development Authority, hereinafter called "LACDA" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution Name	Bank of America		
☒ Checking Account or	☐ Savings Account		
Routing Number	052001633		
Bank Account Number	003939225021		

This authorization is to remain in full force and effect until the LACDA and your depository Financial Institution have had all reasonable opportunity to act upon a written request for cancellation

Name	Yana McConaty	Title	Principal
Signature	<i>yanina mcconaty</i>	Date	07/09/2019
Email Address	yana_mcconaty@neubrain.com	Phone	301-442-4129

Name		Title	
Signature		Date	
Email Address		Phone	

Please return this completed form with your voided check for a checking account, or deposit slip for a savings account to:

Los Angeles County Development Authority
Administrative Services Division/Procurement

700 West Main Street

Alhambra, CA 91801

Procurement@lacda.org

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Neubrain, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2275 Research Blvd., Suite 500	Requester's name and address (optional)
6 City, state, and ZIP code Rockville, MD 20850	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
1	6		-	1	6	7	5	8 0 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

yanina mconaty

Date ► 07/09/2019

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

PROSPECTIVE CONTRACTOR LIST OF REFERENCES

Contractor's Name: Neubrain, LLC

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone/fax numbers and email address for each reference listed below are complete. Your failure to provide complete and accurate information may result in the disqualification of the incomplete listed reference.**

City of Salem, OR

Contact Person: Kali Leinenbach

Contact's Title: Management Analyst

Contact's E-mail: kleinenbach@cityofsalem.net

Contact's Phone Number: 503-588-6231

Brief system description: BOARD Personnel Budgeting & Forecasting, Capital Budgeting, Operating Budget Creation, Short-term and Long-term Forecasting, and Reporting (Interfaces with Oracle Db, PeopleSoft Financials and HCM). Implementation timeframe is ~6 months. Date of use: since 2015.

<http://www.neubrain.com/webinar-customer-success-story-city-of-salem-oregon>

Organization: Placer County, CA

Contact Person: Kathy Ito

Contact's Title: Project Manager

Contact's E-mail: KIto@placer.ca.gov

Contact's Phone Number: (530) 889-4283

Brief system description: Personnel Budgeting, Forecasting, Actuals Tracking; Union/What-if Labor Modeling; Capital Budgeting, Operating/Program-based Budget Creation, Short-term and Long-term Forecasting, Reporting, Enhancements, Application Care Packs. (Interfaces with ACORN and Workday). Dates of use: since 2016.

Organization: Placer County, CA - Health and Human Services Department (HHS)

Contact Person: Vicki Grenier

Contact's Title: Administrative Services Manager - Revenue, Budgets and Financial Reporting

Contact's E-mail: vgrenier@placer.ca.gov

Contact's Phone Number: (530) 745-3114

Brief system description: Detailed Labor Projections, Projects and Grants Budgeting and Forecasting (Grant, Project, Contract and Vendor Level of Detail) Complex Cost Allocations, Reporting (Interfaces with ACORN, Workday), Dates of use: since 2018.

City of Springfield, OR

Contact Person: Nate Bell or Kerrie Miller

Contact's Title: Finance

Contact's E-mail: nbell@springfield-or.gov or kmiller@springfield-or.gov

Contact's Phone Number: 541.726.3704

Brief system description: BOARD Personnel & Forecasting, Capital Budgeting, Operating Budget Creation, Projections and Long-term Forecasting (Interfaces with Oracle/PeopleSoft Financials and HCM). Date of use: since 2016.

Organization: Tarrant Regional Water District (TRWD)

Where Located: Fort Worth, Texas

Contact Person: Jennifer.Mitchell@trwd.com

Contact's Title: Accounting Manager

Contact's E-mail: TRWD Accounting Manager

Contact's Phone Number: 817-720-4348

Brief system description: Personnel/HR Budgeting, Capital Budgeting, Operating Budget Creation, Cost Allocations System; Interfaces with Infor Lawson HCM and IBM Maximo systems. Dates of use: since 2014. http://www.neubrain.com/customer_success_tarrant_regional_water_district_budgeting_software

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: Neubrain, LLC

List of all contracts that have been terminated within the past three (3) years. Use additional sheets if necessary. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone and fax number for each Firm listed below are complete and accurate.** None

1. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract None	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: Neubrain, LLC

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone/fax numbers and email address for each firm listed below are complete.**

According to our customer agreements, we need to provide them with an advance notice that you will be contacting them. Please notify us, and we would be happy to facilitate a meeting.

Pennsylvania Turnpike Commission - Budgeting and Reporting Capability;
Clark County Washington's Public Transportation Agency (C-TRAN) - Budgeting and Reporting Capability;
Terrance Regional Water District (TRWD), TX - Budgeting and Cost Allocations;
City of North Las Vegas - Budgeting and Reporting Capability;
City of Salem, OR – Budgeting and Reporting Capability;
City of Springfield, OR – Budgeting and Reporting Capability;
Placer County, CA – Budgeting and Reporting Capability;
Placer County, CA HHS – Budgeting and Reporting Capability;
City of Fayetteville, NC – Performance Management Capability;
Active Air Force – Congressional Budget Justification Capability;
Air Force Reserve - Congressional Budget Justification Capability;
Air National Guard - Congressional Budget Justification Capability;
US Navy, MPN - Congressional Budget Justification Capability;
US Navy, RPN - Congressional Budget Justification System;
US Navy RPN/FTS - Congressional Budget Justification Capability;
Park City, Utah - Traditional Budgeting, Outcome Budgeting and Reporting Capability
El Paso County, TX – Forecasting Capability, Performance-based Budgeting Consulting;
Housing Authority of Baltimore City - Budgeting and Reporting Capability;
The Institutes - Budgeting and Reporting Capability.

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT
HIRING PRACTICES CERTIFICATION**

Company Name: Neubrain, LLC		
Company Address: 2275 Research Blvd., Suite 500		
City: Rockville	State: MD	Zip Code: 20850
Telephone Number: 301-296-4477	Email address: admin@neubrain.com	
Solicitation/Contract for <u>IT</u> Services		

BIDDER/PROPOSER (CONTRACTOR) CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Proposer (Contractor) acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Bidder/Proposer (Contractor) and staff performing work under the Contract will be in compliance. Bidder/Proposer (Contractor) further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any quote/bid/proposal, or termination of any resultant Contract, at the sole judgment of the Los Angeles County Development Authority (LACDA).

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Yana McConaty	Title: Principal
Signature: <i>yanina mcconaty</i>	Date: 097/10/2019

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: Neubrain, LLC		
Company Address: 2275 Research Blvd., Suite 500		
City: Rockville	State: MD	Zip Code: 20850
Telephone Number: 301-296-4477	Email address: admin@neubrain.com	
Solicitation Name: LACDA19-082 Operating Budget System Implementation Services		

BIDDER/PROPOSER CERTIFICATION

The Los Angeles County Development Authority (LACDA) has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Bidder/Proposer acknowledges and certifies compliance with Section 54. (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder/proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Bidder/Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid/proposal, or cancellation of any resultant Contract, at the sole judgment of the LACDA.

I declare under penalty of perjury the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Yana McConaty	Title: Principal
Signature:	Date: 07/10/2019

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION:

The Contractor referenced below has entered into a contract with the Los Angeles County Development Authority (LACDA) to provide certain services to the LACDA. The LACDA requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

The 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 the Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the referenced contract.

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

CONFIDENTIALITY AGREEMENT:

The Contractor and the Contractor's Staff may be involved with work pertaining to services provided by the LACDA and, if so, the Contractor and the Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the LACDA. In addition, the Contractor and the Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the LACDA. The LACDA 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. The Contractor and the Contractor's Staff understand that if they are involved in LACDA work, the LACDA must ensure that the Contractor and the Contractor's Staff, will protect the confidentiality of such data and information. Consequently, the Contractor must sign this Confidentiality Agreement as a condition of work to be provided by the Contractor's Staff for the LACDA.

The Contractor and the 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 the Contractor and the LACDA. The Contractor and the Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.

The Contractor and the 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 LACDA, design concepts, algorithms, programs, formats, documentation, the Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and the Contractor's Staff under the above-referenced contract. The Contractor and the Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or LACDA employees who have a need to know the information. The Contractor and the Contractor's Staff agree that if proprietary information supplied by other LACDA vendors is provided to me during this employment, the Contractor and the Contractor's Staff shall keep such information confidential.

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

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

Neubrain, LLC

Contractor Name

Yana McConaty

Print Name

yanina mcconaty

Signature

IT Services

Type of Service (Contract)

Principal

Position

07/10/2019

Date

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

GENERAL INFORMATION:

The Contractor referenced below has entered into a contract with the LACDA of Los Angeles to provide certain services to the LACDA. The LACDA requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

The 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 the Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the referenced contract.

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

CONFIDENTIALITY AGREEMENT:

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

The Contractor and the 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 Los Angeles County Development Authority. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.

The Contractor and the 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 LACDA, design concepts, algorithms, programs, formats, documentation, the Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and the Contractor's Staff under the above-referenced contract. The Contractor and the Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or LACDA employees who have a need to know the information. The Contractor and the Contractor's Staff agree that if proprietary information supplied by other LACDA vendors is provided to me during this employment, the Contractor and the Contractor's Staff shall keep such information confidential.

The Contractor and the 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 the Contractor and the Contractor's Staff become aware.

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

COPYRIGHT ASSIGNMENT AGREEMENT

The Contractor and the Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by the Contractor and the Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the LACDA. In this connection, the Contractor and the Contractor's Staff hereby assign and transfer to the LACDA in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the LACDA, the Contractor and the Contractor's Staff agree to promptly execute and deliver to the LACDA all papers, instruments, and other documents requested by the LACDA, and to promptly perform all other acts requested by the LACDA to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Individual's Assignment and Transfer of Copyright in Exhibit C – Required Contract Forms, attached hereto and incorporated herein by reference.

The LACDA shall have the right to register all copyrights in the name of the Los Angeles County Development Authority and shall have the right to assign, license, or otherwise transfer any and all of the LACDA's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

Contractor Name

Type of Service (Contract)

Print Name

Position

Signature

Date

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

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

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

1. LAWS AFFECTING NONPROFITS

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

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N. Alameda Street, Suite 250, Los Angeles, CA 90012 213-266-8464 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

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

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to

- the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

LOS ANGELES COUNTY SMOKE FREE POLICY
AT ALL HOUSING DEVELOPMENT SITES

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
Chapter 12 – Leased Terminations - Section E. Non-Smoking

The Los Angeles County Development Authority (LACDA) strictly prohibits smoking on all our properties except at the South Bay Gardens senior housing development located at 230 E. 130th Street, Los Angeles CA 90061. The term “smoking” means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, hookah or other prohibited tobacco, marijuana or similar lighted product in any manner or in any form. Additionally, “smoking” also includes but is not limited to the use of an electronic cigarette (e-cig or e-cigarette), a personal vaporizer (PV) or an electronic nicotine delivery system (ENDS).

The smoke free policy applies to all residents, guests, visitors, vendors and staff. At South Bay Gardens, smoking is only permitted in one specified open area that is located at least 25 feet away from a LACDA building and is clearly labeled as a “Smoking Designated Area”.

The LACDA may terminate the Lease for a material or continuing breach of the Public Housing Non-Smoking Lease Addendum. Additionally, Residents are financially responsible for the mitigation of any damages caused by smoking in their unit or caused by smoking in non-smoking areas on the LACDA’s premises. Residents shall pay for these damages as set forth in the Lease as “Other Charges”. Costs may include but are not limited to cleaning, sealing, painting, deodorizing, duct cleaning, and possible replacement of fixtures and various surface materials. The LACDA would like to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance and cleaning costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

Residents, members of the Resident's household or their guests/visitors are strictly prohibited to smoke on the premises occupied by the Resident and members of the Resident's household in any common areas, including but not limited to; community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, playground areas, entry ways, porches, balconies and patios. Smoking is strictly prohibited on all of the LACDA’s properties, except for the designated smoking area at the South Bay Gardens housing development, including individual units, common areas, every building and adjoining grounds. A Resident, members of the Resident's household or their guests/visitors shall not smoke anywhere in Non-Smoking Areas. The Resident may not permit any guests or visitors under the control of the Resident to smoke in Non-Smoking Areas.

Resident to Promote Non-Smoking Policy and to Alert the LACDA of Violations

Residents shall inform Resident's guests or visitors of the non-smoking policy. Residents are also encouraged to promptly submit to Management a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

Vendors and LACDA Staff

Vendors and LACDA staff on LACDA premises must also adhere to the non-smoking policies delineated in this chapter.

Promotion of Non-Smoking Policy

Management shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous locations adjoining the grounds of Non-Smoking Areas.

The LACDA Not a Guarantor of Smoke-Free Environment

The LACDA's adoption of a non-smoking living environment does not make the LACDA the guarantor of the Resident's, members of the Resident's household or their guests/visitors health or of the non-smoking condition of the Resident's unit and common areas. However, the LACDA shall take reasonable steps to enforce the non-smoking terms as set forth in the Lease Addendum and ACOP and to make the Non-Smoking Area as smoke-free as is reasonably possible. The LACDA is not required to take steps in response to smoking unless the LACDA is aware of said smoking or has been given written notice of said smoking.

LACDA Disclaimer

The LACDA's adoption of a non-smoking living environment does not in any way change the standard of care that the LACDA would provide to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The LACDA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. The LACDA cannot and does not warrant or assert that the rental premises or common areas will be free from secondhand smoke. The LACDA's ability to police, monitor, or enforce the agreements of the Lease Addendum is dependent in significant part on voluntary compliance by the Resident and Resident's guests/visitors. Residents and Resident's guests/visitors with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the LACDA does not assume any higher duty of care to enforce the Public Housing Non-Smoking Lease Addendum than any other LACDA obligation under the Lease.

**COUNTY OF LOS ANGELES
COUNTY LOBBYISTS ORDINANCE PROVISIONS
CHAPTER 2.160 - COUNTY LOBBYISTS**

2.160.010 - Definitions.

The following phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "County official" includes a member of the board of supervisors, the sheriff, the assessor, the district attorney, a county commissioner, and any other county officer or employee whose duties are not primarily clerical or manual.
- B. "Official action" means the drafting, introduction, consideration, modification, enactment or defeat of any county ordinance or board of supervisors motion or resolution, or the granting or denial of any county contract, permit, grant, license or franchise.
- C. "Influencing official action" means promoting, supporting, influencing, modifying, opposing or delaying any official action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.
- D. "County lobbyist" means any individual who is employed, contracts or otherwise receives compensation, other than reimbursement for reasonable travel expenses, to communicate directly, or through agents, employees or subcontractors, with any county official for the purpose of influencing official action, if a substantial or regular portion of the activities for which he or she receives such compensation is for the purpose of influencing official action. Provided, however, a county lobbyist shall not include:
 - (1) An elected or appointed public official or public employee when acting in his or her official capacity as an elected or appointed public official or public employee;
 - (2) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical, radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisements, which directly or indirectly urge official action if such newspaper, periodical, book publisher, radio or television station or individual, engages in no further or other activities in connection with urging official action other than to appear before the board of supervisors or a county commission in support of or in opposition to such action; or
 - (3) A person whose attempts to influence official action are limited solely to actions taken as an attorney or advocate representing a party to an administrative proceeding the decision of which is reviewable by a court pursuant to Code of Civil Procedure Section 1094.5.
- E. "County lobbying firm" means a business entity, including an individual county lobbyist, which receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing official action on behalf of any other person, if either any partner, owner, officer or employee of the business entity is a county lobbyist, or a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing official action. No business entity shall be considered a county lobbying firm by reason of activities described in subdivisions 1, 2 or 3 of subsection D of this section.
- F. "County lobbyist employer" means a person or entity, other than a county lobbying firm, who, for economic consideration other than reimbursement for reasonable travel expenses, either employs one or more county lobbyists or contracts for the services of a county lobbyist or county lobbying firm, for the purpose of influencing official action.
- G. "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any county official or a member of the immediate family of a county official, regardless of whether the expense or payment is reimbursed by the person on whose behalf the county lobbying services are performed. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation, but do not include campaign contributions.
- H. "Campaign contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected county official is a contribution to the candidate, committee or elected county official unless full and adequate consideration is received for making the expenditure.

1. The term "campaign contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.
2. The term "campaign contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.
3. The term "campaign contribution" does not include:
 - a. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;
 - b. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupant's home or office if the costs for the meeting or fundraising event are \$500.00 or less; or
 - c. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.
- I. "Gift" shall be defined as set forth in the Political Reform Act, Government Code Section 81000 et seq., and the regulations adopted thereunder; except that the exclusion for campaign contributions shall be defined and governed as set forth in this chapter.

2.160.020 - County lobbyist registration.

- A. Unless included either as part of the registration of a county lobbying firm filed pursuant to Section 2.160.030, or as part of the registration of a county lobbyist employer filed pursuant to Section 2.160.040, each county lobbyist, within 10 days of first becoming a county lobbyist, shall file with the executive officer of the board of supervisors a registration containing the following information:
 1. A recent three-inch by four-inch photograph of the county lobbyist;
 2. The county lobbyist's full name, business address and telephone number; and
 3. A statement that the lobbyist has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.
- B. Effective January 1, 2008, a county lobbyist who is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that person terminates the status as provided by this chapter. Thereafter, each county lobbyist shall be required to renew the registration on an annual basis, and shall pay an annual registration fee to the executive officer, as provided in Section 2.160.140, on or before the 10th day of January of the year of renewal.

2.160.030 - County lobbying firm registration.

- A. Each county lobbying firm, within 10 days of first becoming a county lobbying firm, shall file with the executive officer of the board of supervisors a registration containing the following information:
 1. The full name, business address and telephone number of the county lobbying firm;
 2. A list of the county lobbyists who are partners, owners, officers, or employees of the county lobbying firm;
 3. The county lobbyist registration required by Section 2.160.020 for each county lobbyist in the county lobbying firm;
 4. For each person or other entity with whom the county lobbying firm contracts for the county lobbying firm to provide county lobbying services:
 - a. The full name, business address and telephone number of the contractor;
 - b. The contractor's written, signed authorization permitting the county lobbying firm to represent the interests of the contractor;
 - c. The time period of the contract;
 - d. If the contractor is an individual, the name and address of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and a description of the business activity in which the contractor or his or her employer is engaged;
 - e. If the contractor is a business entity, a description of the business activity in which it is engaged;
 - f. If the contractor is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the

- industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members;
- g. If the contractor is not an individual, business entity, or industry trade or professional association, a statement of the contractor's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the contractor principally represents or from which its membership or financial support is principally derived;
- h. The county lobbying interests of the contractor;
- 5. The name and title of a partner, owner or officer of the county lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the county lobbying firm, and a statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.
- B. Effective January 1, 2008, a county lobbyist firm which is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that county lobbyist firm terminates the status as provided by this chapter. Thereafter, each county lobbyist firm shall renew the registration on an annual basis and file an annual renewal of registration statement with the executive officer, on or before the 10th day of January of the year of renewal.

2.160.040 - County lobbyist employer registration.

- A. Each county lobbyist employer, within 10 days of first becoming a county lobbyist employer, shall file with the executive officer of the board of supervisors a registration containing the following information:
 - 1. The full name, business address, and telephone number of the county lobbyist employer;
 - 2. A list of the county lobbyists who are employed by the county lobbyist employer;
 - 3. The county lobbyist registration required by Section 2.160.020 for each county lobbyist employed by the county lobbyist employer;
 - 4. If the county lobbyist employer is an individual, the name and address of his or her principal place of business and a description of the business activity in which he or she is engaged;
 - 5. If the county lobbyist employer is a business entity, a description of the business activity in which it is engaged;
 - 6. If the county lobbyist employer is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members;
 - 7. If the county lobbyist employer is not an individual, business entity, or industry, trade or professional association, a statement of the county lobbyist employer's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the county lobbyist employer principally represents or from which its membership or financial support is principally derived;
 - 8. The county lobbying interests of the county lobbyist employer.
- B. Effective January 1, 2008, a county lobbyist employer who is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that person or entity terminates the status as provided by this chapter. Thereafter, each county lobbyist employer shall be required to renew the registration on an annual basis, and shall pay an annual registration fee to the executive officer, as provided in Section 2.160.140, on or before the 10th day of January of the year of renewal.

2.160.050 - Registration amendments and termination.

Within 10 days of any change in any of the registration information reported pursuant to Sections 2.160.020, 2.160.030 or 2.160.040, and before any attempt to influence official action on behalf of any previously unreported person or entity occurs, a county lobbyist, county lobbying firm or county lobbyist employer shall file with the executive officer of the board of supervisors a registration providing such revised registration information. When a county lobbyist, county lobbying firm or county lobbyist employer ceases all activities related to influencing official action this fact shall be so indicated in the last quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080, whichever is applicable.

2.160.060 - Quarterly reports—County lobbyists.

Unless included either as part of a county lobbying firm quarterly report filed pursuant to Section 2.160.070 or as part of a county lobbyist employer quarterly report filed pursuant to Section 2.160.080, no later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an

initial registration pursuant to Section 2.160.020 but prior to a registration termination as described in Section 2.160.050, the county lobbyist shall file with the executive officer of the board of supervisors a report of all activity expenses of the county lobbyist during the calendar quarter, including, for each such activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value. If the county lobbyist engaged in no activity as a county lobbying during the quarter, the report shall so indicate.

2.160.070 - Quarterly reports—County lobbying firms.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.030 but prior to a registration termination as described in Section 2.160.050, the county lobbying firm shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through F, below, regarding the county lobbying firm activities during such calendar quarter. If the county lobbying firm engaged in no activity as a county lobbying firm during the quarter, the report shall so indicate.

- A. The full name, business address, and telephone number of the county lobbying firm;
- B. The full name, business address, and telephone number of each person who contracted with the county lobbying firm for county lobbying services, a description of the specific county lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for county lobbying services;
- C. The total amount of all payments received for county lobbying services;
- D. All activity expenses incurred by the county lobbying firm including, for each activity expense, the name of each person who made or arranged the activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;
- E. If the county lobbying firm subcontracts with another county lobbying firm or county lobbyist for county lobbying services:
 - 1. The full name, address, and telephone number of the subcontractor,
 - 2. The name of the person for whom the subcontractor was retained to lobby,
 - 3. The total amount of payments made to the subcontractor;
- F. The name and title of each partner, owner and employee of the county lobbying firm who, on at least five separate occasions during the calendar quarter, engaged in direct communication with county officials for the purpose of influencing official action on behalf of a person who contracts with the county lobbying firm for county lobbying services.

2.160.080 - Quarterly reports—County lobbyist employers and others.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.040 but prior to a registration termination as described in Section 2.160.050, each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through E, below, regarding the county lobbyist employer's activities during such calendar quarter. If the county lobbyist employer engaged in no activity as a county lobbyist employer during the quarter, the report shall so indicate. Each person or entity who is not otherwise obligated to file a quarterly report as a county lobbyist, county lobbying firm or county lobbyist employer, but who directly or indirectly expends \$5,000.00 or more to influence official action during the calendar quarter, shall also file a report containing the information set forth in subsections A through E, below, no later than the end of the first month after the close of the calendar quarter:

- A. The full name, business address, and telephone number of the filer;
- B. The total amount of all payments made to a county lobbying firm;
- C. The total amount of all payments made to county lobbyists employed by the filer;
- D. All activity expenses incurred by the filer including, for each activity expense, the name of each person who made or arranged the activity expense, the name and the position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;
- E. The total of all other payments to influence official action, including overhead expenses, and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing official action.

2.160.090 - Quarterly campaign contribution reports.

No later than the end of the first month after the close of each calendar quarter each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the date, amount, and the name of the recipient of each campaign contribution to an elected county official or candidate for elective county office where the total contribution was \$100.00 or more during the calendar quarter. Said report may be made as a part of a quarterly report filed pursuant to Section 2.160.080.

2.160.095 - Funding for reports and studies.

Each county lobbyist, county lobbying firm and county lobbyist employer who submits any study, analysis or other report to any county official for the purpose of influencing official action, shall, along with the presentation of such study, analysis or other report, disclose in writing the identity of each person, firm or other entity who in whole or in part funded the development of such study, analysis or other report, and the amount of funding provided by each such person, firm or entity.

2.160.100 - Public records.

Each calendar quarter, the executive officer of the board of supervisors shall compile a list of all county lobbyists, county lobbying firms and county lobbyist employers. Such a list and each registration or report required to be filed pursuant to this chapter shall be a public record subject to disclosure under the provisions of the California Public Records Act. The executive officer shall provide the list of county lobbyists and county lobbying firms to the registrar-recorder electronically for compliance with chapter 2.190 of this code.

2.160.110 - Recordkeeping.

County lobbyists, county lobbying firms, and county lobbyist employers who receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep such detailed accounts, records, bills and receipts as are necessary to allow them to make timely accurate reports of their activities as required by this chapter.

2.160.120 - Gift prohibition.

No county lobbyist or county lobbying firm shall make to a county official and no county official shall knowingly receive from a registered county lobbyist or registered county lobbying firm a gift or gifts aggregating more than \$50.00 in any calendar month. No county lobbyist or county lobbying firm shall act as an agent or intermediary in the making of any such gift or arrange for the making of any such gift by any other person.

2.160.130 - General prohibitions.

No county lobbyist or county lobbying firm shall do any of the following:

- A. Do anything with the purpose of placing any county official under personal obligation to the county lobbyist, the county lobbying firm, or the employer of the county lobbyist or county lobbying firm;
- B. Deceive or attempt to deceive any county official with regard to any material fact pertinent to any pending or proposed official action;
- C. Cause or influence the introduction of any matter for consideration by the county as official action for the purpose of thereafter being employed to influence the occurrence or nonoccurrence of such official action;
- D. Attempt to create a fictitious appearance of public favor or disfavor of any proposed official action or to cause any communication to be sent to any county official in the name of any fictitious person or in the name of any real person without the consent of such person;
- E. Represent, either directly or indirectly, that the county lobbyist or county lobbying firm can control the official action of any county official;
- F. Accept or agree to accept any payment in any way contingent upon success by the county lobbyist or county lobbying firm in influencing official action.
- G. No person or firm who is registered under this chapter as a county lobbyist or county lobbying firm or who has been so registered at any time in the previous 12 months shall make any contribution to any county official or candidate for county office consistent with chapter 2.190 of this code.

2.160.140 - Filing fees.

- A. Each county lobbyist, county lobbying firm and county lobbyist employer shall pay a filing fee when filing or renewing a registration pursuant to Section 2.160.020, 2.160.030 or 2.160.040, according to the following fee schedule:

	Initial Registration	Annual Renewal of Registration
County Lobbyist	If filed prior to July 1, 2008: \$35 If filed during July 1, 2008 through December 31, 2008: \$337 If filed after January 1, 2009: \$450, unless filed during the last quarter of a calendar year (October through December) If filed after January 1, 2009 and during the last quarter of a calendar year (October through December): \$337	\$450 (effective for the calendar year 2009 and for each year thereafter)
County Lobbyist Firm	If filed prior to December 31, 2008: \$35 If filed after January 1, 2009: No fee	No fee
County Lobbyist Employer	If filed prior to July 1, 2008: \$35 If filed during July 1, 2008 through December 31, 2008: \$56 If filed after January 1, 2009: \$75 If filed after January 1, 2009 and during the last quarter of a calendar year (October through December): \$56	\$75 (effective for the calendar year 2009 and for each year thereafter)

- B. If the filing of an initial registration or annual renewal of registration pursuant to Section 2.160.020, 2.160.030, 2.160.040, a registration amendment pursuant to Section 2.160.050, a quarterly report pursuant to Section 2.160.060, 2.160.070 or 2.160.080, or a separate quarterly campaign contribution report pursuant to Section 2.160.090, is made beyond its due date and after an investigation by the executive officer of the board of supervisors which concludes that the filer is in violation of any provision of this chapter, in addition to the regular filing fee set forth in this section, there shall be an additional fee as follows:
1. \$25 per day for the first ten days after the due date of the filing;
 2. \$50 per day for the next ten days if the filing is not made within ten days after the due date; and
 3. \$75 per day until the date that the filer comes into compliance with the provisions of this chapter or the date that any other penalties are imposed by the board or the executive officer as provided for in this chapter, whichever occurs first, if the filing is not made within twenty days after the due date.
- C. The executive officer may waive any additional fees imposed under this section, in whole or in part, if the violation was not willful and the executive officer determines that enforcement of the additional fees would not further the purposes of this chapter.

2.160.150 - Enforcement.

- A. Each person or entity who applies for a county contract, permit, grant, license or franchise shall, as a part of the application for such contract, permit, grant, license or franchise, certify that the applicant is familiar with the requirements of this chapter, and that all persons acting on behalf of the applicant have complied therewith and will continue to comply therewith throughout the application process. A person or entity who seeks a contract, permit, grant, license or franchise from the county shall be disqualified therefrom if any lobbyist, lobbying firm, lobbyist employer or other person or entity acting on behalf of the person or entity seeking the contract, permit, grant, license or franchise fails to comply with the provisions of this chapter.
- B. Any person may file a charge with the executive officer of the board of supervisors that any county lobbyist, county lobbying firm, county lobbyist employer or other person or entity has violated any provision of this chapter.
- C. The executive officer of the board of supervisors is delegated the authority to investigate any charge that a person or entity has violated this chapter, and to receive evidence and make determinations as to violations of this chapter. Upon receiving a charge that a person or entity has violated this chapter, the executive officer shall give such person or entity reasonable notice of the charge and an opportunity

to present information in response thereto. The executive officer shall make a determination as to the accuracy of the charge and shall present this determination along with the reasons for the determination to the board of supervisors. If the executive officer's determination is that a violation of this chapter has occurred and the board of supervisors agrees, the board may impose the following sanctions:

1. Each person who has failed to comply with the requirements of this chapter shall be refused permission to address the board of supervisors or any county commission, except on his or her own behalf, during such period as such failure to comply with this chapter continues, including any failure to satisfy any other penalties imposed under this chapter;
2. Each person or entity on whose behalf the county lobbyist, county lobbying firm, county lobbyist employer or other person or entity acted in violation of this chapter shall be denied the county contract, permit, grant, license or franchise which was the objective of the county lobbying activities performed in violation of this chapter;
3. Each person or entity who has failed to comply with the requirements of this chapter shall be liable in a civil action brought by the county for an amount up to \$5,000.00 for each such failure to comply.
4. The registration of each county lobbyist, county lobbying firm or county lobbyist employer who fails to comply with the requirements of this chapter shall be terminated. Such county lobbyist, county lobbying firm or county lobbyist employer shall be required to pay all fees required by this chapter and satisfy all other penalties imposed under this section, and shall not be permitted to again register as a county lobbyist, county lobbying firm or county lobbyist employer as follows:
 - a. A person or entity determined to be a first-time violator of this chapter shall be prohibited from again registering for a period of up to three months following the board's approval of the termination of the registration;
 - b. A person or entity determined to have previously violated this chapter shall be prohibited from again registering for a period of up to six months following the board's approval of the termination of the registration;
 - c. A person or entity determined to have previously violated this chapter on two or more occasions shall be prohibited from again registering for a period of up to twelve months following the board's approval of the termination of the registration.
 - d. In addition to the penalties set forth in this chapter, any violation of this chapter shall be subject to an administrative fine of up to \$5,000.00, and a noncompliance fee of up to \$5,000.00. Any administrative fines or noncompliance fees shall be issued pursuant to the provisions of Chapter 1.25 of this Code. The executive officer of the board of supervisors shall be designated as the enforcement officer for determination and imposition of the administrative fines and noncompliance fees to be issued and for providing representation, either directly or in conjunction with other county departments, on behalf of the County before the administrative hearing officer as provided for in Chapter 1.25 of this Code.
 - e. The board of supervisors may, in its discretion, waive any penalties provided for in this section, in whole or in part, if it determines that there was no willful violation of this chapter and enforcement of the penalties would not further the purposes of this chapter.
- D. The executive officer of the board of supervisors may develop rules for the administration of this chapter. Such rules shall be presented to the board of supervisors and shall become effective if approved by a majority vote of the board; and
- E. The regulations imposed by this chapter are enacted pursuant to Article III, Section 11(6) of the Charter of the county of Los Angeles and California Government Code Section 25207.1. The provisions of Chapter 1.24 of this code shall not apply to the provisions of this chapter.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Neubrain, LLC

Vendor's Name

Address

16-1675809

Internal Revenue Service Employer Identification Number

GENERAL

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

VENDOR'S CERTIFICATION

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

Authorized Official:

Name: Yana McConaty Title: Principal

Signature: *yanina mcconaty* Date: 07/09/2019

EXHIBIT E

LACDA'S ADMINISTRATION

EXHIBIT E
Los Angeles County Development Authority Administration

Name	Title	Division	Email	Phone Number
Maryann Robles	IT Procurement Analyst	Administrative Services Information Technology	Maryann.Robles@lacda.org	(626)586-1725
James Fu	Budget Analyst	Finance & Budget	James.Fu@lacda.org	(626) 586-1862
Susan Lawi-Ayad	Budget Manager	Finance & Budget	Susan.Lawi-Ayad@lacda.org	(626) 586-1808
Matthew Fortini	Director	Finance & Budget	Matthew.Fortini@lacda.org	(626) 586-1890
Douglas Van Gelder	IT Manager	Administrative Services Information Technology	Douglas.VanGelder@lacda.org	(626)586-1727
Kathy Thomas	Administrative Deputy Director	Executive Office		

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

EXHIBIT F
Contractor's Administration

Name	Title	Email	Phone Number
Yana McConaty	Partner	yana_mcconaty@neubrain.com	(301)442-4129

Contractor's Administration list will be edited once project is to initiate for list of resources.

EXHIBIT G

INTENTIONALLY OMITTED

EXHIBIT H

JURY SERVICE ORDINANCE

CONTRACTOR EMPLOYEE JURY SERVICE

LOS ANGELES COUNTY CODE CHAPTER 2.203

2.203.010 - Findings.

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

(Ord. 2002-0015 § 1 (part), 2002)

2.203.020 - Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body.

(Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 - Applicability.

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

(Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 - Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.050 - Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.060 - Enforcement and Remedies.

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

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to [chapter 2.202](#), seek the debarment of the contractor.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.070 - Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

(Ord. 2002-0015 § 1 (part), 2002)

2.203.090 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

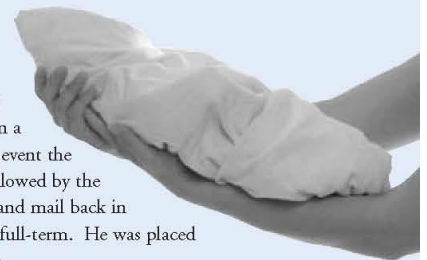
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

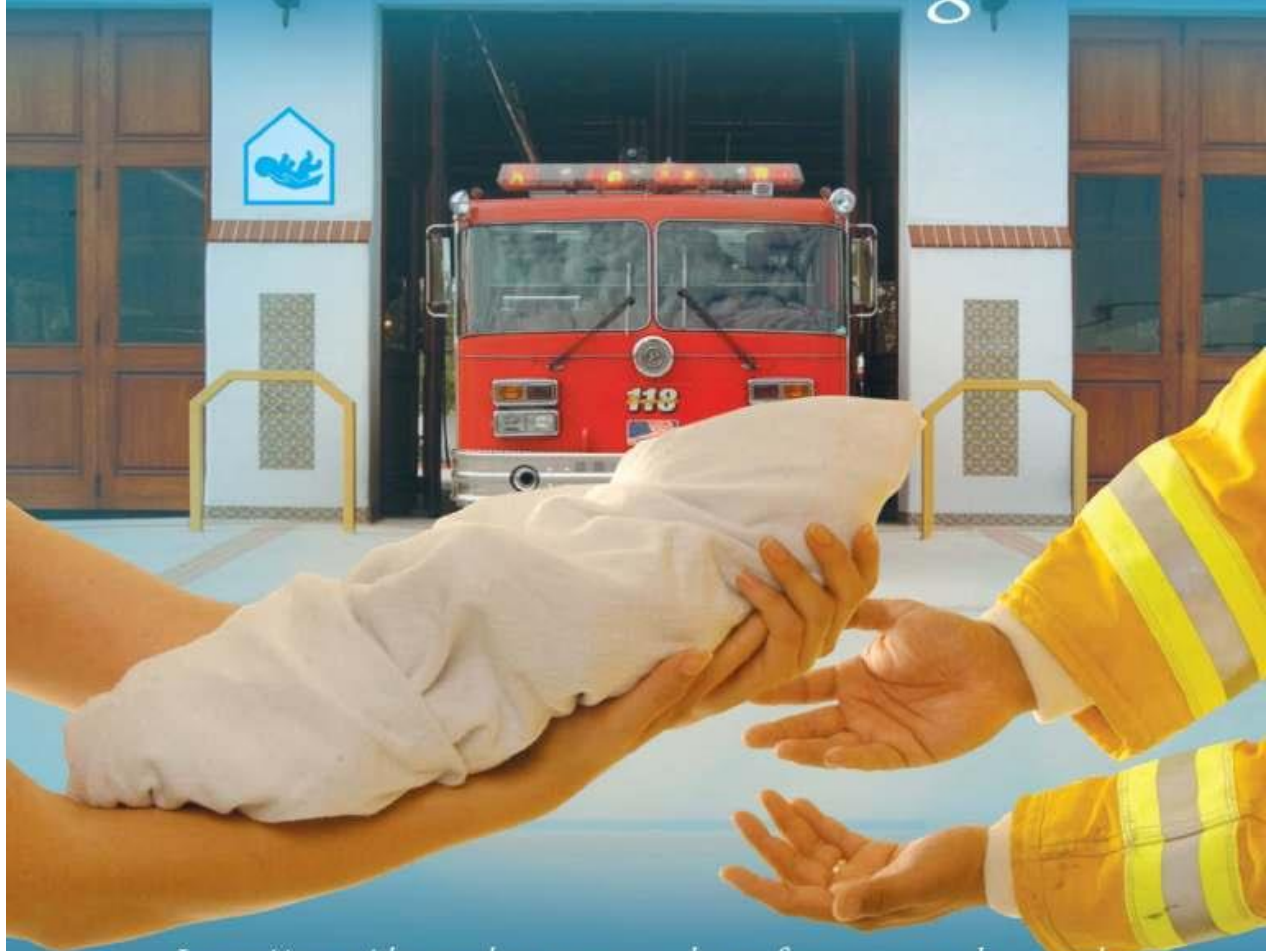
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

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

www.babysafela.org

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	2/19/2020	
BOARD MEETING	3/10/2020	
SUPERVISORIAL DISTRICT AFFECTED	SD2	
DEPARTMENT	Natural History Museum	
SUBJECT	THE NHM COMMONS RENOVATION BUILDING PROJECT	
PROGRAM		
SOLE SOURCE CONTRACT	☐ Yes X ☒ No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$60,000,000	Funding source: NCC, Grants, private contributions
	TERMS (if applicable):	
	Explanation: \$9.0 million State Budget allocation, \$15.5 million funding commitments, \$5.5 million in private funding sources, foundations and other donors; and \$30.0 million in County contribution	
PURPOSE OF REQUEST	Recommend the Board to find Natural History Museum (NHM) Commons Renovation Building Project exempt from the California Environmental Quality Act, authorize funding agreement with the Los Angeles County Museum of Natural History Foundation and approve the proposed implementation of the NHM Commons Project located at Exposition Park.	
BACKGROUND (include internal/external issues that may exist)	N/A	
DEPARTMENTAL AND OTHER CONTACTS	NHM – Dawn McDivitt (213) 763-3303, dmcdivitt@nhm.org CEO – Alisa Chepeian (213) 974-4266, achepeian@ceo.lacounty.gov	

March 10, 2020

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:

**MUSEUM OF NATURAL HISTORY
AUTHORIZE FUNDING AGREEMENT WITH THE NATURAL HISTORY MUSEUM
FOUNDATION AND APPROVE RELATED ACTIONS FOR IMPLEMENTATION OF
THE NHM COMMONS RENOVATION BUILDING PROJECT
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of the recommendations will find the proposed Natural History Museums of Los Angeles County's (NHMLAC) – Natural History Museum (NHM) Commons Renovation Building Project (NHM Commons Project or Project) exempt from the California Environmental Quality Act (CEQA) and approve a funding agreement with the Los Angeles County Museum of Natural History Foundation (Museum Foundation) for implementation of the NHM Commons Project located at Exposition Park.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed NHM Commons Renovation Building Project exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the Project.
2. Determine that in accordance with Section 26227 of the Government Code, the proposed actions will serve public purposes by funding programs necessary to meet the social needs of the population of the County.
3. Approve the project and authorize the Chief Executive Officer or her designee to execute a funding agreement with the Los Angeles County Museum of Natural History Museum Foundation in the amount of \$15.0 million and take any other actions necessary and appropriate to implement the NHM Commons Project.
4. Authorize the Los Angeles County Museum of Natural History Foundation to proceed with implementation of the NHM Commons Renovation Building Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed NHM Commons Project will find it exempt from CEQA and will allow for the replacement and construction of a new, immersive theater for science, education, and community programs, including films, NHM Dinosaur Encounters puppet performances, lectures, satellite-transmitted scientific expeditions from around the world, and a variety of community gatherings; and a glass façade on the museum's southwest end, showcasing specimens from NHMLAC's collections, dynamic media, and vibrant dimensional imagery of museum content; and the renovation of existing museum space for a new welcome center and casual "front porch" areas along the museum's southwest exterior perimeter, improvement of existing galleries, and the creation of a new gallery focusing on NHMLAC's collections and the intersection of nature and culture.

Background

NHMLAC, including some of the most important natural history museums in the world, is the steward of over 35 million artifacts and objects, creating new knowledge through research about our natural and cultural worlds, including the biodiversity of Los Angeles. NHMLAC is the only County of Los Angeles (County) Department focused on science education, and as such, is educating millions of Angelenos of all generations with a special emphasis on children.

The County is a critical partner through its continued support of museum operations and facilities, and through our partnerships with County departments, extending our reach to diverse communities with onsite and offsite programs. As the first publicly accessible museum in Los Angeles (opening in 1913), and thus the historic anchor of Exposition Park, NHM has undergone extensive renovations improving 60 percent of public space from the east side to the north, which has resulted in the doubling of our attendance since 2008.

As the revitalization of Los Angeles continues south from downtown to Exposition Park, and with the future opening of the Lucas Museum of Narrative Art, now is the time to extend our plan from the east to the west, renovating the western end of our 1929 building.

NHMLAC continues its commitment to engage the public by bringing nature, culture, and history to life, and to share intriguing scientific discoveries from the past as well as the present-day, exploring the diversity of the natural environment of Los Angeles. Through exhibitions such as *Becoming Los Angeles*, the Nature Lab, and Nature Gardens, and robust urban nature and community science programs, NHMLAC invites the broadest possible audience to explore how culture and the natural environment in this region shaped each other over time and offer insights for the future.

NHMLAC adopted three strategic goals through its yearlong strategic planning process completed in FY 2017-18: expand our role as museums of, for and with L.A.; create a new interdisciplinary model for understanding and connecting to urban nature; and strengthen and activate research and collections to create and communicate new knowledge about our worlds.

Proposed Project

The proposed NHM Commons Project will provide expanded programming in 75,000-square-feet of replaced and renovated building spaces that will deliver on our vision to inspire wonder, discovery and responsibility for our natural and cultural worlds with new vibrancy and transparency. The proposed 53,000-square-feet of renovation and 22,000-square-feet of new construction will occur in tandem, while the vast majority of NHM remains open to visitors.

The proposed NHM Commons Project will demolish the existing Jean Delacour Auditorium on the southwest corner of the 1929's building. The proposed NHM Commons Project would also demolish the exterior landscaping and access features and a plinth located at ground level in front of the southern entrance. Demolition activities would involve the removal of interior features including support columns, walls, ceilings, floors, partitions, windows, and doors in order to renovate portions of the current west portion of the museum building.

Detailed description of new construction and renovation activities by floor, following completion of demolition activities, includes new construction of a new 9,600-square-feet basement for cyro-collection, exhibition and operation storage spaces, café support and building infrastructure spaces.

The ground floor renovation and new construction of approximately 30,800-square-feet includes a replacement theater, new additional entrance lobby and café to welcome visitors. The new theater will be constructed for science education and community programs, satellite-transmitted scientific expeditions from around the world, NHM Dinosaur Encounters puppet performances, lectures, films, and a variety of community gatherings and special events; a glass facade on the museum's southwest end, will showcase specimens from NHM's collections, dynamic media, and vibrant dimensional imagery of museum content. The proposed lobby and café will further community engagement with casual "front porch" areas along the museum's southwest perimeter.

The first floor approximately 19,900-square-feet renovation of existing museum spaces will return the historic south entrance to its original configuration and create a connector to a new welcome center and a theater lobby space. The new welcome center, an area free to the public, will feature two prominent works from our collection representing nature and culture: the Barbara Carrasco mural, *Sin Censura*, L.A. History a Mexican Perspective, and Gnatie, a green fossilized 70 foot-long sauropod dinosaur excavated and prepared by our scientists. In addition, the welcome center will include ticketing stations, displays of artifacts and collections,

and staff and volunteers to assist a visitor in planning their journey through the museum spaces, and other related visitor experiences and amenities. The proposed theater lobby space will allow ingress and egress into the new theater but also space for waiting guests to further explore museum collection content.

The approximately 14,700-square-foot second floor renovation re-envisioned an existing collections hall, closed to the public for 2 decades, focusing on the NHM's collections currently located in four off-site warehouses and not accessible to the public and other related building circulation areas.

The last capital improvement project in the amount of \$151.0 million improved 60 percent of the public space with the County contributing \$35.0 million. Furthermore, both NHMLAC and the County have addressed infrastructure and deferred maintenance issues with a building that is, in part, over 100 years old.

In 2018, NHMLAC and its Trustees began meeting with potential private and public donors to discuss funding participation and opportunities for the NHM Commons Project. The most consistent and overwhelming response was great enthusiasm for the NHM Commons Project and the greatest opportunity for the County as the historic anchor of Exposition Park. The clear demonstration of the County's support for the NHM Commons Project continues to serve as a critical catalyst for additional significant foundation and private contributions.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The County Strategic Plan directs the provisions of Strategy II.2, Expand Access to Recreational and Cultural Opportunities, and Promote Active and Healthy Lifestyles. The recommended actions will allow NHMLAC to maintain and increase accessibility to the quality and diversity of programs and exhibit spaces inside and outside the museum for the broadest possible audience.

FISCAL IMPACT/FINANCING

Proposed Project

The total NHM Commons Project cost, including consultant services, construction, change order contingency is currently estimated at \$60.0 million. Twenty-five percent of the previously incurred design and construction costs were able to be reused with the right sizing of the project.

The estimated \$60.0 million project cost is funded equally by the Foundation and the County. Any expenditures exceeding the \$60.0 million estimated NHM Commons Project cost will be paid by the Foundation from available sources.

The Foundation fundraising of \$30.0 million includes \$9.0 million State Budget allocation, \$15.5 million funding commitments, and \$5.5 million (9%) in private funding sources, foundations and other donor commitments anticipated by June 2020. In addition, NHMLAC has adequate and available assets, including any required bridge financing, to fulfill any fundraising shortfall to reach its commitment of \$30.0 million.

The County cash contribution includes \$15.0 million approved in the FY 2019-20 Supplemental Budget Resolution and \$15.0 million is requested for FY 2020-21 Proposed Budget and awaiting County's review and approval. Upon approval of appropriate recommendations, action will be taken to transfer the funds to the Museum Foundation.

Upon approval of appropriate recommendations, funding agreements will be executed in the total amount of \$30.0 million with the Museum Foundation. The first funding agreement in the amount of \$15.0 million will be executed in FY 2019-20 and the second funding agreement in the amount of \$15.0 million anticipated to be executed in the future fiscal years.

It is anticipated that the construction of the proposed project will begin in July 2020 and substantially completed in June 2022.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 26227, the County of Los Angeles Board of Supervisors may expend money from the general fund for projects and/or programs which the Board of Supervisors determines necessary to meet the social needs of the population of the County, and the County may contract with other entities for those projects and/or programs which will serve public purposes. The purpose of the proposed NHM Commons Project, as described, is to contribute funding to serve the social needs of the County in the area of education, particularly education about the natural world.

The Museum Foundation, through its 1994 Agreement between the County and the Museum Foundation, operates and maintains Natural History Museum in Exposition Park, La Brea Tar Pits and Page Museum in Hancock Park, and the William S. Hart Museum in Newhall (collectively the Museums).

The Museum Foundation is a 501c (3) not for profit entity, which supports the Museums and is authorized to carry out a number of duties and responsibilities, including construction of various additions and improvements to the Museums buildings and galleries. It is proposed that the Museum Foundation have the responsibility for contracting for and managing the proposed NHM Commons Project.

Upon substantial completion of the replacement and renovation, the proposed NHM Commons Project will become an asset of the County. Implementation of the proposed NHM Commons Project will be completed in compliance with the Americans with Disability Act (ADA) and Building Codes.

The proposed NHM Commons Project is located within the County's long-term ground lease footprint between the County and the State in Exposition Park. The recommendation for the funding and improvements to the County's Natural History Museum are consistent with the agreement between the Museum Foundation and the County.

ENVIRONMENTAL DOCUMENTATION

The proposed NHM Commons Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed NHM Commons Project, to replace and/or renovate 53,000-square-feet of current building spaces, including the demolition of the existing Jean Delacour Auditorium with a new replacement theater for science education and community programs, satellite-transmitted scientific expeditions from around the world, NHM Dinosaur Encounters puppet performances, lectures, films, and a variety of community gatherings and a glass facade on the museum's southwest end, showcasing specimens from NHM's collections, dynamic media, and vibrant dimensional imagery of museum content; a new welcome center and casual "front porch" areas along the museum's southwest perimeter; improvements to existing galleries and creation of new galleries focusing on NHM's collections currently located in four off-site warehouses and not accessible to the public. In addition, the Project would include construction of 22,000-square-feet that will focus on visitor amenities of a cafe, on-site collection storage, and other building circulation. The NHM Commons Project is therefore within a certain class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15332 of the State CEQA Guidelines with which applies to in-fill developments that meet the following criteria:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as the applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site no more than five acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

In addition, based on the records of the proposed NHM Commons Project, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts or unusual circumstances, damage to scenic highways, listing on hazardous waste lists complied pursuant to Government Code Section 65962.5 or indications that the NHM Commons

Project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The Museum Foundation entered into an agreement with SWCA Environmental Consultants (SWCA) to prepare environmental documentation for NHM Commons Project. SWCA confirmed that the proposed NHM Commons Project will not impact the 1913 Natural History Museum building and the proposed renovations to portions of the 1929 Natural History Museum building will return portions of the historic building materials back to public view that currently are not accessible.

Further, SWCA Environmental Consultants completed an Architectural Evaluation of Exotic Mammal Hall (Unit II Addition) and Jean Delacour and Addendum Architectural Evaluation for the South Entrance Renovations to the Natural History Museum of Los Angeles County, 900 West Exposition Boulevard, Los Angeles, Los Angeles County, California. The Architectural Resource Assessment concluded that neither the Exotic Mammal Hall nor the Jean Delacour Auditorium Building meet the California Register of Historic Resources eligibility significance criteria and that the proposed NHM Commons Project would not result in significant impacts to these buildings nor to the nearby structures listed on the National Register of Historic Places.

Upon the board's approval of the recommended actions, NHMLAC will file a Notice of Exemption with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During construction of the NHM Commons Project, NHMLAC historic facilities, including the 1913, 1925 and 1929 buildings, butterfly pavilion, nature gardens and car park will remain open. In addition, NHMLAC will continue to organize and engage touring exhibitions, education programs for children, families, students and adults at the museum site and throughout the County.

CONTRACTING PROCESS

NHMLAC has discussed the proposed NHM Commons Project with a few general contractors, including the general contractor who was hired to implement the extensive renovations improving 60 percent of public space from the east side to the north. As part of the decision process, NHMLAC reviewed the most cost effective and construction efficient implementation method, through the Museum Foundation, engaging with a general contractor who is knowledgeable about an historic building facility, the incredibly complicated infrastructure and remaining open during the construction of the NHM Commons Project.

The Los Angeles County Museum of Natural History Foundation will manage and deliver the proposed NHM Commons Project within its existing construction policies and procedures.

CONCLUSION

It is recommended that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order, and the adopted and stamped Board letter to NHMLAC for further processing.

Respectfully submitted,

Dr. Lori Bettison-Varga
President and Director

LBV:DKM:mg

Attachment

c: Executive Office, Board of Supervisors
 Chief Executive Officer
 County Counsel
 Auditor-Controller
 President, Natural History Museum Foundation
 President, Board of Governors

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	2/19/2020	
BOARD MEETING		
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Treasurer and Tax Collector (TTC)	
SUBJECT	Public Finance Diversity and Inclusion Initiative Report Back to the August 13, 2019 Board Motion Agenda Item No. 27	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Report back to the Board in 180 days (February 13, 2020). TTC will request a 30-day extension for the purpose of presenting the draft report to the Operations Cluster prior to filing for the Board's agenda.	
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	The Board directed the TTC in consultation with the Department of Consumer and Business Affairs (DCBA), County Counsel, the Internal Services Department (ISD) and other relevant County departments to report back in 180 days with an analysis, evaluation and recommendations regarding developing a Public Finance Diversity and Inclusion Initiative.	
BACKGROUND (include internal/external issues that may exist)		
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: - Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov - Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov	



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors
HILDA L. SOLIS
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MARK RIDLEY-THOMAS
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SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

TBD

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

FROM: Keith Knox
Treasurer and Tax Collector

SUBJECT: **PUBLIC FINANCE DIVERSITY AND INCLUSION INITIATIVE
(ITEM NO. 27, AGENDA OF AUGUST 13, 2019)**

On August 13, 2019, your Board instructed the Treasurer and Tax Collector (TTC) in consultation with the Department of Consumer and Business Affairs (DCBA), County Counsel, the Internal Services Department (ISD) and other relevant County departments to report back in 180 days with the following:

- a) An analysis, evaluation and recommendations regarding developing a Public Finance Diversity and Inclusion Initiative (Initiative) focused on external financial partners, which includes legal counsel, municipal advisors, bond underwriters, bond trustee and title insurance companies (Financial Partners), and emphasize, to the fullest extent possible, the inclusion and utilization of firms that have evidence of hiring and promoting women, LGBTQ (Lesbian, Gay, Bisexual, Transgender and Queer/Questioning) individuals, disabled, veterans and ethnic minorities, or those that are owned by these groups;
- b) Recommendations on implementing ongoing, project-specific outreach and targeted vendor engagement, to educate the public finance vendor community on contracting with the County, to discuss specific upcoming or anticipated public financing opportunities and to help vendors navigate the County's contracting process;
- c) Recommendations on developing a diverse vendor database, to maintain an ongoing record of diverse securities industry individuals and firms that are interested in future public finance opportunities;

- d) Recommendations on structuring solicitations and contracts in a manner that will reduce barriers to participation for diverse or emerging firms, which may include (i) subcontracting requirements or incentives or (ii) open-ended solicitations and “master agreements” that allow qualified vendors to propose or qualify at any time;
- e) An assessment of possible outreach and partnership opportunities with professional organizations in public finance, both locally and nationally, that are focused on women, LGBTQ individuals, minorities and other disadvantaged groups;
- f) Findings from outreach to other local public agencies who may be further along in achieving diversity among the firms and individuals providing public finance services to identify best practices for diversity and inclusion; and
- g) A recommendation on developing a region-wide Public Finance Diversity and Inclusion Initiative, focused on creating a regional approach to increasing representation by diverse firms and diverse individuals in public financings. Other local public agencies might include the Los Angeles County Metropolitan Transportation Authority (Metro), the City of Los Angeles, the Los Angeles Unified School District, the Los Angeles Community College District and other similar entities.

The Board further instructed the Directors of DCBA and ISD to clarify, in their next update to Board Policy 5.130 “Contracting With Community Business Enterprise Firms,” that the policy is inclusive of firms owned by LGBTQ individuals and to ensure that the County’s formal contractor outreach programs are inclusive of LGBTQ populations. This report does not address the update of Board Policy 5.130.

The TTC reviewed its existing Financial Partners and the current selection processes. We also held a series of meetings with other agencies on any current activities furthering diversity, as well as meetings with ISD and DCBA to understand the approach of other County Departments. That analysis and evaluation led to the development of the positive steps outlined below to broaden the level of diversity and inclusion in our public finance activities.

A. Analysis and Evaluation

Financial Partners Reflect Diversity

The County’s Financial Partners understand and are sensitive to the County’s interest in diversity and inclusion and provide professional teams reflecting a high degree of gender and ethnic diversity.

It is important to note that all 12 firms included in the existing Underwriting Pool's senior and co-senior categories have public policies that acknowledge, incorporate and promote diversity and inclusion in their workforce and community.

Consideration of Proposition 209 in Our Analysis

Under Proposition 209, the California Constitution prohibits the County from granting preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment or public contracting. A direct preference or quota for firms owned by ethnic minorities or LGBTQ individuals would be a violation. The impact of Proposition 209 on government has been to adjust the procurement focus to allowable categories, such as disabled veterans or on local or small businesses, or social enterprises.

Current TTC Practice

It is essential that the County engage Financial Partners with specialized knowledge and experience to assure the County, and its investors, that the structure, tax attributes and disclosures pertaining to municipal financings are appropriate and accurate. Law firms, municipal advisors, trustee and title insurance providers must be "nationally recognized" by being listed in The Bond Buyer's Municipal Market Place Directory – known as the "Red Book." Additionally, the size of County financings, typically over \$250 million, requires underwriters to have very high capitalization (which could be in the tens of millions of dollars), to provide for a stable and orderly offering of our bonds in times of market volatility. However, not every participant in our underwritings needs a significant level of capitalization. Currently, the TTC's Underwriting Pool consists of 36 firms, including a subset of 10 Emerging Firms that have lower levels of capitalization than the senior, co-senior and co-manager categories. Most of the Emerging Firms are majority owned by women, ethnic minorities and/or disabled veterans. The TTC currently adds diversity to its financings through the use of Emerging Firms.

Research Conducted with Other Agencies

To learn about the approaches our peer public agencies take to promote diversity and inclusion in their debt issuance process, we did the following:

- a. Conducted conference calls and meetings with comparable municipalities, including, the Port of Long Beach, Port of Los Angeles, City of Long Beach, City of Los Angeles and the Los Angeles Unified School District.
- b. Met with DCBA and ISD to learn more about current County procurement practices aimed at reducing barriers to County contracting.

These local public agencies confirmed that they do not undertake formal outreach efforts to increase the participation of minority and women-owned firms in their debt issuance process. However, a regional approach was viewed positively.

DCBA and ISD hold quarterly events and advertise solicitations in community newspapers as part of their outreach efforts using a variety of service providers through the One LA program. In addition, they have worked with vendor associations to expand outreach to diverse vendors. We identified that similar associations exist in the public finance arena: 1) Women in Public Finance; 2) Asian Americans in Public Finance; 3) Latinos in Public Finance; 4) African Americans in Public Finance; and 5) CA MuniPride (a new LGBTQ group).

Barriers to Entry for New Firms

The public finance industry has some barriers to entry of new diverse firms, involving: 1) subject matter expertise; 2) compliance requirements; 3) capitalization; and 4) cultural differences. Extensive knowledge and experience are minimum requirements. Each area in public finance is regulated and requires time and expense for compliance activities. The TTC's standards for sufficient insurance and capital are both appropriate and comparable to other similar governments and are not a primary barrier to new firms.

While the TTC alone does not provide enough business to support a new firm, a region-wide effort might be more effective. Also, the TTC recognizes that for smaller firms, cultural barriers may exist that make the County solicitation process daunting. The impact of barriers to entry are offset at least partly by the TTC's ability to join highly capitalized underwriters with smaller Emerging Firms.

B. Project-Specific Outreach and Targeted Vendor Engagement

To promote diversity and inclusion among our Financial Partners, the TTC proposes the following recommendations to identify and engage diverse and emerging firms for specific assignments and projects.

1. The TTC will collaborate with ISD and DCBA to identify relevant associations to market and outreach for future public finance solicitations.
2. The TTC will publish announcements of future public finance solicitations in industry publications with a wide reach, such as, The Bond Buyer.
3. The TTC will provide announcements of its solicitations to industry groups, such as Women in Public Finance, Asian Americans in Public Finance, African Americans in Public Finance, Latinos in Public Finance and CA MuniPride.
4. For underwriter services, the TTC recognizes the significant efforts of the senior and co-senior firms to promote diversity and inclusivity and will continue to support them through our assignments.

5. The TTC will continue to emphasize the inclusion of one or more Emerging Firms in our underwriting syndicates with potentially increased percentage of participation, as appropriate.

C. Vendor Database

The TTC currently obtains information on ownership, and gender and ethnic diversity of firms during the solicitation process that is derived from the information provided on the Community Business Enterprise (CBE) form. However, as noted in the Board's August 13, 2019, motion, that demographic information has not been compiled to determine overall gender and racial composition of our Financial Partners. As a result, the TTC will take the following actions:

1. The TTC has already modified the CBE form to allow firms to voluntarily disclose information relevant to the LGBTQ characteristics of the firm's ownership and professional staff and used that form for the annual Underwriting Pool update. Legally, LGBTQ statistics can only be requested on a voluntary basis. Our most recent statistics show that a vast majority of the firms demonstrated manager and staff diversity in gender and ethnicity; however, only 2 (0.06%) of 36 firms voluntarily provided LGBTQ statistics for their workforce during our most recent solicitation. These 2 firms identified 1% of their firm as LGBTQ and the remaining 34 firms did not respond. We expect that more firms will report this data in the future, but we recognize the privacy issues involved.
2. The TTC will aggregate data from the CBE form. The TTC will maintain statistics in a vendor database to monitor progress.

D. Reducing Barriers to Participation

In an effort to reduce the barriers of participation previously described, the TTC will take the following actions:

1. The TTC will examine the implementation of Local Small Business Enterprise (LSBE) and Disabled Veterans Business Enterprise (DVBE) preferences in its review and selection for Financial Partners. This may include the use of California Department of General Services certifications and encouragement of appropriate subcontracting relationships with LSBE and DVBE in advisory relationships.
2. The TTC will modify the annual due diligence review for the Underwriting Pool to accept proposals from firms not originally qualified at the beginning of the five-year period. When County Counsel reconstitutes the pool of qualified bond counsel firms, the responding firms will be asked to complete the revised CBE form that the TTC developed in consultation with County Counsel to send to the County's Financial

Partners. In order to consider a larger pool of firms, the solicitation will be modified such that qualified firms can submit a proposal to qualify periodically.

E. Outreach and Partnership Opportunities with Professional Organizations

TTC staff members participate in professional organizations that promote diversity and inclusion. For example, among our staff is a member of the Board of the Los Angeles chapter of Women in Public Finance.

1. The TTC will expand our support for these organizations by encouraging the participation of our staff members and management.
2. The TTC will also look to participate in appropriate sponsorship opportunities.

F. Local Public Agency Practices

Other local governments have not established a formal public finance and diversity initiative. The primary activity to encourage diversity is the use of LSBE and/or DVBE preferences. Any broader programs were discontinued after the adoption of Proposition 209. No best practices were identified for the TTC to adopt.

G. Region-wide Diversity and Inclusion Initiative

Local governments had positive responses to the idea of a region-wide initiative. Our neighboring agencies have significant financing needs and, like the TTC, are served by diverse professional teams. Speaking in one voice with a consistent message would prove valuable.

1. The TTC will organize a roundtable of the public finance managers and develop a range of collective actions both efficient and effective in furthering diversity and inclusion.

That message accomplishes two goals. First, we express our interest in seeing more diverse ownership over time, reflecting the communities we serve. Second, we create incentives within our Financial Partners to recruit and promote professionals who reflect our own diversity.

CONCLUSION

The recommendations in this report are directed to express and enhance the County's goals of expanding the diversity and inclusion of our Financial Partners and of the public finance industry. The TTC looks forward to implementing the recommendations identified above and welcomes the opportunity to support the development of a more diverse professional community.