CONTRACT FOR
HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
EQUIPMENT MAINTENANCE AND REPAIR SERVICES

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PRICING SCHEDULE

[NOT ATTACHED TO CONTRACT, SEE EXHIBIT 10 (PRICING SCHEDULE) OF APPENDIX B (REQUIRED FORMS) TO THE RFP]

JPA'S ADMINISTRATION

CONTRACT NO.: _____

JPA PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

JPA FACILITY MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

JPA CONTRACT ANALYST:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO.: _____

CONTRACTOR PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

E3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No.: _____

GENERAL INFORMATION:
Contractor referenced above has entered into a contract with the Los Angeles Regional Crime Laboratory Facility Authority, a California Joint Powers Authority (JPA) to provide certain services to the JPA. The JPA requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that 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 JPA 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 JPA 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 JPA pursuant to any agreement between any person or entity and JPA.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the JPA 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 JPA. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the JPA. The JPA 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 JPA work, the JPA 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 JPA.

Contractor and Contractor's Staff hereby agree 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 JPA. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to JPA Project Director and JPA Facility 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 JPA, 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 ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or JPA employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other JPA or County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No.: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the Los Angeles Regional Crime Laboratory Facility Authority, a California Joint Powers Authority (JPA) to provide certain services to the JPA. The JPA requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the JPA for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the JPA by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the JPA pursuant to any agreement between any person or entity and the JPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the JPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the JPA, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the JPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the JPA. In addition, I may also have access to proprietary information supplied by other vendors doing business with the JPA. The JPA 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. I understand that if I am involved in JPA work, the JPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the JPA. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the JPA. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 JPA, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or JPA employees who have a need to know the information. I agree that if proprietary information supplied by other JPA vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No.: _____

Non-Employee Name: _____

GENERAL INFORMATION:

Contractor referenced above has entered into a Contract with the Los Angeles Regional Crime Laboratory Facility Authority, a California Joint Powers Authority (JPA) to provide certain services to the JPA. The JPA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the JPA for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the JPA by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the JPA pursuant to any agreement between any person or entity and the JPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the JPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the JPA, any such investigation will result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the JPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the JPA. In addition, I may also have access to proprietary information supplied by other vendors doing business with the JPA. The JPA 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. I understand that if I am involved in JPA work, the JPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the JPA. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the JPA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 JPA, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or JPA employees who have a need to know the information. I agree that if proprietary information supplied by other JPA vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____

Date:		**Contractor Response Received:**
Contractor:	**Contract No.**	**JPA Representative:**
Contact Person:	**Telephone:**	**JPA Representative Signature:**
Email:		**Email:**

A contract discrepancy(-ies) is specified below. Contractor will take corrective action and respond back to the JPA representative identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	JPA Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					

***Use additional sheets if necessary**

Contractor's Representative Signature ***Date Signed***

Additional Comments:

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** (to be completed by JPA Project Director or Facility Manager)

   Today's Date: _____ Contract No.: _____

   Contractor: _____

   Phone Number: _____

   Invoice Number: _____ Date of Invoice: _____

   Description of Issue(s) with Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   JPA Project Director or Facility Manager

2. **REVIEWED**

   Signed: _____ Date: _____
   JPA Project Director or Facility Manager

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Manager)

   Date received from JPA Project Director or Facility Manager: _____

   Explanation regarding Issue(s) with Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed: _____ Date: _____
   JPA Project Director or Facility Manager

4. **JPA EVALUATION** of Contractor's Response and Action taken.

   _____

   _____

   _____

5. **APPROVED BY JPA/COUNTY**

   _____ Date: _____

   _____ Date: _____

6. **CONTRACTOR NOTIFIED ON** _____ Date: _____

INSTRUCTIONS

1. JPA Project Director or Facility Manager: Forward IDR to Contractor for investigation and response.
2. Contractor: Must respond to JPA Project Director or Facility Manager in writing within five Business Days of receipt of IDR.
3. JPA Project Director or Facility Manager: Forward completed IDR to Contracts Unit.