



TERM CONTRACT AWARD			CONTRACT NO: MA-IS-1840071-4	VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 1383178	
<div style="border: 1px solid black; padding: 5px;"> PITNEY BOWES 2225 AMERICAN DR NEENAH WI 54956 </div>		BUYER: Eric Carlos PHONE: (323) 267-2331 EMAIL: ecarlos@isd.lacounty.gov		
		VENDOR NO: 008569 CONTACT: MARCIE SHELANSKY PHONE: 949-357-7437		
		FISCAL YEAR:		
		EFFECTIVE DATE: 10/17/17 EXPIRATION: 05/14/22		

MAILING, LOGISTICS

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 985-60-00-000592 MAILING EQUIPMENT, RELATED PRODUCTS AND SERVICES FOR RENTAL AND MUNICIPAL LEASE. FOLDING & INSERTING MACHINES AND RELATED SUPPLIES. RENTAL OF POSTAGE METER MINIMUM TRADE DISCOUNT FOR ITEMS NOT COVERED BY NASPO CONTRACT.	0.000		DISCOUNT	17.2500 %
2	COMMODITY CODE: 985-60-00-000593 RENTAL OF MAILING AND LOGISTICS PRODUCTS. MINIMUM TRADE DISCOUNT .	0.000		DISCOUNT	17.2500 %
3	COMMODITY CODE: 600-61-00-000594 PURCHASE OF MAILROOM FURNITURE. MINIMUM TRADE DISCOUNT	0.000		DISCOUNT	17.2500 %
4	COMMODITY CODE: 600-80-00-000596 PITNEY BOWES RELATED SUPPLY PURCHASE. MINIMUM TRADE DISCOUNT.	0.000		DISCOUNT	17.2500 %
5	COMMODITY CODE: 939-52-00-000597 PURCHASE OF MAILING EQUIPMENT AND RELATED PRODUCTS NOT COVERED BY NASPO CONTRACT. MINIMUM TRADE DISCOUNT.	0.000		DISCOUNT	17.2500 %
6	COMMODITY CODE: 600-71-00-000001 PURCHASE OF MAILING EQUIPMENT AND RELATED PRODUCTS FOR ITEMS NOT COVERED BY NASPO CONTRACT. MINIMUM TRADE DISCOUNT	0.000		DISCOUNT	17.2500 %
7	COMMODITY CODE: 600-71-00-000001 PURCHASE OF MAILING EQUIPMENT AND RELATED PRODUCTS FOR ITEMS COVERED BY NASPO CONTRACT. DISCOUNT WILL MIRROR NASPO CONTRACT # ADSP016-169897	0.000		DISCOUNT	0.0000 %

Carla Leung  09/28/2021 04:49 PM PDT
COUNTY OF LOS ANGELES

Ted Lo

 09/28/2021 04:59 PM PDT

VENDOR SIGNATURE/DATE

VENDOR NO: 145031
VENDOR: PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC

ADDRESS: 1305 EXECUTIVE BLVD
SUITE 200
CHESAPEAKE VA 23320

CONTACT: KIM A DOBRINSKY
PHONE: 757-963-5458

VENDOR NO: 127435
VENDOR: PITNEY BOWES BANK INC

ADDRESS: 1245 EAST BRICKYARD RD STE 250

SALT LAKE CITY UT 84106

CONTACT: SHELLEY EHOUSER
PHONE: 203-922-4296

AMENDMENT # 3

THIS AMENDMENT IS ISSUED TO EXTEND THIS AGREEMENT FOR 12 MONTHS FROM 11/1/21 TO 5/14/22, PER MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE ARIZONA NASPO VALUEPOINT MASTER PRICE AGREEMENT NUMBER ADSPO16-169897-AMENDMENT # 9.

ALL OTHER PRICES, TERMS AND CONDITIONS TO REMAIN UNCHANGED.

AMENDMENT # 2 - 10/07/2020

THIS AMENDMENT IS ISSUED TO EXTEND THIS AGREEMENT FOR 12 MONTHS FROM 10/30/20 TO 10/31/21, PER EMAIL FROM MARCIE SHELANSKY ON 9/21/20.

ALL OTHER PRICES, TERMS AND CONDITIONS TO REMAIN UNCHANGED.

AMENDMENT # 1

THIS AMENDMENT IS ISSUED TO ADD THE FOLLOWING VENDOR CODES; 145031 AND 127435, PER EMAIL FROM MARCIE SHELANSKY 7/14/2020.

F.O.B. DELIVERED.
FREIGHT PREPAID AND ALLOWED
VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)
COUNTY: TAKES OWNERSHIP AT DESTINATION

TERMS AND CONDITIONS ARE IN ACCORDANCE WITH RFQ-IS-18260088.

PRICE OF PRODUCT INCLUDES FREIGHT AND INSTALLATION.

LIQUIDATED DAMAGES
ALL TIME LIMITS STATED IN THE PURCHASE ORDER ARE OF THE ESSENCE. SHOULD THE DELIVERY NOT BE COMPLETED ON OR BEFORE THE TIME STIPULATED, IT IS MUTUALLY AGREED BY AND BETWEEN THE SUCCESSFUL BIDDER AND THE COUNTY OF LOS ANGELES THAT:
A DELAY IN DELIVERY WOULD SERIOUSLY AFFECT THE PUBLIC AND THE OPERATION OF THE LOS ANGELES COUNTY. THAT A REDUCTION IN THE UNIT PRICE OF TWENTY-FIVE DOLLARS (\$25.00) PER CALENDAR DAY FOR EACH AND EVERY DAY FOR EACH UNIT WHICH EXCEEDS THE DELIVERY TIME SET FORTH IN THE PURCHASE ORDER IS THE NEAREST MEASURE OF DAMAGES FOR EACH DELAY THAT CAN BE FIXED AT THIS TIME, THEREFORE, THE COUNTY AND THE SUCCESSFUL BIDDER HEREBY ESTABLISH SAID REDUCTION IN THE UNIT PRICE OF TWENTY-FIVE DOLLARS (\$25.00) PER CALENDAR DAY FOR EACH AND EVERY DAY OF DELAY FOR EACH UNIT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY OR FORFEITURE FOR THE BREACH OF AGREEMENT TO COMPLETE DELIVERY BY THE SUCCESSFUL BIDDER ON OR BEFORE THE TIME SPECIFIED IN THE PURCHASE ORDER.

LIQUIDATED DAMAGES SHALL NOT APPLY TO TIME ELAPSING BETWEEN DATE OF DELIVERY AND DATE OF NOTIFICATION TO THE SUCCESSFUL BIDDER OF REJECTION OF SUBSPECIFICATION MATERIAL.

THE ABOVE CONDITIONS MAY BE INVOKED IF DELIVERIES EXCEED THE SPECIFIED TIME OR IF REPLACEMENT OF MATERIAL NOT MEETING SPECIFICATIONS EXCEEDS SPECIFIED TIME.

SHOULD THE SUCCESSFUL BIDDER BE OBSTRUCTED OR DELAYED IN THE WORK REQUIRED TO BE DONE HERewith BY CHANGES IN THE WORK OR BY ANY DEFAULT, ACT, OR OMISSION OF THE COUNTY, OR BY STRIKES, FIRES, ACTS OF GOD, OR BY THE INABILITY TO OBTAIN MATERIALS, EQUIPMENT, OR LABOR DUE TO FEDERAL GOVERNMENT RESTRICTIONS ARISING OUT OF THE DEFENSE OR WAR PROGRAM, THEN THE TIME OF COMPLETION SHALL BE EXTENDED FOR SUCH PERIODS AS MAY BE AGREED UPON BY COUNTY AND THE

SUCCESSFUL BIDDER.

IF THERE IS INSUFFICIENT TIME TO GRANT EXTENSIONS PRIOR TO COMPLETION DATE OF THE CONTRACT, THE COUNTY MAY, AT THE TIME OF ACCEPTANCE OF THE WORK, WAIVE LIQUIDATED DAMAGES WHICH MAY HAVE ACCRUED FOR FAILURE TO COMPLETE THE WORK ON TIME DUE TO ANY OF THE ABOVE, AFTER HEARING EVIDENCE AS TO THE REASONS FOR SUCH DELAY AND MAKING A FINDING AS TO THE CAUSE OF SAME.

IN THE EVENT THAT THE SUCCESSFUL BIDDER IS ON STRIKE AT THE TIME OF THE AWARD OF THE BID, THE COUNTY RESERVES THE OPTION TO ACCEPT THE FIRST ACCEPTABLE BID FROM A MANUFACTURER THAT IS NOT ON STRIKE.

TIME SPECIFIED IN THE PO SHALL IN NO EVENT BE SOONER THAN THIRTY (30) DAYS FROM THE DATE OF THE SUBMISSION OF THE ORDER.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

DAMAGE TO BUILDINGS, APPURTENANCES AND FURNISHINGS MUST BE AVOIDED. DAMAGE CAUSED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED, AS DIRECTED, AT NO COST TO THE COUNTY OF LOS ANGELES.

INSURANCE COVERAGE REQUIREMENTS (APPLIES ONLY TO CONTRACTOR EMPLOYEES AND NOT EQUIPMENT):

GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:

GENERAL AGGREGATE: \$2 MILLION

PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION

PERSONAL AND ADVERTISING INJURY: \$1 MILLION

EACH OCCURENCE: \$1 MILLION

AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL 'OWNED' 'HIRED' AND 'NON-OWNED' VEHICLES, OR COVERAGE FOR 'ANY AUTO'.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.

IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:

EACH ACCIDENT: \$1 MILLION

DISEASE - POLICY LIMIT: \$1 MILLION

DISEASE - EACH EMPLOYEE: \$1 MILLION

PROPERTY COVERAGE: SUCH INSURANCE SHALL BE ENDORSED NAMING THE COUNTY OF LOS ANGELES AS LOSS PAYEE, AND SHALL INCLUDE:

PERSONAL PROPERTY: MOBILE EQUIPMENT - SPECIAL FORM ('ALL RISK') COVERAGE FOR THE ACTUAL CASH VALUE OF COUNTY-OWNED OR LEASED PROPERTY.

REAL PROPERTY AND ALL OTHER PERSONAL PROPERTY - SPECIAL FORM ('ALL RISK') COVERAGE FOR THE FULL REPLACEMENT VALUE OF COUNTY-OWNED OR LEASED PROPERTY.

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
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<p>INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND 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 ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY.</p> <p>GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.</p> <p>EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:</p> <p>ATTN: TED LO</p> <p>COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE RM #G115 LOS ANGELES, CA 90063</p> <p>SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:</p> <ol style="list-style-type: none"> (1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT. (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT. (3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE. (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT. <p>INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND SUBSEQUENT AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR ANY PREMIUM COSTS ADVANCED BY COUNTY FOR SUCH INSURANCE.</p> <p>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:</p> <ol style="list-style-type: none"> (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER SUBSEQUENT AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE. (2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING 		

FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER SUBSEQUENT AGREEMENT.

(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.

(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF SUBSEQUENT AGREEMENT.

COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.

INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER SUBSEQUENT AGREEMENT MEET THE INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT BY EITHER:

- (1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTOR, OR
- (2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.

WARRANTY:
PARTS AND LABOR WARRANTY IS ONE (1) YEAR ON NASPO

CONTACT PERSON AND TELEPHONE NUMBER IN CASE WARRANTY PARTS OR LABOR ARE NECESSARY:
SERVICE DEPARTMENT TELEPHONE: 877-213-7284

WARRANTY TO BECOME EFFECTIVE AS OF RECEIPT AND ACCEPTANCE OF MATERIAL.

AUTHORIZATION WARRANTY
CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORIZATION.

THE COUNTY'S STANDARD TERMS AND CONDITIONS ARE MODIFIED AS FOLLOWS:

SECTION 7: CANCELLATION: ADD: ANY LEASE WRITTEN UNDER THIS CONTRACT WILL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THE LEASE SUBJECT TO TERMINATION PROVISIONS CONTAINED WITHIN SUCH LEASE.

SECTION 13: DEFAULT: a: ADD: AND FAILS TO CURE SUCH BREACH WITHIN THIRTY (30) WORKING DAYS (OR SUCH LONGER PERIOD AS THE COUNTY MAY AUTHORIZE IN WRITING) AFTER RECEIPT OF WRITTEN NOTICE FROM THE COUNTY SPECIFYING SUCH FAILURE.

SECTION 19: MOST FAVORED CUSTOMER: IS REMOVED IN ITS ENTIRETY.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. 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 Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

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PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. 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.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section 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.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.
- B. 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 Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

- The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

FEDERAL UNIFORM GUIDELINE CLAUSE

By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

COMPLIANCE WITH COUNTY POLICY OF EQUITY

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