



**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

**INVITATION FOR BIDS (IFB)
FOR
HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

JULY 2016

**Prepared By
County of Los Angeles**

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

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HP TANDEM HARDWARE MAINTENANCE SERVICES**

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1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles (County) on behalf of the Los Angeles County's Sheriff's Department (Department) is issuing this Invitation for Bids (IFB) to solicit Bids for a contract (Contract) with an organization who can provide computer maintenance services for the Hewlett Packard (HP) Tandem NonStop computer hardware that supports the Department's Mobile Digital Communication System (MDCS).

The MDCS system is located at various locations throughout the Department and is critical to the operational and business needs of the Department. It contains all of the initial records of the Department's actions related to calls-for-service.

The general scope of work to be performed under the resultant Contract shall be as specified in Appendix B, Statement of Work, which includes, but is not limited to, providing on-call maintenance, on-site repair, and on-site exchange of HP tandem computer hardware listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments.

1.2 Overview of Solicitation Document

This Invitation for Bids (IFB) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on how to prepare and submit their Bids.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
 - **A - REQUIRED CONTRACT:** Lists the terms and conditions in the Contract.
 - **B - STATEMENT OF WORK:** Explains in detail the statement of work to be performed in the Required Contract.
 - **C - STATEMENT OF WORK ATTACHMENTS:** Attachments that accompany the Statement of Work.

- **D - REQUIRED FORMS:** Forms contained in this section must be completed and included in the Bid.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Sheriff requesting a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - JURY SERVICE ORDINANCE:** County Program.
- **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income credit.
- **J - SAFELY SURRENDERED BABY LAW:** County program.
- **K - DEFAULTED PROPERTY TAX PROGRAM:** County program.

1.3 Required Contract: County Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of certain specific definitions can be found in Paragraph 2, Definitions, of Appendix A, Required Contract.

1.4 Bidder's Minimum Mandatory Requirements

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this IFB are invited to submit Bids, provided they meet the following requirements.

1.4.1 Bidder must have a minimum of one-year experience, within the last three (3) years, maintaining and repairing HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment or similar to the equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments (Bidder must complete and submit, with their Bid, Exhibit 2, Corporate Experience Form, of Appendix D, Required Forms, and provide references to verify this requirement).

1.4.2 Bidder must have a contract Project Manager with one (1) year of experience, within the last three (3) years, managing the maintenance

and repair of HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment or similar to the equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments (Bidder must provide resume of contract Project Manager to verify this requirement).

- 1.4.3 Bidder must have qualified maintenance technicians with a minimum of one-year experience, within the last three (3) years, maintaining and repairing HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment or similar to the equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments (Bidder must complete and submit, with their Bid, Exhibit 6A, Maintenance Staff Experience Form, and Exhibit 6B, Maintenance Staff Resumes, of Appendix D, Required Forms).
- 1.4.4 Bidder must be able to obtain computer parts within one day under normal conditions and within two (2) hours for emergency repairs for HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments (Bidder must provide a signed written acknowledgement agreeing to comply with this requirement).

Bidders that do not meet all of the Minimum Mandatory Requirements will be disqualified and will not be considered for this IFB.

1.5 County Rights and Responsibilities

The County has the right to amend the IFB by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this IFB. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Anticipated Contract Term

The term of the resultant Contract is anticipated to be three (3) years from the Contract effective date ("Initial Term"), with County's sole option to extend the term of the Contract for up to two (2) additional years and one (1) six-month term ("Extended Term"), one (1) year or one (1) month at a time, subject to, among others, County's right to terminate earlier for convenience, non-

appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor, improper consideration given/offered to County with respect to the award of the Contract, breach of warranty to maintain compliance and County's Child Support Compliance Program and any other County rights to terminate the Contract, notwithstanding the maximum term of the Contract. The Contract is anticipated to go into effect following its award by the County's Board of Supervisors.

1.7 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract, unless modified by an authorized amendment to the Contract approved by the Board of Supervisors or by delegated authority of the Board.

1.8 Days of Operation

Unless otherwise authorized by County in accordance with the terms of the resultant Contract, Contractor shall be required to provide all Work under the resultant Contract during the Maintenance Service schedule as specified in Paragraph 4.0, Response Times, of Appendix B, Statement of Work.

1.9 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed to County's point of contact identified below (Contract Analyst).

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Attention: Suon Sieberg
211 West Temple Street, 6th Floor,
Los Angeles, CA 90012
Fax #: (323) 415-2747
e-mail address: ssieber@lasd.org

If it is discovered that Bidder contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their Bid from further consideration. The resultant Contract shall only be awarded to the Bidder whose Bid has been selected for contract negotiations in accordance with the terms of this IFB.

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Bid and the terms of any resultant agreement, and to determine which Bid best serves the interests of the County. The Board is

the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.12 County Option to Reject Bids or Cancel the IFB

Bidders are hereby advised that this IFB is an informal solicitation for bidders only and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule or regulation. The County may, at its sole discretion, reject any or all bids submitted in response to this IFB or may, in its sole discretion, reject all bids and cancel the IFB in its entirety. The County shall not be liable for any costs incurred by the Bidder in connection with the preparation, submission or presentation of any bid. The County reserves the right to waive inconsequential disparities in a submitted bid.

1.13 Protest Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the section below. It is the responsibility of the Bidder challenging the decision of a County department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.13.3 Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference Paragraph 2.4 in the Instructions to Bidders Section)
- Review of a Disqualified Bid (Reference Paragraph 3.3 in the Bid Review and Selection Section)
- Review of Department's Proposed Contractor Selection (Reference Paragraph 3.5 in the Bid Review and Selection Section)

1.14 Notice to Bidders Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's Bid will become a matter of public record when (1) contract negotiations are complete; (2) the Department receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) the Department releases a copy of the recommended Bidder's Bid in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all Bids will become a matter of public record when the Department's Bidder recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all Bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Bid as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective Bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Bid marked

“confidential,” “trade secrets,” or “proprietary,” Bidder agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys’ fees, incurred in connection with any action, proceedings or liability arising in connection with the Public Records Act request.

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Paragraph 30 of Appendix A, Required Contract. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraphs 31.1 and 31.4 of Appendix A, Required Contract.

1.16 SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Bidders may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.17 Injury and Illness Prevention Program (IIPP)

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

1.18 Background and Security Investigations

Background and security investigations of Contractor’s staff may be required at the discretion of the County as a condition of beginning and continuing work under any resultant Contract, with the Bidder paying for the cost of background checks. Bidder shall comply with all provisions of Paragraph 7.5 (Background and Security Investigations) of Appendix A, Required Contract.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Paragraph 41 and the Independent Contractor Status provision contained in Paragraph 29 in Appendix A, Required Contract.

1.20 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 7, Certification of No Conflict of Interest, of Appendix D, Required Forms.

1.21 Determination of Bidder Responsibility

- 1.21.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Bidders.
- 1.21.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- 1.21.3 The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder'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 omission 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.
- 1.21.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 1.21.5 If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.22 Bidder Debarment

- 1.22.1 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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.
- 1.22.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Sheriff shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to

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

- 1.22.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder 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 Bidder 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.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder 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.
- 1.22.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.8 These terms shall also apply to proposed subcontractors of Bidders on County contracts.
- 1.22.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 Bidder's Adherence to County Child Support Compliance Program

Bidders shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

1.24.2 Bidder Notification to County

A Bidder shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

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

1.25 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist

and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Exhibit 8, Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D, Required Forms, as part of their Bid.

1.26 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 the Internal Revenue Service Notice No. 1015. Reference Appendix I.

1.27 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Bidders shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the Exhibit 11, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D, Required Forms, along with their Bid.

1.28 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur

consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Bond Paper

Bidder shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 46, of Appendix A, Required Contract.

1.30 Safely Surrendered Baby Law

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

1.31 County Policy on Doing Business with Small Business

1.31.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.31.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.33 of this Section.

1.31.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.32, Jury Service Program, of this IFB.

1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.32 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of Paragraph 14, of Appendix A, Required Contract, both of

which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.32.1 The Jury Service Program requires Contractors and their subcontractors to 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.
- 1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.32.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 12, Contractor Employee Jury Service Program Certification Form and Application for

Exception, of Appendix D, Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.33 Local Small Business Enterprise Preference Program

- 1.33.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.33.2 To apply for certification as a Local SBE, businesses may register at the Department of Consumer and Business Affairs web-site at: <http://osb.lacounty.gov>
- 1.33.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to Exhibit 9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, of Appendix D, Required Forms, with their Bid. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.33.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.34 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Exhibit 1, Bidder's Organization Questionnaire/Affidavit, of Appendix D, Required Forms. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

1.36 Transitional Job Opportunities Preference Program

- 1.36.1 In reviewing Bids, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their Bid response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 1.36.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.36.3 To request the Transitional Job Opportunities Preference, Bidder must complete Exhibit 15, Transitional Job Opportunities Preference Application, in Appendix D, Required Forms and submit it along with all supporting documentation with their Bid.

1.37 Intentionally Omitted

1.38 Intentionally Omitted

1.39 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix K, and the pertinent provisions of the Required Contract, Appendix A, Paragraphs 21 and 49, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 16, Certificate of Compliance with the County's Defaulted Property Tax Reduction Program, in Appendix D, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.40 Disabled Veteran Business Enterprise Preference Program

1.40.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as:

- 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or
- 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

1.40.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

1.40.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.

- 1.40.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 1.40.5 To request the Disabled Veteran Business Enterprise Preference, Bidder must complete and submit Exhibit 17, Request for Disabled Veteran Business Enterprise Preference Program Consideration form, of Appendix D, Required Forms, with supporting documentation with their Bid.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

1.41 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 Section 14000.

2.0 INSTRUCTIONS TO BIDDERS

This Section contains key project dates and activities as well as instructions to Bidders on how to prepare and submit their Bid.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid shall be sufficient cause for rejection of the Bid. The evaluation and determination in this area shall be at the Sheriff's sole judgment and shall be final.

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB.....7/22/16
- Request for a Solicitation Requirements Review Due..... 8/5/16
- Written Questions Due 8/4/16
- Questions and Answers Released..... 8/11/16
- **Bid due by 3:00 p.m. (Pacific Time)..... 8/24/16**

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Bid.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Bid due date. Any request for a Solicitation Requirement Review should be submitted to the Contract Analyst identified in Paragraph 1.9, Contact with County Personnel, above.

The completed Solicitation Requirement Review form may be mailed, e-mailed or faxed to the Contract Analyst identified in Paragraph 1.9, Contact with County Personnel, of this IFB.

2.5 Bidders' Questions

Bidders may submit written questions regarding this IFB by mail, e-mail, or fax to the Contract Analyst identified in Paragraph 1.9, Contact with County Personnel. All questions must be received by the deadline specified in Paragraph 2.3, IFB Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

When submitting questions, Bidder should specify the IFB section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the County not receiving the best possible responses from Bidder. All questions should be addressed to Contract Analyst identified in Paragraph 1.9, Contact with County Personnel.

2.6 Intentionally Omitted

2.7 Preparation of the Bid

All Bids must be bound and submitted in the prescribed format. Any Bid that deviates from this format may be rejected without review at the County's sole discretion.

2.8 Bid Format

The content and sequence of the Bid must be as follows:

- Table of Contents
- Bid Forms (Section A)
- Bidder's Qualifications (Section B)
- Required Forms (Section C)

- Proof of Insurability (Section D)
- Proof of Licenses, if applicable, and Attachment 4, Maintenance Staff Shift Form, of Appendix C, Statement of Work Attachments (Section E)

2.8.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.8.2 Bid Forms (Section A)

Complete and submit the following forms:

- Equipment Maintenance Price List and Hourly Rates, Exhibit 13 of Appendix D, Required Forms
- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions, Exhibit 14, of Appendix D, Required Forms

2.8.3 Bidder's Qualifications (Section B)

Demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

A. Bidder's Background and Experience (Section B.1)

The Bidder shall complete, sign and date Exhibit 1, Bidder's Organization Questionnaire/Affidavit, as set forth in Appendix D, Required Forms. **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.**

Additionally, provide a summary of relevant background information to demonstrate that the Bidder meets the minimum requirements stated in Paragraph 1.4, Bidder's Minimum Mandatory Requirements, of this IFB and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the County requires. If the Bidder's organization does not fit into one of these categories, upon receipt of the Bid or at some later time, the County may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Bidder must submit the following documentation with the Bid:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Bidder must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Bidder's References (Section B.2)

It is the Bidder's sole responsibility to ensure that the firm's name, and point of contact's name, title, phone number, and email for each reference is accurate. The same references may be listed on both form Appendix D, Required Forms, Exhibits 3 and 4.

County may disqualify a Bidder if:

- references fail to substantiate Bidder's description of the services provided; or
- references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

The Bidder must complete and include Appendix D, Required Forms, Exhibits 3, 4 and 5.

- a. Prospective Contractor References, Exhibit 3

Bidder must provide two (2) references where the same or similar scope of services was provided.

b. Prospective Contractor List of Contracts, Exhibit 4

The listing must include all contracts with public entities within the last three (3) years. Use additional pages if necessary.

c. Prospective Contractor List of Terminated Contracts, Exhibit 5

Listing must include all contracts terminated or expired within the past three (3) years with a reason for termination.

C. Bidder's Pending Litigation and Judgments (Section B.3)

Identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Provide a statement describing the size and scope of any pending or threatened litigation against the Bidder or principals of the Bidder.

D. Financial Capability (Section B.4)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2015, 2014 and 2013) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Failure or refusal to submit complete financial statements may result in the Bid being found non-responsive and rejected without further review in the County's sole and absolute discretion.

2.8.4 Required Forms (Section C)

Include the following business forms as provided in Appendix D, Required Forms. Complete, sign and date all forms.

Exhibit 2 Corporate Experience Form

Exhibit 6A Maintenance Staff Experience Form

- Exhibit 6B Maintenance Staff Resumes
- Exhibit 7 Certification of No Conflict of Interest
- Exhibit 8 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 9 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
- Exhibit 10 Bidder's EEO Certification
- Exhibit 11 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 12 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 15 Transitional Job Opportunities Preference Application, if applicable
- Exhibit 16 Certificate of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 17 Request for Disabled Veteran Business Enterprise Preference Program Consideration, if applicable

2.8.5 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A, Required Contract, Paragraphs 31.1 and 31.4. If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier, indicating a willingness to provide the required coverage should the Bidder be awarded a Contract, may be submitted with the Bid.

2.8.6 Proof of Licenses, if applicable, and Attachment 4, Maintenance Staff Shift Form, of Appendix C, Statement of Work Attachments (Section E)

Bidder must furnish a copy of all applicable licenses, if any. Also, Bidder must complete and submit Attachment 4, Maintenance Staff Shift Form, of Appendix C, Statement of Work Attachments.

2.9 Bid Submission

Bidder shall submit the original Bid in hard copy format, three (3) numbered identical copies, and two (2) digital copies on a compact disc or a flash drive, enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Bidder and bearing the words:

**“BID FOR HP TANDEM NONSTOP COMPUTER
HARDWARE MAINTENANCE SERVICES”
IFB NO. 575SH**

The Bid and any related information shall be delivered or mailed to the Contract Analyst identified in Paragraph 1.9, Contact with County Personnel, of this IFB.

It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Bids received after the scheduled closing date and time for receipt of Bids, as listed in Paragraph 2.3, IFB Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All Bids shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit bids.

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

3.1.1 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local SBE Preference, Transitional Job Opportunities Preference, or Disabled Veterans Business Enterprise Preference, the lowest Bid price will be determined as follows:

Local SBE Preference: Eight percent (8%) of the lowest Bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference.

Disabled Veteran Business Enterprise Preference: Eight percent (8%) of the lowest Bid price submitted will be calculated and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000.

In no event shall the sum of all eligible Preferences exceed eight percent (8%) in response to any County solicitation.

3.1.2 The lowest price Bid will be reviewed to determine whether it is responsive and responsible. The steps described below will be performed until it is determined which is the lowest price, and most

responsive and responsible Bid if the sum and substance of the Bid are present. The County may elect to waive any informality in a Bid meeting the Minimum Mandatory Requirements.

3.2 Adherence to Minimum Mandatory Requirements

County will review Exhibit 1, Bidder's Organization Questionnaire/Affidavit, of Appendix D, Required Forms together with Section B of the IFB, and determine if the Bidder meets the minimum requirements outlined in Paragraph 1.4, Bidder's Minimum Mandatory Requirements, of this IFB.

Failure of the Bidder to comply with the minimum requirements will eliminate its Bid from any further consideration.

3.3 Disqualification Review

A Bid may be disqualified from consideration because a Department determined it was a non-responsive Bid at any time during the review/evaluation process. If a Department determines that a Bid was disqualified due to non-responsiveness, the Department shall notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Bidder;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be reviewed to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

3.4 Bid Review and Evaluation

3.4.1 Bidder's Qualifications (Section B)

County's review shall include the following:

- Bidder's Background and Experience as provided in Section B.1 of the Bid.
- Bidder's References as provided in Section B.2 of the Bid. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Bidder as provided in Section B.3 of the Bid.

3.4.2 Required Forms (Section C)

All applicable forms listed in Paragraph 2.8.4 must be included in **Section C** of the Bid.

3.4.3 Proof of Insurability (Section D)

A Review will be conducted of Bidder's proof of insurability provided in **Section D** of the Bid.

3.4.4 Proof of Licenses and Attachment 4, Maintenance Staff Shift Form, of Appendix C, Statement of Work Attachments (Section E)

A Review will be conducted of Bidder's the proof of licenses and Attachment 4, Maintenance Staff Shift Form, of Appendix C provided in **Section E** of the Bid.

3.4.5 Bid Price (Section A)

County will review the prices of the Bids that meet the requirements of this IFB and based on information provided in Section A of this IFB and select the lowest priced Bid for Contract award recommendation. Prices will be based on the combined total price by calculating the monthly prices provided on Exhibit 13, Equipment Maintenance Price List and Hourly Rates, to Appendix D, Required Forms.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Proposed Contractor Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in a manner and timeframe which shall be specified by the department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Bidder;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the Bid format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Bids as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical errors in evaluating Bids, resulting in the Bidder not being selected as the recommended contractor.
 - c. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Bidder would have been the lowest cost, responsive and responsible Bid or the highest-scored Bid, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Paragraph 3.5.2 below).

3.5.2 County Independent Review Process

Any Bidder not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting the County Independent Review is a Bidder;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 3.5.1 above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Sheriff's Department, which will provide a copy to the Bidder.



APPENDIX A
REQUIRED CONTRACT

CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND

FOR
HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES

JULY 2016

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[See Appendix C to IFB]
ATTACHMENT 2 – PERFORMANCE REQUIREMENTS SUMMARY CHART
[See Appendix C to IFB]
ATTACHMENT 3 – CONTRACT DISCREPANCY REPORT
[See Appendix C to IFB]
ATTACHMENT 4 – MAINTENANCE STAFF SHIFT FORM
[See Appendix C to IFB]
- EXHIBIT B Equipment Maintenance Price List and Hourly Rates [TBD]
- EXHIBIT C Contractor’s EEO Certification
- EXHIBIT D County’s Administration
- EXHIBIT E Contractor’s Administration
- EXHIBIT F Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G Jury Service Ordinance
- EXHIBIT H Safely Surrendered Baby Law
- EXHIBIT I Defaulted Property Tax Reduction Program Ordinance [See Appendix K to IFB]
- EXHIBIT J Invitation for Bids (IFB) 575SH [Incorporated by Reference]
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**CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

This Contract, including all Exhibits and Attachments, is made and entered into this ____ day of _____, 2016, by and between the County of Los Angeles (hereinafter “County”) on behalf of its Sheriff’s Department (hereinafter “Department” or “Sheriff”) and _____ (hereinafter “Contractor”), located at _____.

RECITALS

WHEREAS, County may contract with private businesses for maintenance services (hereinafter “Services” or “Maintenance Services”) relating to maintenance, including enhancements, of HP Tandem computers when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County’s Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein; and

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

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I, attached hereto, and Exhibits J and K, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the “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 goods, Service or other work, or otherwise between this Contract and the

Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Contract and then to the Exhibits and Attachments according to the following descending priority.

EXHIBIT A – Statement of Work [See Appendix B to IFB]

Attachment 1 – Equipment Listed by System and Department Site
[See Appendix C to IFB]

Attachment 2 – Performance Requirements Summary Chart
[See Appendix C to IFB]

Attachment 3 – Contractor Discrepancy Report
[See Appendix C to IFB]

Attachment 4 – Maintenance Staff Shift Form
[See Appendix C to IFB]

EXHIBIT B – Equipment Maintenance Price List and Hourly Rates [TBD]

EXHIBIT C – Contractor’s EEO Certification

EXHIBIT D – County’s Administration

EXHIBIT E – Contractor’s Administration

EXHIBIT F – Contractor Acknowledgement and Confidentiality Agreement

EXHIBIT G – Jury Service Ordinance

EXHIBIT H – Safely Surrendered Baby Law

EXHIBIT I – Defaulted Property Tax Reduction Program Ordinance [See Appendix K to IFB]

EXHIBIT J – Invitation for Bids (IFB) 575SH [Incorporated by Reference]

EXHIBIT K – Contractor’s Bid [Incorporated by Reference]

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Attachments thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

2. 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 meanings, unless otherwise apparent from the context in which they are used.

2.1 BASE CONTRACT

As used herein, the term “Base Contract” shall have the meaning specified in Paragraph 1.1 (Applicable Documents).

2.2 BUSINESS DAY

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

2.3 BUSINESS HOURS

As used herein, the term “Business Hours” shall mean 9:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding County observed holidays.

2.4 BOARD OF SUPERVISORS; BOARD

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

2.5 CONFIDENTIAL INFORMATION

As used herein, the term “Confidential Information” shall have the meaning specified in Paragraph 41.1 (Confidential Information).

2.6 CONFIDENTIALITY AGREEMENT

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

2.7 CONTRACT

As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.8 CONTRACT SUM

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.9 CONTRACTOR

As used herein, the term “Contractor” shall mean the sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

2.10 CONTRACTOR’S ADMINISTRATION

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

2.11 CONTRACTOR’S PROJECT DIRECTOR

As used herein, the term “Contractor’s Project Director” shall have the meaning specified in Paragraph 7.2 (Contractor’s Project Director).

2.12 CONTRACTOR’S PROJECT MANAGER

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.3 (Contractor’s Project Manager).

2.13 CONTRACTOR HELP DESK

As used herein, the term “Contractor Help Desk” shall mean the Contractor Support Center which will operate twenty-four (24) hours a day, seven (7) day a week and may be reached by telephone, email, web and/or system dial-out.

2.14 COUNTY

As used herein, the term “County” shall mean the County of Los Angeles, California.

2.15 COUNTY’S ADMINISTRATION

As used herein, the term “County Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

2.16 COUNTY MATERIALS

As used herein, the term “County Materials” shall have the meaning specified in Paragraph 6.1 (Proprietary Rights).

2.17 COUNTY’S PROJECT DIRECTOR

As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.2 (County’s Project Director).

2.18 COUNTY’S PROJECT MANAGER

As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager).

2.19 DAY(S)

As used herein, the term “day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.20 DEPARTMENT; SHERIFF; LASD

As used herein, the terms “Department,” “Sheriff,” and “LASD” shall mean County’s Sheriff’s Department.

2.21 DEPARTMENT SITE(S); SITE(S)

As used herein, the term “Department Site(s)” and “Site(s)” shall mean the physical premises where Department has any HP Tandem NonStop Computer Equipment and Equipment correlating system number as listed in Attachment 1 (Equipment Listed By System and Department Site) of Exhibit A (Statement of Work).

2.22 EFFECTIVE DATE

As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Contractor.

2.23 EQUIPMENT

As used herein, the term “Equipment” shall mean the total complement of individual machines and/or units of computer hardware set forth in Attachment 1 (Equipment Listed by System and Department Site) of Exhibit A (Statement of Work).

2.24 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.25 FISCAL YEAR

As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.26 HP TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES IFB; IFB

As used herein, the terms “HP Tandem NonStop Computer Hardware Maintenance Services IFB” and “IFB” shall mean the invitation for bids issued by County for the maintenance of HP Tandem NonStop computer hardware, with relations to which Contractor shall provide Services under this Contract.

2.27 INITIAL TERM

As used herein, the term “Initial Term” shall have the meaning specified in Paragraph 4.1 under Paragraph 4 (Term of Contract).

2.28 INVITATION FOR BID; IFB

As used herein, the terms “Invitation for Bid” and “IFB” shall mean and refer to the County Invitation for Bid for HP Tandem NonStop Computer Hardware Maintenance Services, as a result of which Contractor was selected to provide Services hereunder.

2.29 MAINTENANCE SERVICES; SERVICES

As used herein, the terms “Maintenance Services” and “Services” shall mean the services relating to the maintenance of HP Tandem NonStop computer hardware provided by Contractor during the term of, and pursuant to, this Contract, as described in Exhibit A (Statement of Work).

2.30 POOL DOLLARS

As used herein, the term “Pool Dollars” shall have the meaning specified in Paragraph 5.2.

2.31 PREVENTIVE MAINTENANCE; PM

As used herein, the term “Preventive Maintenance” and “PM” shall have the meaning specified in the Contract.

2.32 PRICING SCHEDULE

As used herein, the term “Pricing Schedule” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Equipment Maintenance Price List and Hourly Rates).

2.33 RESTORATION TIME CLOCK

As used herein, the term “Restoration Time Clock” shall have the meaning specified in Paragraph 5.0 (Response Procedures and Escalation Process) of Exhibit A (Statement of Work).

2.34 STATE

As used herein, the term “State” shall mean the State of California, USA.

2.35 STATEMENT OF WORK; SCOPE OF WORK; SOW

As used herein, the terms “Statement of Work”, “Scope of Work” and “SOW” shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A

(Statement of Work), including all Attachments thereto, or any applicable executed Amendment or Change Notice, or provided by Contractor to County under the terms of the Contract.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all goods, Services and other work as set forth herein, including Exhibit A (Statement of Work), any applicable executed Change Notice or Amendment.
- 3.2 If Contractor provides any 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 Contractor, and Contractor shall have no claim whatsoever against County.

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon the Effective Date and shall continue for three (3) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).
- 4.2 At the end of the Initial Term, County may, at its sole option, extend this Contract for up to two (2) additional one-year and 1 (one) six-month terms (hereinafter “Extended Term”) one (1) year or one (1) month at a time, as applicable; provided however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option shall lapse. Each such option shall be exercised at the sole discretion of the County as authorized by the Board of Supervisors.
- 4.3 Contractor shall notify County when this Contract 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 Director, with a copy to County’s Project Manager, at the address set forth in Exhibit D (County’s Administration).
- 4.4 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 County will exercise a Contract term extension option.

5. CONTRACT SUM

- 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for all goods, Services and other work provided by Contractor, inclusive of all parts, taxes and other expenses for the Initial Term and any and all Extended Terms, is and shall not exceed _____ Dollars (\$_____) during the term of the Contract, as further detailed in Exhibit B (Equipment Maintenance Price List and Hourly Rates). No out-of-pocket fees, costs or expenses shall be reimbursed by County to Contractor under the Contract. There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
- 5.2 Pool Dollars may be used to pay for maintenance cost increases to Exhibit B (Equipment Maintenance Price List and Hourly Rates) due to the addition of new Equipment or the hourly rate charges under Exhibit B (Equipment Maintenance Price List and Hourly Rates) for the maintenance of Equipment. The amount of Pool Dollars set forth in Exhibit B (Equipment Maintenance Price List and Hourly Rates) is allocated for the entire term of the Contract without limitation on annual expenditure.

- 5.3 County’s Project Director or designee may add and/or delete Equipment to this Contract as specified in Paragraph 8 (Change Notices and Amendments). Exhibit B (Equipment Maintenance Price List and Hourly Rates) of the Contract shall be revised accordingly to reflect the resultant changes in the monthly maintenance cost. In no event shall the addition of Equipment cause the aggregate price to exceed the maximum Contract Sum, as set forth in Paragraph 5.1 above.
- 5.4 Contractor shall not be entitled to payment or reimbursement for any services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit D (County’s Administration).

5.6 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

5.7 INVOICES AND PAYMENTS

- 5.7.1 Contractor shall invoice County only for providing the goods, Services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable executed Change Notice or Amendment. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor’s payments shall be as provided in Exhibit B (Equipment Maintenance Price List and Hourly Rates). Unless otherwise agreed to in an executed Change Notice or Amendment, Contractor shall be paid in arrears only for the goods, Services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.
- 5.7.2 Contractor’s invoices shall be priced in accordance with Exhibit B (Equipment Maintenance Price List and Hourly Rates) and shall contain information from any applicable executed Change Notice or Amendment describing the goods, Services, and/or other work for which payment is claimed.
- 5.7.3 Contractor shall submit all invoices to County’s Project Director, with a copy to the Division Budget Representative for the Department’s Technical and Support Division, within thirty (30) calendar days following County’s approval and acceptance of the Services invoiced at the addresses set forth in Exhibit D (County’s Administration). The invoices shall be in a form approved by County’s Project Director and shall meet the following requirements:
- (a) Invoices must contain the Contract number.
 - (b) Invoices must contain the Contractor’s name and address.

- (c) Invoices must include the billing period; beginning and ending dates.
- (d) Invoices must include the itemized total charges for Services, inclusive of all applicable sales tax, labor, and parts provided under this Contract during the billing period, for each Equipment location/Department Site.
- (e) Invoices must include the itemized charges for Services that will be paid at Hourly Rates for each Equipment location/Department Site.
- (f) Invoices must include the itemized charges for maintenance of the Equipment added by executed Change Notice or Amendment, as approved in writing by County’s Project Manager.

5.7.4 Payments for the work provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt of the invoice by all County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as provided for in the Contract, and specifically in Attachment 2 (Performance Requirements Summary Chart) to Exhibit A (Statement of Work) and/or any applicable executed Change Notice or Amendment.

5.7.5 Contractor shall be liable for payment to County within thirty (30) days of notification from County of any offset authorized by the Contract (Attachment 2, Performance Requirements Summary Chart) not previously deducted from any prior payment made by County to Contractor.

5.7.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County’s Project Manager or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6. ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY’S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter “County’s Administration”), as referenced in this Paragraph 6 below, is set forth in Exhibit D (County’s Administration). No member of County’s Administration is authorized to make any changes to any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit D (County’s Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Contract are met. County’s Project Director will have the right at all times to inspect any and all, goods, Services and other work provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County’s Project Director or designee.

6.3 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County’s Project Manager shall have full authority to supervise Contractor’s performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Contractor’s Project Manager. County’s Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to the technical, business and operational standards and requirements of this Contract.

6.4 APPROVAL OF WORK

All Services provided by Contractor under this Contract must have the written approval of County's Project Director or designee. In no event shall County be liable or responsible for any payment prior to such written approval.

7. ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR’S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter “Contractor’s Administration”), as referenced in this Paragraph 7 below, is set forth in Exhibit E (Contractor’s Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 CONTRACTOR’S PROJECT DIRECTOR

Contractor’s Project Director shall be a full-time employee of Contractor who shall be responsible for Contractor’s performance of all Services under the Contract and ensuring Contractor’s compliance with this Contract. Contractor’s Project Director shall meet or confer with Contractor’s Program Manager and County’s Project Director on a regular basis.

7.3 CONTRACTOR’S PROJECT MANAGER

Contractor’s Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor’s performance of all Services under the Contract and ensuring Contractor’s compliance with this Contract. Contractor’s Project Manager shall interface with County’s Project Manager and County’s Project Director on a regular basis and shall be available during business hours, unless otherwise specified, acceptable to County for telephone and/or electronic contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work) and any executed Change Notice or Amendment.

7.4 APPROVAL OF CONTRACTOR’S STAFF

Contractor shall provide qualified personnel to provide Services and other work under the Contract. County has the absolute right to approve or disapprove any member of Contractor’s Administration or any Contractor’s staff providing Services under the Contract and any proposed

changes in Contractor’s Administration staff, including but not limited to Contractor’s Project Director or Contractor’s Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

For any change affecting Contractor’s Administration or Contractor’s project personnel, Contractor shall submit to County Project Director, with a copy to County’s Project Manager, written notification and request to effect the requested change. County’s Project Director or designee may accept or reject such notification and request. To implement such change a Change Notice to the Contract shall be prepared and executed by Contractor’s authorized representative(s) and the Sheriff.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 Each of Contractor’s staff performing services under this Contract, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor’s staff passes or fails the background investigation.
- 7.5.2 County may request that Contractor’s staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor’s staff any information obtained through County conducted background clearance.
- 7.5.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor’s staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of Contractor’s staff pursuant to this Paragraph 7.55 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.6 CONTRACTOR’S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee’s person at all times he/she is on County designated property.

8. CHANGE NOTICES AND AMENDMENTS

- 8.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8 (Change Notices and Amendments). County reserves the right to change any portion of the work required under this Contract or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished as provided in this Paragraph 8.

- 8.2 For any change which does not materially affect the scope, term, contract sum, payments, or any other terms or conditions of this Contract, a Change Notice to the Contract shall be executed by the County Project Director, or designee, and Contractor Project Manager. Consistent with the foregoing, County Project Director or designee is specifically authorized to execute Change Notices to add or delete Equipment and revise and replace Exhibit B (Equipment Maintenance Price List and Hourly Rates) to the Contract and Attachment 1 (Equipment Listed by System and Department Site) of the Statement of Work, reflecting the specified changes, as well as acquire Optional Services using Pool Dollars.
- 8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work, term, contract sum, or any other terms or conditions of this Contract, an Amendment to the Contract shall be executed by the Contractor and the Board of Supervisors.
- 8.4 Notwithstanding Paragraphs 8.1 through 8.3 above, the County’s Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Sheriff.

9. ASSIGNMENT AND DELEGATION

- 9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County’s sole discretion, against the claims, which Contractor may have against County.
- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor’s duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10. AUTHORIZATION WARRANTY

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

11. BUDGET REDUCTIONS

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

12. COMPLIANCE WITH APPLICABLE LAW

- 12.1 In the performance of this Contract, 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.
- 12.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

14.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit G (Jury Service Ordinance) and incorporated herein by reference.

14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 14.2.1 Unless Contractor has demonstrated to 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 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 Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.
- 14.2.2 For purposes of this Paragraph 14, “Contractor” means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.
- 14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify 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. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- 14.2.4 Contractor’s violation of this Paragraph 14 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. CONFLICT OF INTEREST

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

15.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15 shall be a material breach of this Contract.

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

17. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

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

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

18.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County’s policy to conduct business only with responsible contractors.

18.2 CHAPTER 2.202 OF THE COUNTY CODE

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

18.3 NON-RESPONSIBLE CONTRACTOR

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

18.4 CONTRACTOR HEARING BOARD

- 18.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 18.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.4.4 If Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 18.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The

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

18.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.

19. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

20. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

- 20.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 20.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

22. COUNTY’S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all

Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

23. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 23.1 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.
- 23.2 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.

24. EMPLOYMENT ELIGIBILITY VERIFICATION

- 24.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 24.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. 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 and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices 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.

26. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not

limited to, the Federal Fair Labor Standards Act, for work performed by Contractor’s employees for which County may be found jointly or solely liable.

27. FORCE MAJEURE

- 27.1 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 Paragraph 27 as “force majeure events”).
- 27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 27, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 27.3 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.

28. GOVERNING LAW, JURISDICTION AND VENUE

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

29. INDEPENDENT CONTRACTOR STATUS

- 29.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 29.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 29.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of 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 Contractor pursuant to this Contract.
- 29.4 Contractor shall adhere to the provisions stated in Paragraph 41 (Confidentiality).

30. INDEMNIFICATION

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

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 30 shall be conducted by Contractor and performed by counsel selected by Contractor.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

31. INSURANCE

31.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Base 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. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

31.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- 31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 31.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. County reserves the right to obtain complete, certified copies of any Required Contractor and/or subcontractor insurance policies at any time.
- 31.2.3 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 Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 31.2.4 Neither County’s failure to obtain, nor 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 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’s Contract Compliance Manager, at the address set forth in Exhibit D (County’s Administration).

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

31.3 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 County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed 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.

31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, 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 of 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 this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

31.3.2 FAILURE TO MAINTAIN INSURANCE

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

31.3.3 INSURER FINANCIAL RATINGS

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

31.3.4 CONTRACTOR’S INSURANCE SHALL BE PRIMARY

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

31.3.5 WAIVERS OF SUBROGATION

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

31.3.6 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 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.

31.3.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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.

31.3.8 CLAIMS MADE COVERAGE

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

31.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

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

31.3.10 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.

31.3.11 ALTERNATIVE RISK FINANCING PROGRAMS

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

31.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

31.4 INSURANCE COVERAGE REQUIREMENTS

31.4.1 GENERAL LIABILITY

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

31.4.2 AUTOMOBILE LIABILITY

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.

31.4.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

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 County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

32. LIQUIDATED DAMAGES

32.1 If, in the judgment of the Sheriff, or designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, 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 Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Sheriff, or designee, in a written notice describing the reasons for said action.

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

- (a) Deduct from Contractor’s payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment 2 (Performance Requirements Summary Chart) of Exhibit A (Statement of Work), hereunder, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- (c) Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.

- 32.3 The action noted in Paragraph 32.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 32.4 This Paragraph 32 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 32.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

33. STANDARD OF SERVICES

Contractor's Services performed under this Contract shall conform to high professional standards as they exist in Contractor's profession or field of practice. If Contractor's Services provided under this Contract fail to conform to such high professional standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, re-perform such Services. Contractor shall, at its own expense, correct any data in which (and to extent that) errors have been caused by Contractor or by any tools introduced by Contractor into any of County's systems for the purpose of performing Services hereunder.

34. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 34.1 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.
- 34.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 34.3 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.

- 34.4 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.
- 34.5 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 Contract or under any project, program, or activity supported by this Contract.
- 34.6 Contractor shall allow County representatives access to Contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that 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 Contract.
- 34.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. NON-EXCLUSIVITY

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

36. 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.

37. NOTICE OF DISPUTES

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

38. 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.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

40. NOTICES

40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit D (County’s Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit E (Contractor’s Administration).

Addresses may be changed by either party giving ten (10) day’s prior written notice thereof to the other. The County Project Director or designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

40.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

41. CONFIDENTIALITY

41.1 CONFIDENTIAL INFORMATION

Contractor shall maintain the confidentiality of all records and information, events and circumstances which occur during the course of Contractor’s performance under the Contract, including County Materials (hereinafter "Confidential Information"), in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 41,

as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 41 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each employee and any other person performing work for or on behalf of Contractor shall sign and adhere to the terms and conditions set forth in Exhibit F (Contractor Acknowledgement and Confidentiality Agreement) prior to commencing any work under the Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

41.2 DISCLOSURE OF INFORMATION

With respect to any Confidential Information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County’s prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

Without limiting the generality of the preceding paragraph, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor’s professionals) for disclosure of any such details, Contractor shall immediately notify County’s Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

41.3 SURVIVAL

The provisions of this Paragraph 41 shall survive the termination of this Contract.

42. INTENTIONALLY OMITTED

43. PUBLIC RECORDS ACT

43.1 Any documents submitted by Contractor; all information obtained in connection with County’s right to audit and inspect Contractor’s documents, books, and accounting records pursuant to Paragraph 45 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to the HP Tandem NonStop Computer Hardware Maintenance Services solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary”. 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.

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

44. PUBLICITY

- 44.1 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 Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, 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 County without the prior written consent of County’s Project Director or designee. County shall not unreasonably withhold written consent.

- 44.2 Contractor may, without the prior written consent of County, indicate in its Bid and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 44 shall apply.

45. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. 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 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 Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles 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.

- 45.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County’s Auditor Controller within thirty (30) days of Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 45.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 45 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 45.3 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 County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

46. RECYCLED BOND PAPER

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

47. SUBCONTRACTING

- 47.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 47.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County'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 County.
- 47.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 47.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 47.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 47.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

- 47.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County’s consent to subcontract.
- 47.8 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 set forth in this Contract and shall ensure delivery of all such documents to the County’s Project Director before any subcontractor employee may perform any work hereunder.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 51 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

50. TERMINATION FOR CONVENIENCE

- 50.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 50.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 50.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to

County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

- 50.4 Subject to the provisions of Paragraphs 50.1 and 50.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 50. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 50.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 45 (Record Retention and Inspection/Audit Settlement).

51. TERMINATION FOR DEFAULT

- 51.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:
- (d) Contractor fails to perform or comply with the requirements of the Statement of Work or any executed Change Notice and Amendment or materially breaches this Contract; or
 - (e) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other work within the times specified in this Contract, including the Implementation Plan; or
 - (f) 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) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure;

and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

- 51.2 If, after County has given notice of termination under the provisions of this Paragraph 51, it is determined by County that Contractor was not in default under the provisions of this Paragraph 51, or that the default was excusable under the provisions of Paragraph 50 (Termination for Convenience), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 50 (Termination for Convenience).
- 51.3 The rights and remedies of County provided in this Paragraph 51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

52. TERMINATION FOR IMPROPER CONSIDERATION

- 52.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County 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 Contractor’s performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 52.2 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 County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 52.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

53. TERMINATION FOR INSOLVENCY

- 53.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 53.2 The rights and remedies of County provided in this Paragraph 53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

55. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor’s performance hereunder or by any provision of this Contract during any of County’s future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract

in County’s budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

56. 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.

57. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58. WARRANTY AGAINST CONTINGENT FEES

- 58.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 58.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

59. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. 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. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

60. INTENTIONALLY OMITTED

61. PROPRIETARY RIGHTS

- 61.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, tools, designs, information, data, plans, diagrams, reports, documents, records and other work products (hereafter “County Materials”) which are originated or created through

Contractor’s work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor’s right, title and interest in and to such County Materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor’s work under this Contract. Contractor shall ensure that each of the Contractor’s staff and any other person providing work for or on behalf of Contractor shall fully execute Exhibit F (Contractor Acknowledgement and Confidentiality Agreement) prior to commencing any work under the Contract.

- 61.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor’s working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 61.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County’s Project Director or designee 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.
- 61.4 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 61.3 above for any of Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 61.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 61.5 All the rights and obligations of this Paragraph 61 shall survive the expiration or termination of this Contract.

62. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit D (County's Administration) upon request.

63. INTELLECTUAL PROPERTY INDEMNIFICATION

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

- 63.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County’s continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County’s continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, software or services product; or
 - Replace the questioned equipment, software or services product with a non-questioned item; or
 - Modify the questioned equipment, software or services product so that it is free of claims.
- 63.4 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.

64. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

65. 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 (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor 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 California Elections Code Section 14000.

66. WARRANTIES

66.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the term of this Contract:

1. Contractor shall strictly comply with the descriptions and representations (including, but not limited to, deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) as set forth in Exhibit A (Statement of Work), with all Attachments thereto, and any applicable executed Change Notice or Amendment.
2. All tasks, subtasks, deliverables, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel.
3. All tasks, subtasks, deliverables, goods, services, and other work shall be completed in accordance with this Contract, the deliverable documentation and any other applicable requirements.

66.2 BREACH OF WARRANTY OBLIGATIONS

In the event Contractor fails to timely perform its obligations as set forth in this Paragraph 66, then, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and in the event Contractor, after a reasonable time has still failed to perform such warranty obligations, perform any required correction, replacement or other work and debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened rates for labor (including without limitation salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor under this Contract.

66.3 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any licensor or reseller of any third party software provided hereunder, if any, shall fully extend to and be enjoyed by County.

67. EFFECT OF TERMINATION

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Contractor shall promptly return to County any and all of County's Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and
2. Contractor shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
3. County shall have the possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and
4. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other work; and
5. Contractor and County shall continue the performance of this Contract to the extent not terminated; and

68. SURVIVAL

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

- 6.4 Approval of Work
- 12 Compliance with Applicable Law
- 24 Employment Eligibility Verification
- 26 Fair Labor Standards
- 28 Governing Law, Jurisdiction and Venue
- 30 Indemnification

31	Insurance
33	Standard of Services
41	Confidentiality
43	Public Records Act
56	Validity
61	Proprietary Rights
63	Intellectual Property Indemnification
66	Warranties
67	Effect of Termination

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

CONTRACTOR: (_____)
Name

By _____
Name

Title _____

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

EXHIBITS

TO

APPENDIX A (REQUIRED CONTRACT)

FOR

**HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

**EXHIBITS TO APPENDIX A (REQUIRED CONTRACT)
HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

- A STATEMENT OF WORK [See Appendix B to IFB]
 - Attachment 1 – Equipment Listed by System and Department Site
[See Appendix C to IFB]
 - Attachment 2 – Performance Requirements Summary Chart
[See Appendix C to IFB]
 - Attachment 3 – Contract Discrepancy Report
[See Appendix C to IFB]
 - Attachment 4 – Maintenance Staff Shift Form
[See Appendix C to IFB]
- B EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES [TBD]
[See Exhibit 13 to Appendix D to IFB]
- C CONTRACTOR'S EEO CERTIFICATION
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW
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[See Appendix K to IFB]
- J INVITATION FOR BIDS (IFB) 575SH [Incorporated by Reference]
- K CONTRACTOR'S BID [Incorporated by Reference]

STATEMENT OF WORK

(SEE APPENDIX B TO IFB)

**EQUIPMENT MAINTENANCE PRICE LIST
AND HOURLY RATES**

(SEE EXHIBIT 13 TO APPENDIX D TO IFB)

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

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

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

DEPARTMENT'S TECHNICAL SUPPORT DIVISON – BUDGET REPRESENTATIVE:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR 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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

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



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

www.babysafela.org

Safely Surrendered Baby Law

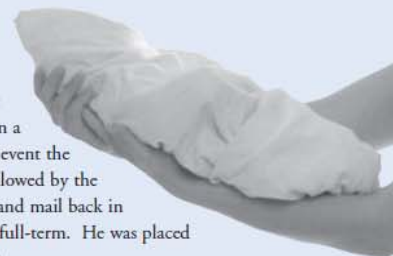
What is the Safely Surrendered Baby Law?

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.

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.

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.



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.

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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



**DEFAULTED PROPERTY TAX REDUCTION
PROGRAM ORDINANCE**

(SEE APENDIX K TO IFB)

**INVITATION FOR BIDS (IFB) 575SH
(INCORPORATED BY REFERENCE)**

**CONTRACTOR'S BID
(INCORPORATED BY REFERENCE)**

APPENDIX B

STATEMENT OF WORK

FOR

**HP TANDEM NONSTOP COMPUTER
HARDWARE MAINTENANCE
SERVICES**

IFB NO. 575SH

**APPENDIX B
STATEMENT OF WORK
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APPENDIX B
STATEMENT OF WORK

1.0 INTRODUCTION

This Statement of Work (SOW), defines the scope of work to be performed by Contractor for the Sheriff's Department ("Sheriff" or "Department") of the County of Los Angeles ("County") to maintain the Hewlett Packard (HP) Tandem NonStop computer hardware that supports the Department's Mobile Digital Communication System ("MDCS"). The MDCS system is located at various locations throughout the Department and is critical to the operational and business needs of the Department. It contains all of the initial records of the Department's actions related to calls-for-service.

2.0 DEPARTMENT'S WORK SITES

- 2.1 Department work sites and their locations are listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW.
- 2.2 County may add or delete Department Sites to the Contract by executing a Change Notice as described in Paragraph 8, Change Notices and Amendments, of the body of the Contract.
- 2.3 Contractor shall be responsible for all travel expenses and Equipment transportation to and from all the Department Sites listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW.

3.0 WORK REQUIREMENTS

Contractor shall provide the following services for all Equipment listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW.

3.1 GENERAL

- 3.1.1 Contractor shall provide preventive maintenance, on-site repair, on-site exchange, and remote diagnostic of all Equipment listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW, as required by the Department. Contractor shall provide these services during the scheduled maintenance service period as further specified in Paragraph 4.0, Response Times, of this SOW.
- 3.1.2 Contractor shall correct all problems noted and restore Equipment to a good and proper working order, as determined by County's Project Manager or specified in this Contract.

3.1.3 Contractor shall comply with the problem escalation process as specified in Paragraph 5.0, Response Procedures and Escalation Process, and notify the Sheriff's Communication Center's ("SCC") Help Desk by phone or email with the information, as further described in Paragraph 5.8 of this SOW.

3.1.4 Contractor shall send an email by the end of the next Business Day to the County's Project Manager containing the following information as a follow-up for the completion of repair requests:

- a. Location of repair request;
- b. Description of the problem in detail including the work performed by the Contractor's maintenance staff to remedy the problem;
- c. Hardware that was replaced, if applicable; and
- d. Programming changes that were made to the operation system, if applicable.

3.2 MAINTENANCE SERVICES

Contractor shall provide Maintenance Services as specified in this Paragraph 3.2, and throughout this SOW. Unless specified otherwise, all Maintenance Services described in this SOW, including this Paragraph 3.2 and Paragraph 4.0, Response Times, shall be provided at no additional cost to County beyond the applicable Maintenance Service fees listed in Exhibit B, Equipment Maintenance Price List and Hourly Rates, of the Contract.

3.2.1 Preventive Maintenance ("PM")

3.2.1.1 PM services shall include all required labor and parts, based on the service requirements specified by the Equipment manufacturer, as specified below, or as scheduled by the County's Project Manager and/or Contractor's Project Manager, including but not limited to, inspection, cleaning, lubrication, safety inspection, functional testing, and adjustments and/or calibrations necessary to maintain proper functioning of the Equipment listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW.

3.2.1.2 PM services shall also include the replacement of worn, defective, or broken parts, as further specified in Paragraph 6.0, Parts Inventory and Installation, of this SOW.

3.2.1.3PM services shall be performed no less frequently than on a quarterly basis, unless otherwise scheduled by County's Project Manager as described in Paragraph 3.2.1.1 above, on all Equipment for Department Sites listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW, except for the SCC site which includes system numbers 9912, 13263, 16348, and 44512.

3.2.1.4PM services shall be performed no less frequently than on a monthly basis, unless otherwise scheduled by County's Project Manager as described in Paragraph 3.2.1.1 above, on all Equipment for SCC site listed in Attachment 1, Equipment Listed by System and Department Site, of this Statement of Work, which includes system numbers 9912, 13263, 16348, and 44512.

3.2.2 Repair services for all Equipment listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW, as necessary or required by County in response to calls placed by the Department.

3.2.3 Hardware replacement if the Equipment needs to be removed from the Department Site for repair. All Equipment that has been removed by Contractor shall be returned by Contractor to the Department when repairs have been completed or when Equipment is declared by Contractor as unrepairable.

3.2.3.1In the event that Equipment becomes inoperable or experiences repeated failures over a two (2) day period of time, and both the County's Project Director and Contractor's Project Director agree that the situation is beyond the limits of tolerable failure events, Contractor shall;

- A. Refurbish, overhaul or rebuild the Equipment and provide a temporary substitute for each unit of such Equipment, or;
- B. Replace the Equipment or defective component/field replaceable unit, or;
- C. Provide a written solution to County's Project Director or County's Project Manager for approval.

3.2.4 Remote diagnostic services for Department Sites listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW, which are equipped to receive remote diagnostics.

3.3 DE-INSTALLATION AND RE-INSTALLATION

De-installation and re-installation of Equipment to any of the Department Sites listed in Attachment 1, Equipment Listed by System and Department Site, that the Department determines needs to be relocated with fifteen (15) Business Days prior notice, at no additional cost to County.

3.4 MAINTENANCE AND REPAIR LOG AND DATABASE

3.4.1 Contractor shall maintain a written maintenance and repair log. Contractor shall provide County's Project Manager with a copy of the maintenance and repair log on a monthly basis, no later than by the 15th calendar day of the following month. The maintenance and repair log shall include, but not be limited to, the following:

3.4.1.1 Each incident of hardware defect or malfunction by Department Site, Equipment/product item and serial number.

3.4.1.2 Date, time, and duration of all maintenance services performed.

3.4.1.3 Description and detail of work performed (such as replacement of CPU, replacement of power supply etc.)

3.4.1.4 Contractor shall aggregate the information in the maintenance and repair logs into monthly management reports as further set forth in Paragraph 7.0, Required Reports, of this SOW.

3.4.2 Contractor shall maintain a computerized database of all Equipment listed in Attachment 1, Equipment Listed by Equipment and Department Site, of this SOW. The database shall minimally include: model number, description, system serial number, address of the Department's Site where the item of Equipment is installed, and contact telephone number at such address. Contractor shall keep the database current at all times during the term of the Contract. This list shall be submitted to the County's Project Manager on a monthly basis by the 15th calendar day of the following month.

3.5 CONTRACTOR'S TEST AND DIAGNOSTICS TOOLS

3.5.1 Contractor shall furnish and maintain all maintenance materials, testing and/or diagnostic utilities, and hardware tools required to perform Services on the Department's HP Tandem NonStop computer Equipment listed in Attachment 1, Equipment Listed by System and Department Site, of the SOW.

3.5.2 All maintenance materials including but not limited to: tools, documentation, site management guide, diagnostics, and test Equipment necessary for the Maintenance Services described herein. Such items shall at all times remain the property and responsibility of Contractor.

3.5.3 Contractor's tools shall provide, but not be limited to:

3.5.3.1 Ability to conduct maintenance, testing, and/or diagnostics onsite.

3.5.3.2 Ability to conduct maintenance, testing, and/or diagnostics remotely via electronic link, as approved by County's Project Manager.

3.5.3.3 Ability to monitor system performance via automated customized scripts, to diagnose possible problems before they occur, as requested by the County's Project Manager.

3.5.3.4 Ability to manually monitor system logs to diagnose possible problems before they occur, as requested by the County's Project Manager.

3.6 EXCLUSIONS

County's Project Manager may request exclusionary services that are required as determined by County Project Manager. Contractor shall respond as specified in Paragraph 4.0, Response Times. Contractor shall invoice County at Contractor's current hourly rate for services during Business Hours and at Contractor's current overtime ("OT") hourly rate for services outside of Business Hours, as specified in Exhibit B, Equipment Maintenance Price List and Hourly Rates, of the Contract. For all services rendered and completed within a 0-120 minute timeframe, inclusive of actual time spent on-site and roundtrip travel time between the closest Contractor support location and the Department site, Contractor shall invoice County at the applicable hourly rate for a minimum of two (2) hours. For all services, rendered in excess of 120 minutes, Contractor shall invoice County in fifteen (15) minute increments thereafter. Contractor shall also itemize Contractor's actual cost for parts. Contractor shall not invoice County for travel/mileage. Contractor's hourly rates and OT hourly rates are all inclusive of such expenses. Such exclusionary services may be required as a result of the following:

- 3.6.1 Gross neglect, misplacement by County, Department Site air conditioner or humidity control malfunction or failure, and County Department Site electrical system malfunction or failure; and
- 3.6.2 Any force majeure events as specified in Paragraph 27, Force Majeure, of the body of the Contract.

4.0 RESPONSE TIMES

Contractor's response times and work hours for Maintenance Services are as follows, unless otherwise specified in this SOW:

4.1 MINOR AND NO IMPACT SEVERITY LEVELS

"Minor" and "No Impact" severity levels are defined in Paragraph 5.0, Response Procedures and Escalation Process.

4.1.1 Contractor shall respond during Business Hours to Department Sites listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW to provide Maintenance Services for Minor or No Impact severity level in accordance with this Paragraph 4.1 when requested by Department that on-site assistance is required.

4.1.2 Contractor shall respond within four (4) hours of Department's notification that on-site assistance is required, to SCC located at 1277 North Eastern Avenue, Los Angeles, California 90063, to provide Maintenance Services for Minor or No Impact severity level for the HP Tandem NonStop K2000 DET Station Simulation System, KDV K2000 Development System, and DEV K2000 Development System.

4.1.3 Contractor shall respond within four (4) hours of the Department's notification that on-site assistance is required, to Department Sites (excluding SCC site, see Paragraph 4.1.2 above) listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW, to provide Maintenance Services for Minor or No Impact severity level for HP Tandem NonStop computer hardware residing on K2000 computers, excluding station terminals and printers.

4.1.4 In the event the County's Project Manager requests Maintenance Services for Minor or No Impact severity level outside Business Hours, the Contractor shall respond within four (4) hours, or another mutually agreed-upon response time. For such service, Contractor shall invoice County at Contractor's current overtime OT hourly rate as specified in Exhibit B, Equipment Maintenance Price List and Hourly Rates, of the Contract. For all services rendered and completed within a 0-120 minute timeframe, inclusive of actual time spent on-site and roundtrip travel time between the closest Contractor support location and the Department site, Contractor shall

invoice County at the applicable hourly rate for a minimum of two (2) hours. For all services, rendered in excess of 120 minutes, Contractor shall invoice County in fifteen (15) minute increments thereafter. Parts costs pursuant to this Paragraph 4.1.4 shall be provided to County at no additional charge. Contractor shall not invoice County for travel/mileage. Contractor's Equipment Maintenance Services OT hourly rates are all inclusive of such expenses.

4.2 CRITICAL AND MAJOR SEVERITY LEVELS

"Critical" and "Major" severity levels are defined in Paragraph 5.0, Response Procedures and Escalation Process.

4.2.1 Contractor shall respond within two (2) hours of the Department's notification that on-site assistance is required, twenty-four (24) hours per day, seven (7) days per week, to SCC located at 1277 North Eastern Avenue, Los Angeles, California 90063, to provide Maintenance Services for Critical or Major severity level for HP Tandem NonStop K20000 computer hardware.

4.2.2 Contractor shall respond within two (2) hours of Department's notification that on-site assistance is required, twenty-four (24) hours per day, seven (7) days per week, to Department Sites listed in Attachment 1, Equipment Listed by System and Department Site (excluding SCC site, see Paragraph 4.2.1 above) of this SOW, to provide Maintenance Services for Critical or Major severity level for HP Tandem NonStop residing on K2000 computer hardware, excluding station terminals and printers.

4.3 MULTIPLE MAINTENANCE SERVICE CALLS

Contractor shall be capable of responding to two (2) Maintenance Service calls for Critical and/or Major severity levels simultaneously while maintaining all other response time requirements as further specified in this Paragraph 4.0, Response Times, of this SOW.

5.0 **RESPONSE PROCEDURES AND ESCALATION PROCESS**

A request for assistance for a suspected problem will generally be initiated when the SCC Help Desk notifies the Contractor's Help Desk via telephone or email, or as otherwise agreed to by the parties.

5.1 The Contractor's Help Desk shall document Equipment system number, Department Site, and a brief description of the problem and severity level. Severity levels are classified as follows:

Severity Level	Explanation
Critical	An entire system is down or at risk; or failure of a part of the system renders the system ineffective or nonoperational
Major	System or application is interrupted operational and there is a risk of recurrence
Minor	A problem is encountered that has minimal impact upon business operation
No Impact	General questions or specific information required

- 5.2 The Contractor’s Help Desk shall assign a case number to support and track the request. Contractor shall route the call to a support analyst who shall respond by telephone and/or online within the following time frames from the time of Department notification:

Severity Level	Response Time Regular Business Hours	Response Time Non-Business Hours
Critical	10 minutes	30 minutes
Major	10 minutes	30 minutes
Minor	2 hours	Next Business Day
No Impact	4 hours	Next Business Day

- 5.3 Contractor support analyst shall make every effort to solve the problem online, where appropriate. The Contractor support analyst shall work with SCC Help Desk to analyze and determine the root cause of the hardware failure. If Contractor’s resources are unable to correct the issue online, then Contractor shall dispatch maintenance staff to the Department Site to assist in problem determination, and replace failing hardware components.
- 5.4 The Contractor support analyst shall provide previously gathered diagnostic information necessary for identifying the failed or defective part or component to the Contractor’s maintenance staff to ensure the correct part, software, or other component is brought to the Department Sites. Once onsite, Contractor’s maintenance staff shall take whatever actions are needed to promptly resolve the service issue.
- 5.5 Contractor shall comply with the following restoration time frames for severity levels classified by the Department as Critical, Major, Minor, or No Impact:

Severity Level	Restoration Time
Critical	<p>Equipment shall be restored to an operational condition within 4 hours for calls-for-service at SCC site.</p> <p>Equipment shall be restored to an operational condition within 8 hours for calls-for-service at Department Site, except for SCC site.</p>
Major	<p>Equipment shall be restored to an operational condition within 8 hours for calls-for-service at SCC site.</p> <p>Equipment shall be restored to an operational condition within 16 hours for calls-for-service at Department Site, except for SCC site.</p>
Minor	<p>Equipment shall be restored to an operational condition within 48 hours for calls-for-service at all Department Sites.</p>
No Impact	<p>Equipment shall be restored to an operational condition within 48 hours for calls-for-service at all Department Sites.</p>

- 5.6 The Restoration Clock will start once Contractor is on Department Site to commence Maintenance Services or at the expiration of the minimum applicable Response Time from County's notification of the problem, whichever occurs earlier. If the problem is identified as a hardware issue and the Contractor does not have the part on hand or in stock, the Contractor shall verbally notify (in person or via telephone) SCC Help Desk or County's Project Manager. Once notification is made, the Restoration time clock will stop. Once the part is received by the Contractor, the Restoration Time Clock will commence until the repairs are completed and the problem is resolved. If the part does not fix the problem, the waiting period will be added to the Restoration Time Clock.
- 5.7 Contractor's maintenance staff shall provide an on-going verbal (in person or via telephone) assessment to SCC Help Desk or County's Project Manager of the existing condition of the system, and estimated time of probable resolution. Contractor may implement actions deemed appropriate to resolve the problem by engaging third-party resources in the repair effort. Contractor's use of third-party resources to resolve such problem shall not be billable to the County.

5.8 The Restoration Time Clock will be tracked and logged for reporting purposes by SCC Help Desk. The following items will be logged:

1. Time of initial Department notification to Contractor;
2. Severity level, as defined by Department;
3. Department Site location Contractor will be responding to;
4. Name of Contractor employee who received phone call;
5. Contractor call back time (if applicable);
6. Contractor's estimated time of arrival at location;
7. Contractor's time of arrival at location to initiate Services;
8. Time of Contractor's notification of the diagnosed problem and estimated time required to resolve the problem;
9. Time of Contractor's notification to County that Contractor does not have part on hand or in stock;
 - a. If the Contractor must pick up the part, unless specified otherwise in Paragraph 6.0, Parts Inventory and Installation, Contractor shall call SCC Help Desk or County's Project Manager and verbally inform them the part is not on hand and will need to be picked up. After the verbal notification is made, a hard copy of the request will be sent to the County's Project Manager memorializing the conversation. The written notice will also include the authorization or rejection of the part by the County's Project Manager.
 - b. If the Contractor must order the part, unless specified otherwise in Paragraph 6.0, Parts Inventory and Installation, Contractor shall call SCC Help Desk or County's Project Manager and verbally inform them the part is not in stock and will need to be ordered. After the verbal notification is made a hard copy of the request will be sent to the County's Project Manager memorializing the conversation. The written notice will also include the authorization or rejection of the part by the County Project Manager.
 - c. Contractor shall call SCC Help Desk or County's Project Manager upon receipt of the part and shall inform SCC Help Desk or County's Project Manager the Contractor's maintenance staff estimated time of arrival to Department to make the repair.

10. Time Contractor notified SCC Help Desk or County's Project Manager once at Department Site; and
11. Time Contractor notified SCC Help Desk or County's Project Manager (in person or via telephone) that problem is corrected and finalized.

6.0 PARTS INVENTORY AND INSTALLATION

Contractor shall, as part of the Maintenance Services, supply all replacement parts as needed for all of the Equipment listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW. All such parts shall meet all current Equipment performance standards and specifications.

- 6.1 Contractor shall maintain a depot stocking location to support the requirements of the Contract. Parts will not be stocked at any Department sites.
- 6.2 The cost of all parts is included in the fixed price monthly maintenance cost per Equipment item, of Exhibit B, Equipment Maintenance Price List and Hourly Rates, of the Contract.
- 6.3 Contractor shall replace parts and consumables as necessary, as determined by County's Project Manager and/or Contractor's Project Manager, at no additional cost to County for all Equipment listed in Attachment 1, Equipment Listed by System and Department Site of this SOW. Equipment parts shall be new, produced by the manufacturer, if available, or refurbished produced by the manufacturer or Contractor consistent with the applicable manufacturer specifications.
- 6.4 Contractor shall provide the Department with a minimum five (5) Business Days advance notice when Contractor has determined that replacement parts are no longer available for Equipment listed in Attachment 1, Equipment Listed by System and Department Site. Thereafter, County will assess serviceability of the affected Department Site and inform Contractor if any changes are required.
- 6.5 Contractor shall provide parts for the Equipment listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW as follows:
 - 6.5.1 Within one (1) day from problem determination when the Department determines a Minor and/or No Impact severity level exists; and

- 6.5.2 Within two (2) hours from problem determination when the Department determines a Major and/or Critical severity level exists.

7.0 REQUIRED REPORTS

Contractor shall provide monthly management reports to the County's Project Manager by the 15th calendar day of the following month. The monthly management reports shall summarize all services rendered to the Department for the prior calendar month, and are as follows:

- 7.1 Report by Equipment type shall include, but not be limited to the following information:
 - 7.1.1 All Equipment for Department by Equipment type;
 - 7.1.2 Number of problems reported per type;
 - 7.1.3 Mean time to effect response at Department's Site;
 - 7.1.4 Mean time to repair, for repair completion;
 - 7.1.5 Average length of time Equipment was out of service;
 - 7.1.6 Number of problems not repaired within twenty-four (24) hours of report to Contractor, compared to the total number of problems; and
 - 7.1.7 Equipment failing more than once per month, including Equipment identification, location, number of failures and failure dates.
- 7.2 Report by Department Site shall include, but not limited to the following information:
 - 7.2.1 Identification of Department's Site location and system number;
 - 7.2.2 Number of problems reported;
 - 7.2.3 Mean response time to Department's Site;
 - 7.2.4 Mean time to repair, for repair completion;
 - 7.2.5 Average length of time Equipment was out of service; and
 - 7.2.6 Number of problems by Equipment type; and
 - 7.2.7 Equipment by Department Site failing more than once per month, including Equipment identification, number of failures, failed item (example CPU, power supply, RAM etc.) and failure dates and times.

8.0 OTHER RESPONSIBILITIES, CONTRACTOR

- 8.1 Contractor's Project Manager shall determine daily work duties, staffing levels, and scheduling and staffing hours needed to properly provide maintenance and repair services to County, as defined and required in this SOW.
- 8.2 Contractor shall implement and maintain appropriate supervision of all Contractor staff providing services pursuant to the Contract.
- 8.3 Contractor shall ensure that Contractor's Project Manager or designee is available to receive and respond to telephone and/or electronic communications (e-mail, text, etc.) regarding the Contract from County's Project Manager or designee on a twenty-four (24) hours per day, seven (7) days per week basis.
- 8.4 Contractor shall ensure that all staff providing services under this Contract are trained in their assigned tasks, wear Contractor's company uniform, and prominently display Contractor-provided identification badges.
- 8.5 Contractor shall conduct all work in a safe manner and in compliance with all requirements of the federal, State of California and local rules and regulations, including OSHA safety standards.
- 8.6 Contractor shall maintain, at its sole cost and expense, a toll-free telephone number at which Contractor staff shall receive and respond to Department service and/or trouble calls on a twenty-four (24) hours per day, seven (7) days per week basis. In addition, Department shall, by use of this telephone number, have ready access to the status of previous Department service and/or trouble calls. Such number shall be answered by an employee of the Contractor. Under no circumstance shall such number be responded to, by an answering service, voicemail, or recorded message.

9.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review within fifteen (15) Business Days of commencement of the term of the Contract. The Plan shall include, but may not be limited to, the following:

- 9.1 Method of monitoring to ensure that Contract requirements are being met;
- 9.2 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, shall be provided to the County upon request.

10.0 ASSUMPTIONS

- 10.1 During the Term of the Contract, Contractor will be provided access to Department Sites during the hours specified and agreed to in Paragraph 4.0, Response Times, of this SOW.
- 10.2 Should Contractor require access at other times, Contractor must notify the County's Project Manager or designated representative at least two (2) Business Days in advance. This advance notice is necessitated by Department security requirements and will allow Department to schedule personnel to accompany and/or aid Contractor. The advance notice may be waived at the sole discretion of the County's Project Manager or designated representative.
- 10.3 Department reserves the right to refuse Contractor's staff access to Department Sites for safety reasons. In the event such of such refusal, Contractor will not be deemed to have failed to meet the Requirements defined in Paragraph 4.0, Response Times, of this SOW. Contractor's staff shall undergo and pass background investigations pursuant to Paragraph 7.5, Background and Security Investigations, of the body of the Contract.

APPENDIX C

STATEMENT OF WORK ATTACHMENTS

FOR

HP TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES

IFB NO. 575SH

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**ATTACHMENT 1
EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE
SUMMARY**

Equipment Maintenance

No.	Model (1)	Description (1)	Quantity (1)
1	1493	K2000 CPU with 128 MB memory	50
2	1943	Processor, K20000 with 2 channels, 256 K	16
3	3214	Controller, tape	2
4	3216	Controller, fiber optic, 519x tape	4
5	3219	Disk controller for 455 Module	12
6	3605	Communications controller, 4 line	45
7	3606-1	Communications controller, 16 line, asynchronous	41
8	3615-0	Controller, Ethernet, w/o transceiver	39
9	3615-1	Controller, Ethernet, w/o transceiver	2
10	4240	Disk drive, 1038 MB	2
11	4250	Disk drive, 2 GB	10
12	4260	Disk drive, 4.2 GB	98
13	455Mod8	Disk Module, 8 slot	6
14	4571S	Disk drive, Single, 4 GB for 455Mod	24
15	5145	4MM Dat, Desktop cabinet, no ACL	1
16	5165-1	SCSI BIC, External, MFC	25
17	5175	Tape Drive, 1600/6250 BPI, modular	1
18	5190ACL	Tape subsystem, cartridge in mosaic	5
19	55No49	Host serial interface for 5573	6
20	6712-6	Torusnet for K20000 SE	1
21	7270	Base Cabinet, dual power supplies	25
22	7272	K2000 Disk & I/O expansion cabinet	2
23	7907-4	Cabinet, Multichannel I/O, 4 Channel	2
24	7912	Base Cabinet, K20000	1
25	7913	K20000 Cabinet, CPU expansion	3

(1) Equipment List, Quantity and all associated costs are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.

(2) Equipment is located at various locations throughout the County of Los Angeles. See attached list of Systems and Department Sites that details the address and equipment assigned to each location.

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 9912

Sheriff's Communication Center (SCC) - DET Station Simulation System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	55N049	Host serial interface for 5573

System Number 13263

Sheriff's Communication Center (SCC) - KDV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3214	Controller, tape
1	3216	Controller, fiber optic, 519x tape
2	3605	Communications controller, 4 line
3	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
7	4250	Disk drive, 2 GB
1	4260	Disk drive, 4.2 GB
1	5145	4MM Dat, Desktop cabinet, no ACL
1	5165-1	SCSI BIC, External, MFC
1	5175	Tape Drive, 1600/6250 BPI, modular
1	5190ACL	Tape subsystem, cartridge in mosaic
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 16348

Sheriff's Communication Center (SCC) - DEV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
2	3605	Communications controller, 4 line
2	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
2	4240	Disk drive, 1038 MB
1	4250	Disk drive, 2 GB
7	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5190ACL	Tape subsystem, cartridge in mosaic
1	6526A	Terminal, OSP, 14"
2	6530	Terminal, 15"
1	7270	Base Cabinet, dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet
1	55N049	Host serial interface for 5573

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number: 44512

Sheriff's Communication Center (SCC) - Host System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
16	1943	Processor, K20000 with 2 channels, 256 K memory
12	3219	Disk controller for 455 Module
1	3214	Controller, tape
2	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
18	3605	Communications controller, 4 line
13	3606-1	Communications controller, 16 line, asynchronous
16	3615-0	Controller, ethernet, w/o transceiver
1	6526A	Terminal, OSP, 14"
3	6530	Terminal, display, 15" with standard keyboard
1	6712-6	Torusnet for K20000 SE
2	7907-4	Cabinet, Multichannel I/O, 4 Channel
1	7912	Base Cabinet, K20000
3	7913	Cabinet, CPU expansion, K20000
6	455Mod8	Disk Module, 8 slot
24	4571S	Disk drive, Single, 4 GB for 455Mod
3	5190ACL	Tape subsystem, cartridge in mosaic
2	55N049	Host serial interface for 5573
1	KC14	Standard System Console, 15" monitor

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 10919

Lakewood Station (LKD)
 5130 N. Clark Ave.
 Lakewood, CA 90712

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 11480

Temple Station (TEM)
 8838 E. Las Tunas Dr.
 Temple City, CA 91780

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 11481

Norwalk Station (NWK)
 12335 Civic Center Drive
 Norwalk, CA 90650

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 11482

Santa Clarita Valley Station (SCT)
 23740 W. Magic Mountain Parkway
 Valencia, CA 91355

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

**ATTACHMENT 1
EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE**

System Number 11496

Transit Services Bureau (TSB)
2000 East Imperial Highway
Los Angeles, CA 90059

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 11497

Compton Station (CPT)
301 South Willowbrook Ave.
Compton, CA 90220

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
2	4250	Disk drive, 2 GB
2	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 13075

Palmdale Station (PLM)
 750 E. Avenue Q
 Palmdale, CA 93550

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	55N049	Host serial interface for 5573

System Number 13078

Century Station (CEN)
 11703 Alameda St.
 Lynwood, CA 90262

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	55N049	Host serial interface for 5573

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 13238

Lomita Station (LMT)
 26123 S. Narbonne Ave.
 Lomita, CA 90717

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 13239

East Los Angeles Station (ELA)
 5019 E. Third Street
 Los Angeles, CA 90022

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies
1	5165-1	SCI BIC External

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 13240

Carson Station (CAS)
 21356 S. Avalon Blvd.
 Carson, CA 90745

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 13241

Lost Hills Station (LHS)
 27050 Agoura Rd.
 Agoura, CA 91301

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 13242

West Hollywood Station (WHD)
 720 N. San Vicente Blvd.
 Los Angeles, CA 90069

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 13243

Pico Rivera Station (PRV)
 6631 S. Passons Blvd.
 Pico Rivera, CA 90660

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 13260

South LA Station (SLA)
 1310 W. Imperial Hwy
 Los Angeles, CA 90044

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 13261

Industry Station (IDT)
 150 N. Hudson
 City of Industry, CA 91744

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 13262

Marina Del Rey Station (MDR)
 13851 Fiji Way
 Marina Del Rey, CA 90292

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 13264

Crescenta Valley Station (CVS)
 4554 N. Briggs Ave.
 La Crescenta, CA 91214

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 13265

Walnut Station (WAL)
 21695 Valley Blvd.
 Walnut, CA 91789

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 16759

Lancaster Station (LAN)
 501 West Lancaster Blvd.
 Lancaster, CA 93534

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

**ATTACHMENT 1
EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE**

System Number 45768

San Dimas Station
270 S. Walnut Ave.
San Dimas, CA 91773

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

System Number 46864

Cerritos Station (CER)
18135 Bloomfield Ave.
Cerritos, CA 90703

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies

(1) Equipment List, Department Sites, Quantity and all associated costs are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.

**ATTACHMENT 2
PERFORMANCE REQUIREMENTS SUMMARY CHART**

In the event Contractor fails to correct deficiencies within the time frames set forth below in this Exhibit, the Sheriff or designee may deduct from payments to Contractor credit in the amount specified in this Performance Requirement Summary Chart, as further stated in Paragraph 32 (Liquidated Damages) of the Base Contract.

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
1	Contract: – Subcontracting – Paragraph 46.1	The requirement of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.	Inspection & Observation	\$500 per occurrence; possible termination for default of contract, or nullification of subcontract.
2	SOW: Maintenance Services – Subparagraph 3.2.1.3	PM services shall be performed no less frequently than on a quarterly basis, unless otherwise scheduled by County’s Project Manager as described in Paragraph 3.2.1.1 above, on all Equipment for Department Sites listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW, except for the SCC site which includes system numbers 9912, 13263, 16348, and 44512.	Inspection & Tracking	\$300 per month for every month late
3	SOW: Maintenance Services –Subparagraph 3.2.1.4	PM services shall be performed no less frequently than on a monthly basis, unless otherwise scheduled by County’s Project Manager as described in Paragraph 3.2.1.1 above, on all Equipment for SCC site listed in Attachment 1, Equipment Listed by System and Department Site, of this Statement of Work, which includes system numbers 9912, 13263, 16348, and 44512.	Inspection & Tracking	\$500 per week for every week late

ATTACHMENT 2
PERFORMANCE REQUIREMENTS SUMMARY CHART

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
4	SOW: Maintenance and Repair Log and Data Base – Subparagraph 3.4.1	Contractor shall maintain a written maintenance and repair log. Contractor shall provide County’s Project Manager with a copy of the maintenance and repair log on a monthly basis, no later than by the 15 th calendar day of the following month.	Inspection & Observation	\$100 every time report is not submitted by the 15th calendar day of the following month
5	SOW: Maintenance and Repair Log and Data Base – Subparagraph 3.4.2	Contractor shall maintain a computerized database of all Equipment listed in Attachment 1, Equipment Listed by Equipment and Department Site, of this SOW. The database shall minimally include: model number, description, system serial number, address of the Department’s Site where the item of Equipment is installed, and contact telephone number at such address. Contractor shall keep the database current at all times during the term of the Contract. This list shall be submitted to the County’s Project Manager on a monthly basis by the 15 th calendar day of the following month.	Inspection & Observation	\$100 every time report is not submitted by the 15th calendar day of the following month

**ATTACHMENT 2
PERFORMANCE REQUIREMENTS SUMMARY CHART**

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
6	SOW: Response Time – Subparagraph 4.1.2	Contractor shall respond within four (4) hours of Department's notification that on-site assistance is required, to SCC located at 1277 North Eastern Avenue, Los Angeles, California 90063, to provide Maintenance Services for Minor or No Impact Severity Level for the HP Tandem NonStop K2000 DET Station Simulation System, KDV K2000 Development System, and DEV K2000 Development System.	Observation & Tracking	\$100 for every 30 minute delay past the four (4) hour response time.
7	SOW: Response Time – Subparagraph 4.1.3	Contractor shall respond within four (4) hours of the Department's notification that on-site assistance is required, to Department Sites (excluding SCC site, see Paragraph 4.1.2 above) listed in Attachment 1, Equipment Listed by System and Department Site, of this SOW, to provide Maintenance Services for Minor or No Impact Severity Level for HP Tandem NonStop computer hardware residing on K2000 computers, excluding station terminals and printers.	Observation & Tracking	\$100 for every 30 minute delay past the four (4) hour response time

**ATTACHMENT 2
PERFORMANCE REQUIREMENTS SUMMARY CHART**

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
8	SOW: Response Time – Subparagraph 4.2.1	Contractor shall respond within two (2) hours of the Department’s notification that on-site assistance is required, twenty-four (24) hours per day, seven (7) days per week, to SCC located at 1277 North Eastern Avenue, Los Angeles, California 90063, to provide Maintenance Services for Critical or Major Severity Level for HP Tandem NonStop K20000 computer hardware.	Observation	\$200 for every 15 minute delay past the two (2) hour response time.
9	SOW: Response Time – Subparagraph 4.2.2	Contractor shall respond within two (2) hours of Department’s notification that on-site assistance is required, twenty-four (24) hours per day, seven (7) days per week, to Department Sites listed in Attachment 1, Equipment Listed by System and Department Site (excluding SCC site, see Paragraph 4.2.1 above) of this SOW, to provide Maintenance Services for Critical or Major Severity Level for HP Tandem NonStop residing on K2000 computer hardware, excluding station terminals and printers.	Observation & Tracking	\$100 for every 15 minute delay past the two (2) hour response time.

**ATTACHMENT 2
PERFORMANCE REQUIREMENTS SUMMARY CHART**

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
10	SOW: Response Time – Subparagraph 4.3	Contractor shall be capable of responding to two (2) Maintenance Service calls for Critical and/or Major Severity Levels simultaneously while maintaining all other response time requirements as further specified in this Paragraph 4.0, Response Times, of this SOW.	Observation & Tracking	\$200 for every time Contractor is not able to respond to two (2) calls simultaneously, in addition to lines 6, 7, and 10.
11	SOW: Response Procedures and Escalation Process – Paragraph 5.0	The Contractor shall comply with the requirements specified in Paragraph 5.0, Response Procedures and Escalation Process, of the SOW.	Inspection & Observation	\$200 per occurrence
12	SOW: Parts Inventory and Installation – Subparagraph 6.4	Contractor shall provide the Department with a minimum five (5) Business Days advance notice when Contractor has determined that replacement parts are no longer available for Equipment listed in Attachment 1, Equipment Listed by System and Department Site.	Inspection & Observation	\$100 per occurrence
13	SOW: Parts Inventory and Installation – Subparagraph 6.5 .1	Contractor shall provide parts for the Equipment listed in Attachment 1, Equipment Listed by System and Department Site, within the time frames defined in Paragraph 6.5.1 of the SOW.	Observation	\$100 per occurrence

**ATTACHMENT 2
PERFORMANCE REQUIREMENTS SUMMARY CHART**

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
14	SOW: Parts Inventory and Installation – Subparagraph 6.5.2	Contractor shall provide parts for the Equipment listed in Attachment 1, Equipment Listed by System and Department Site, within the time frames defined in Paragraph 6.5.2 of the SOW.	Observation	\$200 per occurrence
15	SOW: Required Reports – Paragraph 7.0	Contractor shall provide monthly management reports to the County's Project Manager by the 15 th calendar day of the following month as defined in Paragraph 7.0, Required Reports, of the SOW.	Inspection & Tracking	\$100 per day for every day late

**ATTACHMENT 3
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 County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT 4 MAINTENANCE STAFF SHIFT FORM

Contractor's Name: _____

Number of qualified equipment maintenance technicians by shift:

SHIFT	NUMBER OF MAINTENANCE TECHNICIANS
DAYS 6:00am -2:00pm	
SWING 2:00pm-10:00pm	
GRAVEYARD 10:00pm-6:00am	
WEEKENDS All hours of Saturday and Sunday	
TOTAL	

INSTRUCTIONS:

- Fill out Maintenance Staff Shift form, Attachment 4, which represents an aggregate of the maintenance technicians assigned to one shift.
- Fill in the Contractor name in the space provided.
- On a shift basis fill in the number of maintenance technicians assigned to each shift.
- Total the number of maintenance technicians from all shifts, enter total at bottom of form.

APPENDIX D

REQUIRED FORMS

FOR

**HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

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- 16 CERTIFICATE OF COMPLIANCE WITH THE COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM
- 17 REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE
PREFERENCE PROGRAM CONSIDERATION, IF APPLICABLE

REQUIRED FORMS - EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it in Section B of your Bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. If your firm is a corporation or a limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a limited 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. Please 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.
- _____
- _____

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 – Bidder’s Minimum Requirements, of this Invitation for Bids, as listed below.

Check the appropriate boxes:

- Yes** **No** 1.4.1 Bidder must have a minimum one (1) year’s experience, within the last three (3) years, maintaining and repairing HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment or similar to the equipment listed in Attachment 1, Equipment Listed by System and Department Site of Appendix C, Statement of Work Attachments (Bidder must complete and submit, with their Bid, Exhibit 2, Corporate Experience Form, of Appendix D, Required Forms, and provide references to verify this requirement).

- Yes** **No** 1.4.2 Bidder must have a contract Project Manager with one (1) year of experience, within the last three (3) years, managing the maintenance and repair of HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment or similar to the equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments (Bidder must provide resume of contract Project Manager to verify this requirement).

- Yes** **No** 1.4.3 Bidder must have qualified maintenance technicians with a minimum of one (1) year’s experience, within the last three (3) years, maintaining and repairing HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment or similar to the equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments (Bidder must complete and submit, with their Bid, Exhibit 6A, Maintenance Staff Experience Form, and Exhibit 6B, Maintenance Staff Resume, of Appendix D, Required Forms).

- Yes** **No** 1.4.4 Bidder must be able to obtain computer parts within one day under normal conditions and within two (2) hours for emergency repairs for HP Tandem NonStop computer hardware, terminals, associated peripherals and communications equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, Statement of Work Attachments (Bidder must provide a signed written acknowledgement agreeing to comply with this requirement).

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his judgment shall be final.

Bidder's Name:

Address:

e-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Bidder's name), I _____
(Name of Bidder's authorized representative), certify that the information contained in this Bidder's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

REQUIRED FORMS – EXHIBIT 2
CORPORATE EXPERIENCE FORM

Contractor's Name: _____

Indicate below the type and quantity of units currently maintained by your company for more than one (1) year within the last three (3) years.

Check the appropriate boxes and list the quantity next to the equipment:

<u>PROCESSORS:QTY</u>	<u>DASD:QTY</u>
<input type="checkbox"/> K2000:	<input type="checkbox"/> 42xx Disk Drive:
<input type="checkbox"/> K20000:	<input type="checkbox"/> 45xx Disk Drive:
<input type="checkbox"/> S7800:	<input type="checkbox"/> 46xx Disk Drive:

<u>ON-LINE CONTROLLER:QTY</u>	<u>ON-LINE DISPLAY:QTY</u>
<input type="checkbox"/> 3601 Line Printer Controller:	<input type="checkbox"/> 6530/6530T:
<input type="checkbox"/> 3605/3606 Comm. Controller:	<input type="checkbox"/> 6526:
<input type="checkbox"/> 3214 Tape Controller:	<input type="checkbox"/> S7X-NSC4:
<input type="checkbox"/> 3216 Disk Controller:	<input type="checkbox"/> KC14:
<input type="checkbox"/> 3615 Ethernet Controller:	
<input type="checkbox"/> 3861 Servernet-Ethernet Controller:	
<input type="checkbox"/> 3863 Servernet-FESA Controller:	
<input type="checkbox"/> 3886 AWAN:	
<input type="checkbox"/> 5165 SCSI BIC:	

<u>TAPE DRIVES:QTY</u>	<u>ON-LINE PRINTER:QTY</u>
<input type="checkbox"/> 5175 Tape Sub-System:	<input type="checkbox"/> 5516:
<input type="checkbox"/> 5190 Tape Sub-System w/ACL:	<input type="checkbox"/> 5573/5574:
<input type="checkbox"/> 5242 Tape Drive:	<input type="checkbox"/> 5575:

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List two (2) references where the same or similar scope of services were provided as stated in the solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 5
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS – EXHIBIT 6

MAINTENANCE STAFF EXPERIENCE AND RESUME INSTRUCTIONS

The Exhibit 6A and Exhibit 6B to this Exhibit must be filled out for each employee the CONTRACTOR will assign to work on this project.

INSTRUCTIONS

1. Fill out one Maintenance Staff Experience Form and Resume Form for each maintenance technician the CONTRACTOR is submitting for evaluation.
2. Fill out the Maintenance Staff Experience Form as follows:
 - Fill in the CONTRACTOR name and maintenance technician name in the space provided.
 - Check the shift assignment for the maintenance technician. There should be only one check mark reflecting the technician's **primary** shift assignment. The SHERIFF acknowledges that maintenance technicians will be "on-call" during other shifts, but requires that the information submitted NOT include on-call as it would double count employees. Days hours are from 6:00 a.m. – 2:00 p.m., swing shift hours are from 2:00 p.m. – 10:00 p.m., graveyard hours are from 10:00 p.m. – 6:00 a.m. Weekend hours are all hours of Saturday and Sunday.
 - Indicate with a check mark those units for which the technician has one (1) or more year of maintenance experience. Experience is defined as paid experience as a journeyman maintenance technician responsible for repairing the equipment type and model listed. Experience does not include time spent in maintenance training on the equipment, or time spent in apprenticeship. If training provided is on-the-job training, then the first six (6) months of such job experience is deemed to be apprenticeship, and shall not count toward the one (1) year experience.
3. Fill out one Resume for each technician for which a Maintenance Staff Experience form has been filled out for. A sample is provided below:

EXPERIENCE:

Date to Date Title Company Experience

1/92 – Present Tech ABC Co., Los Angeles CA. Performed maintenance on HP/Tandem K and S series processors.

EDUCATION:

School/College Date Attended Degree/Certificate Earned

Los Angeles Harbor College 1/95 – 6/98 A.A. Liberal Arts

REQUIRED FORMS – EXHIBIT 6A

MAINTENANCE STAFF EXPERIENCE FORM

Contractor's Name: _____

Staff's Name: _____

Shift Assignment: Days ___ Swing ___ Graveyard ___ Weekends ___

For the maintenance technician indicated above, please put a check mark next to the units identified below for which the technician has one (1) or more years' experience:

PROCESSORS:DASD:

- | | |
|---------------------------------|--|
| <input type="checkbox"/> K2000 | <input type="checkbox"/> 42xx Disk Drive |
| <input type="checkbox"/> K20000 | <input type="checkbox"/> 45xx Disk Drive |
| <input type="checkbox"/> S7800 | <input type="checkbox"/> 46xx Disk Drive |

ON-LINE CONTROLLER:

- 3601 Line Printer Controller
- 3605/3606 Comm. Controller
- 3214 Tape Controller
- 3216 Disk Controller
- 3615 Ethernet Controller
- 3861 Servernet-Ethernet Controller
- 3863 Servernet-FESA Controller
- 3886 AWAN
- 5165 SCSI BIC

ON-LINE DISPLAY:

- 6530/6530T
- 6526
- S7X-NSC4
- KC14

TAPE DRIVES:

- | | |
|---|------------------------------------|
| <input type="checkbox"/> 5175 Tape Sub-System | <input type="checkbox"/> 5516 |
| <input type="checkbox"/> 5190 Tape Sub-System w/ACL | <input type="checkbox"/> 5573/5574 |
| <input type="checkbox"/> 5242 Tape Drive | <input type="checkbox"/> 5575 |

ON-LINE PRINTER:

- | | |
|---|------------------------------------|
| <input type="checkbox"/> 5175 Tape Sub-System | <input type="checkbox"/> 5516 |
| <input type="checkbox"/> 5190 Tape Sub-System w/ACL | <input type="checkbox"/> 5573/5574 |
| <input type="checkbox"/> 5242 Tape Drive | <input type="checkbox"/> 5575 |

REQUIRED FORMS – EXHIBIT 6B

MAINTENANCE STAFF RESUME

Resumes are required for those individuals whom the CONTRACTOR expects to assign to service SHERIFF equipment for this project. The resumes must be explicit and relate to the equipment listed in Attachment 1, Equipment Listed by System and Department Site, of Appendix C, so that it is possible to evaluate accurately the person’s experience. List the most recent experience first.

To be accepted as responsive, resumes will be accepted in this format only:

CONTRACTOR’s Name: _____

Staff’s Name: _____

EXPERIENCE

Date to Date	Title	Company/City & State	Experience

EDUCATION

School/College	Date Attended	Degree/Certificate Earned

REQUIRED FORMS - EXHIBIT 7
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors 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 Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Bidder Name

Bidder Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 8

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 9

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles, Department of Consumer and Business Affairs, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

VI.

Print Authorized Name	Authorized Signature		Title	Date

REQUIRED FORMS - EXHIBIT 10
BIDDER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder 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.

CERTIFICATION	YES	NO
1. Bidder has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 11

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder 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 shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

Bidders unable to meet this requirement shall not be considered for contract award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Bidder is willing to provide DPSS with all job openings and job requirements 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 is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Bidder Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

REQUIRED FORMS - EXHIBIT 12

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ 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 County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County 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, are \$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 exception 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 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:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBITS 13

BID FORMS:

EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES

**REQUIRED FORMS - EXHIBIT 13
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES**

Equipment Maintenance Prices - Initial Term - Year One

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 CPU with 128 MB memory	50		\$ -
2	1943	Processor, K20000 with 2 channels, 256 K memory	16		\$ -
3	3214	Controller, tape	2		\$ -
4	3216	Controller, fiber optic, 519x tape	4		\$ -
5	3219	Disk controller for 455 Module	12		\$ -
6	3601	Controller, Line Printer/Universal interface	2		\$ -
7	3605	Communications controller, 4 line	45		\$ -
8	3606-1	Communications controller, 16 line, asynchronous	41		\$ -
9	3615-0	Controller, ethernet, w/o transceiver	39		\$ -
10	3615-1	Controller, ethernet, w/o transceiver	2		\$ -
11	4240	Disk drive, 1038 MB	2		\$ -
12	4250	Disk drive, 2 GB	10		\$ -
13	4260	Disk drive, 4.2 GB	98		\$ -
14	455Mod8	Disk Module, 8 slot	6		\$ -
15	4571S	Disk drive, Single, 4 GB for 455Mod	24		\$ -
16	5145	4MM Dat, Desktop cabinet, no ACL	1		\$ -
17	5165-1	SCSI BIC, External, MFC	25		\$ -
18	5175	Tape Drive, 1600/6250 BPI, modular	1		\$ -
19	5190ACL	Tape subsystem, cartridge in mosaic	5		\$ -
20	55N049	Host serial interface for 5573	6		\$ -
21	6712-6	Torusnet for K20000 SE	1		\$ -
22	7270	Base Cabinet, dual power supplies	25		\$ -
23	7272	K2000 Disk & I/O expansion cabinet	2		\$ -
24	7907-4	Cabinet, Multichannel I/O, 4 Channel	2		\$ -
25	7912	Base Cabinet, K20000	1		\$ -
26	7913	K20000 Cabinet, CPU expansion	3		\$ -

Total Monthly Cost - Initial Term - Year One

\$ -

**REQUIRED FORMS - EXHIBIT 13
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES**

Equipment Maintenance Prices - Initial Term - Year Two

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 CPU with 128 MB memory	50		\$ -
2	1943	Processor, K20000 with 2 channels, 256 K memory	16		\$ -
3	3214	Controller, tape	2		\$ -
4	3216	Controller, fiber optic, 519x tape	4		\$ -
5	3219	Disk controller for 455 Module	12		\$ -
6	3601	Controller, Line Printer/Universal interface	2		\$ -
7	3605	Communications controller, 4 line	45		\$ -
8	3606-1	Communications controller, 16 line, asynchronous	41		\$ -
9	3615-0	Controller, ethernet, w/o transceiver	39		\$ -
10	3615-1	Controller, ethernet, w/o transceiver	2		\$ -
11	4240	Disk drive, 1038 MB	2		\$ -
12	4250	Disk drive, 2 GB	10		\$ -
13	4260	Disk drive, 4.2 GB	98		\$ -
14	455Mod8	Disk Module, 8 slot	6		\$ -
15	4571S	Disk drive, Single, 4 GB for 455Mod	24		\$ -
16	5145	4MM Dat, Desktop cabinet, no ACL	1		\$ -
17	5165-1	SCSI BIC, External, MFC	25		\$ -
18	5175	Tape Drive, 1600/6250 BPI, modular	1		\$ -
19	5190ACL	Tape subsystem, cartridge in mosaic	5		\$ -
20	55N049	Host serial interface for 5573	6		\$ -
21	6712-6	Torusnet for K20000 SE	1		\$ -
22	7270	Base Cabinet, dual power supplies	25		\$ -
23	7272	K2000 Disk & I/O expansion cabinet	2		\$ -
24	7907-4	Cabinet, Multichannel I/O, 4 Channel	2		\$ -
25	7912	Base Cabinet, K20000	1		\$ -
26	7913	K20000 Cabinet, CPU expansion	3		\$ -

Total Monthly Cost - Initial Term - Year Two

\$ -

**REQUIRED FORMS - EXHIBIT 13
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES**

Equipment Maintenance Prices - Initial Term - Year Three

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 CPU with 128 MB memory	50		\$ -
2	1943	Processor, K20000 with 2 channels, 256 K memory	16		\$ -
3	3214	Controller, tape	2		\$ -
4	3216	Controller, fiber optic, 519x tape	4		\$ -
5	3219	Disk controller for 455 Module	12		\$ -
6	3601	Controller, Line Printer/Universal interface	2		\$ -
7	3605	Communications controller, 4 line	45		\$ -
8	3606-1	Communications controller, 16 line, asynchronous	41		\$ -
9	3615-0	Controller, ethernet, w/o transceiver	39		\$ -
10	3615-1	Controller, ethernet, w/o transceiver	2		\$ -
11	4240	Disk drive, 1038 MB	2		\$ -
12	4250	Disk drive, 2 GB	10		\$ -
13	4260	Disk drive, 4.2 GB	98		\$ -
14	455Mod8	Disk Module, 8 slot	6		\$ -
15	4571S	Disk drive, Single, 4 GB for 455Mod	24		\$ -
16	5145	4MM Dat, Desktop cabinet, no ACL	1		\$ -
17	5165-1	SCSI BIC, External, MFC	25		\$ -
18	5175	Tape Drive, 1600/6250 BPI, modular	1		\$ -
19	5190ACL	Tape subsystem, cartridge in mosaic	5		\$ -
20	55N049	Host serial interface for 5573	6		\$ -
21	6712-6	Torusnet for K20000 SE	1		\$ -
22	7270	Base Cabinet, dual power supplies	25		\$ -
23	7272	K2000 Disk & I/O expansion cabinet	2		\$ -
24	7907-4	Cabinet, Multichannel I/O, 4 Channel	2		\$ -
25	7912	Base Cabinet, K20000	1		\$ -
26	7913	K20000 Cabinet, CPU expansion	3		\$ -

Total Monthly Cost - Initial Term - Year Three

\$ -

**REQUIRED FORMS - EXHIBIT 13
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES**

Equipment Maintenance Prices - Extended Term - Year One

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 CPU with 128 MB memory	50		\$ -
2	1943	Processor, K20000 with 2 channels, 256 K memory	16		\$ -
3	3214	Controller, tape	2		\$ -
4	3216	Controller, fiber optic, 519x tape	4		\$ -
5	3219	Disk controller for 455 Module	12		\$ -
6	3601	Controller, Line Printer/Universal interface	2		\$ -
7	3605	Communications controller, 4 line	45		\$ -
8	3606-1	Communications controller, 16 line, asynchronous	41		\$ -
9	3615-0	Controller, ethernet, w/o transceiver	39		\$ -
10	3615-1	Controller, ethernet, w/o transceiver	2		\$ -
11	4240	Disk drive, 1038 MB	2		\$ -
12	4250	Disk drive, 2 GB	10		\$ -
13	4260	Disk drive, 4.2 GB	98		\$ -
14	455Mod8	Disk Module, 8 slot	6		\$ -
15	4571S	Disk drive, Single, 4 GB for 455Mod	24		\$ -
16	5145	4MM Dat, Desktop cabinet, no ACL	1		\$ -
17	5165-1	SCSI BIC, External, MFC	25		\$ -
18	5175	Tape Drive, 1600/6250 BPI, modular	1		\$ -
19	5190ACL	Tape subsystem, cartridge in mosaic	5		\$ -
20	55N049	Host serial interface for 5573	6		\$ -
21	6712-6	Torusnet for K20000 SE	1		\$ -
22	7270	Base Cabinet, dual power supplies	25		\$ -
23	7272	K2000 Disk & I/O expansion cabinet	2		\$ -
24	7907-4	Cabinet, Multichannel I/O, 4 Channel	2		\$ -
25	7912	Base Cabinet, K20000	1		\$ -
26	7913	K20000 Cabinet, CPU expansion	3		\$ -

Total Monthly Cost - Extended Term - Year One

\$ -

**REQUIRED FORMS - EXHIBIT 13
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES**

Equipment Maintenance Prices - Extended Term - Year Two Plus Six Months

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 CPU with 128 MB memory	50		\$ -
2	1943	Processor, K20000 with 2 channels, 256 K memory	16		\$ -
3	3214	Controller, tape	2		\$ -
4	3216	Controller, fiber optic, 519x tape	4		\$ -
5	3219	Disk controller for 455 Module	12		\$ -
6	3601	Controller, Line Printer/Universal interface	2		\$ -
7	3605	Communications controller, 4 line	45		\$ -
8	3606-1	Communications controller, 16 line, asynchronous	41		\$ -
9	3615-0	Controller, ethernet, w/o transceiver	39		\$ -
10	3615-1	Controller, ethernet, w/o transceiver	2		\$ -
11	4240	Disk drive, 1038 MB	2		\$ -
12	4250	Disk drive, 2 GB	10		\$ -
13	4260	Disk drive, 4.2 GB	98		\$ -
14	455Mod8	Disk Module, 8 slot	6		\$ -
15	4571S	Disk drive, Single, 4 GB for 455Mod	24		\$ -
16	5145	4MM Dat, Desktop cabinet, no ACL	1		\$ -
17	5165-1	SCSI BIC, External, MFC	25		\$ -
18	5175	Tape Drive, 1600/6250 BPI, modular	1		\$ -
19	5190ACL	Tape subsystem, cartridge in mosaic	5		\$ -
20	55N049	Host serial interface for 5573	6		\$ -
21	6712-6	Torusnet for K20000 SE	1		\$ -
22	7270	Base Cabinet, dual power supplies	25		\$ -
23	7272	K2000 Disk & I/O expansion cabinet	2		\$ -
24	7907-4	Cabinet, Multichannel I/O, 4 Channel	2		\$ -
25	7912	Base Cabinet, K20000	1		\$ -
26	7913	K20000 Cabinet, CPU expansion	3		\$ -

**Total Monthly Cost - Extended Term - Year Two
Plus Six Month Option**

\$ -

- (1) Equipment List, Department Sites, Quantity and all associated cost are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.
- (2) Equipment is located at various locations throughout the County of Los Angeles. See Attachment 1, Equipment Listed by System and Department Site which details the address and equipment assigned to each location.

**REQUIRED FORMS - EXHIBIT 13
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES**

INITIAL TERM - YEAR ONE - HOURLY RATES	
Rate Category	Hourly Rate
Business Hours	
Monday through Friday, excluding County observed holidays 9:00 a.m. to 5:00 p.m. (Pacific Time)	
Outside Business Hours (Overtime)	

INITIAL TERM - YEAR TWO - HOURLY RATES	
Rate Category	Hourly Rate
Business Hours	
Monday through Friday, excluding County observed holidays 9:00 a.m. to 5:00 p.m. (Pacific Time)	
Outside Business Hours (Overtime)	

INITIAL TERM - YEAR THREE - HOURLY RATES	
Rate Category	Hourly Rate
Business Hours	
Monday through Friday, excluding County observed holidays 9:00 a.m. to 5:00 p.m. (Pacific Time)	
Outside Business Hours (Overtime)	

EXTENDED TERM - YEAR ONE - HOURLY RATES	
Rate Category	Hourly Rate
Business Hours	
Monday through Friday, excluding County observed holidays 9:00 a.m. to 5:00 p.m. (Pacific Time)	
Outside Business Hours (Overtime)	

EXTENDED TERM - YEAR TWO PLUS SIX MONTHS - HOURLY RATES	
Rate Category	Hourly Rate
Business Hours	
Monday through Friday, excluding County observed holidays 9:00 a.m. to 5:00 p.m. (Pacific Time)	
Outside Business Hours (Overtime)	

REQUIRED FORMS - EXHIBIT 14

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this bid, 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 legally authorized to commit the Bidder.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, 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 IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

Name of Firm

Print Name of Signer Title

Signature Date

REQUIRED FORMS - EXHIBIT 15

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS EXHIBIT 16

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles 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, for the following reason:

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:	Title:
Signature:	Date:

Date: _____

REQUIRED FORMS EXHIBIT 17

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

APPENDIX E

**TRANSMITTAL FORM TO REQUEST A
SOLICITATION REQUIREMENTS REVIEW**

FOR

**HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

**INVITATION FOR BIDS (IFB) TRANSMITTAL TO
REQUEST A SOLICITATION REQUIREMENTS REVIEW**

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Bidder: _____

APPENDIX F

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

FOR

HP TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES

IFB NO. 575SH

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX G

JURY SERVICE ORDINANCE

FOR

**HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

APPENDIX H

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

FOR

HP TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES

IFB NO. 575SH

**LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

APPENDIX I

IRS NOTICE 1015

FOR

**HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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 2015 are less than \$53,267 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 8, 2016.

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, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 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 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)

Cat. No. 205991

APPENDIX J

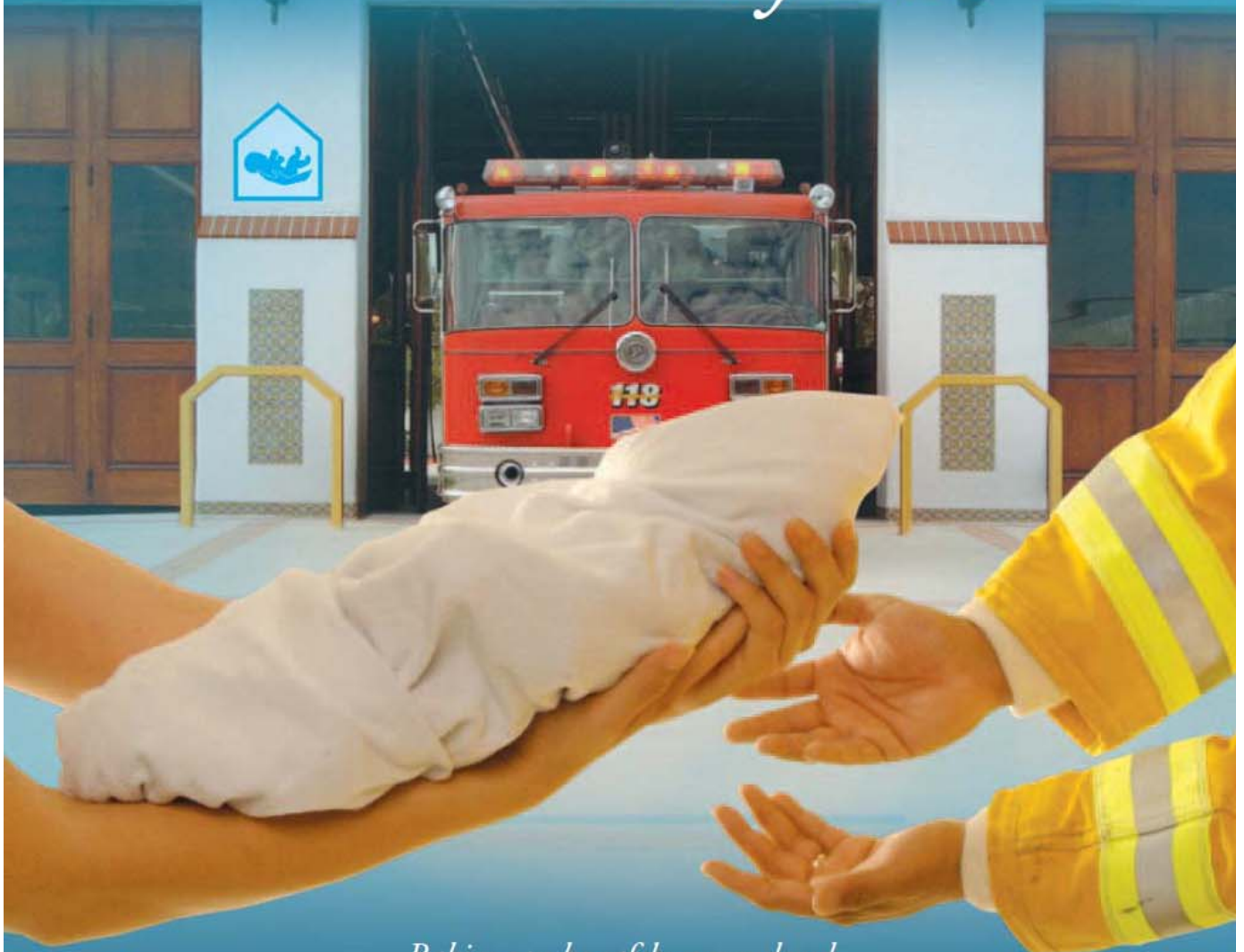
SAFELY SURRENDERED BABY LAW

FOR

**HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

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



Safely Surrendered Baby Law

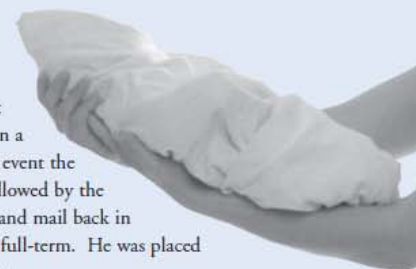
What is the Safely Surrendered Baby Law?

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.

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.



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.

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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



APPENDIX K

**DEFAULTED PROPERTY TAX REDUCTION
PROGRAM**

FOR

**HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

IFB NO. 575SH

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.)

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

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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;

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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.)