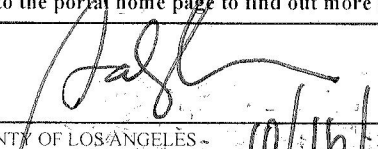




LOS ANGELES COUNTY  
COUNTY COUNSEL  
PURCHASE ORDER



<b>FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO</b> <a href="https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf">https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf</a>				<b>ORDER NUMBER</b> PO-CC-18321923-1		<b>AWARD DATE</b> 10/16/17	
<b>BILL TO:</b>  COUNTY COUNSEL COUNTY COUNSEL 500 W. TEMPLE ST STE 648  LOS ANGELES CA 90012				ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.			
				ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact : Sally Luu Phone : 323-267-2304 Email : sluu@isd.lacounty.gov			
<b>VENDOR NAME, STREET, CITY, STATE, ZIP CODE:</b>  IRON KITE TECHNOLOGIES INC 2351 SUNSET BLVD SUITE 170-107  ROCKLIN CA 95765				SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE)  COUNTY COUNSEL 500 W. TEMPLE ST. 6TH FL.  LOS ANGELES CA 90012 PROCUREMENT FOLDER : 1368427			
				CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) COUNTY COUNSEL 2139741844			
<b>DELIVERY DATE</b> 10/16/17		<b>FOB POINT</b> FOB Destination, Freight Prepaid and Allowed		<b>AGENCY REQ. NUMBER</b> 3191 SO	<b>CONTRACT NUMBER</b>	<b>TOTAL AMOUNT OF ORDER</b> \$22,891.31	
<b>DATE PRINTED</b> 10/16/2017	<b>VENDOR NO.</b> 175583	<b>PROMPT PAYMENT TERM</b>	<b>TERM 1</b> DISCOUNT: 0.00 DAYS: 30	<b>TERM 2</b> DISCOUNT: 0.00 DAYS: 0	<b>TERM 3</b> DISCOUNT: 0.00 DAYS: 0	<b>TERM 4</b> DISCOUNT: 0.00 DAYS: 0	
<b>LINE NO.</b>	<b>COMMODITY/SERVICE DESCRIPTION</b>			<b>QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.  COMMODITY CODE: 208-63-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:  STOCK ITEM DESCRIPTION:  DESCRIPTION: SOFTWARE - MAINTENANCE - ANNUAL RENEWAL VMWARE ENTERPRISE PLUS ACCELERATION KIT FOR 8 PROC VMWARE #VS4-ENT-PL-AK-P-SSS-C  ADDITIONAL SHIPPING INFORMATION : ***** ELECTRONIC DELIVERY *****			1.00000	EA	\$3,213.210000	\$3,213.21 \$0.00
LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: <a href="http://lacovss.lacounty.gov">http://lacovss.lacounty.gov</a> Go to the portal home page to find out more about the benefits to vendors who do business with the County.							
 COUNTY OF LOS ANGELES 10/16/17							



LOS ANGELES COUNTY  
COUNTY COUNSEL  
PURCHASE ORDER



<b>FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO</b> <a href="https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf">https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf</a>				<b>ORDER NUMBER</b> PO-CC-18321923-1		<b>AWARD DATE</b> 10/16/17																	
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PRICE SHEET			PURCHASE ORDER		
VENDOR NO: 175583 VENDOR: IRON KITE TECHNOLOGIES INC					Page 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
2	<p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200192</p> <p>COMMODITY CODE: 208-63-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:</p> <p>DESCRIPTION: VMWARE VSPHERE 6 ENTERPRISE PLUS FOR 1 PROCESSOR VMWARE #VS6-EPL-P-SSS-C</p> <p>ADDITIONAL SHIPPING INFORMATION : ***** ELECTRONIC DELIVERY *****</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200192</p>	10.000000	EA	\$845.810000	\$8,458.10 \$0.00
3	<p>COMMODITY CODE: 208-63-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:</p> <p>DESCRIPTION: VMWARE SITE RECOVERY MANAGER 6 ENTERPRISE (1VM) VMWARE #VC-SRM6-ENT-P-SSS-C</p> <p>ADDITIONAL SHIPPING INFORMATION : ***** ELECTRONIC DELIVERY *****</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200192</p>	30.000000	EA	\$120.000000	\$3,600.00 \$0.00
4	<p>COMMODITY CODE: 208-63-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:</p> <p>DESCRIPTION: VCENTER SITE RECOVERY MANAGER 4 ACCELERATION KIT FOR VSPHERE ENTERPRISE PLUS VMWARE #VC-SRM4E-AK-P-SSS-C</p> <p>PERIOD: 9/20/17 THRU 9/19/18</p> <p>DEPT CONTACT: MATTHEW DER 213.974.1959 E; MDER@COUNSEL.LACOUTY.GOV</p> <p>S&amp;S -3191 Unit - 11051</p> <p>ADDITIONAL SHIPPING INFORMATION : ***** ELECTRONIC DELIVERY *****</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200192</p>	1.000000	EA	\$7,620.000000	\$7,620.00 \$0.00

SPECIAL TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-CC-18321923-1	
VENDOR NO: 175583 VENDOR: IRON KITE TECHNOLOGIES INC		Page 3
APPLICABLE SALES TAX TO BE CHARGED FOR MEDIA DELIVERY ONLY. THE COUNTY OF LOS ANGELES IS HEREBY REQUESTING ELECTRONIC DELIVERY OF ALL SOFTWARE AND UPDATES; THEREFORE, THIS PURCHASE SHALL BE NONTAXABLE.		

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-CC-18321923-1
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**COUNTY OF LOS ANGELES  
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By \_\_\_\_\_

This certificate is applicable only when signed by an authorized person.

**TERMS AND CONDITION OF PURCHASE**

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. 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 delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.
5. **PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-CC-18321923-1
VENDOR NO: 175583 VENDOR: IRON KITE TECHNOLOGIES INC	Page 5
<p>7. CANCELLATION: Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.</p> <p>8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.</p> <p>9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.</p> <p>10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.</p> <p>10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor 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.</p> <p>11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.</p> <p>12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.</p> <p>13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:</p> <p>a. Vendor has materially breached the Purchase Order; or</p> <p>b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service. or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.</p> <p>In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.</p> <p>The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p>	

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-CC-18321923-1
VENDOR NO: 175583 VENDOR: IRON KITE TECHNOLOGIES INC	Page 6
<p>14. <b>INVALIDITY, REMEDIES NOT EXCLUSIVE:</b> If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.</p> <p>15. <b>COMPLIANCE WITH LAWS:</b> The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.</p> <p>The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives</p> <p>16. <b>NONDISCRIMINATION:</b> By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).</p> <p>17. <b>FORCE MAJEURE:</b> Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority</p> <p>18. <b>NON-EXCLUSIVITY:</b> Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.</p> <p>19. <b>MOST FAVORED CUSTOMER:</b> Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.</p> <p>20. <b>WAIVER:</b> No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p> <p>21. <b>ACCEPTANCE:</b> Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.</p> <p>22. <b>SPARE PARTS:</b> Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.</p> <p>23. <b>ENTIRE AGREEMENT MODIFICATIONS:</b> This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.</p>	

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-CC-18321923-1
VENDOR NO: 175583 VENDOR: IRON KITE TECHNOLOGIES INC	Page 7
<p>24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. 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.</p> <p>The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.</p> <p>The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.</p> <p>25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.</p> <p>26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.</p> <p>27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material beach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.</p> <p>28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for 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 Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.</p> <p>29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.</p> <p>The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.</p> <p>Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.</p> <p>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 available on the Internet at <a href="http://www.babysafela_org">www.babysafela_org</a> for printing purposes.</p>	



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<p data-bbox="86 293 1410 322"><b>31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</b></p> <p data-bbox="86 353 1465 443">The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.</p> <p data-bbox="86 474 1506 651">As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use 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}.</p> <p data-bbox="86 683 1490 891"><b>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</b> Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, 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/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.</p> <p data-bbox="86 922 1465 1160"><b>32. PAYROLL RECORDS:</b> Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.</p> <p data-bbox="86 1191 804 1220">Certified payroll shall be submitted upon request and shall include:</p> <ul data-bbox="86 1220 906 1635" style="list-style-type: none"> <li>A. Original Document</li> <li>B. Company Name &amp; Address</li> <li>C. Account Number/Project Number</li> <li>D. Project Name and Address</li> <li>E. Authorizing county Department and Purchase Order or Contract Number</li> <li>F. Period of Time in which Work is Being Performed</li> <li>G. Employee Name, Address and Social Security Number</li> <li>H. Work Classification, Including Sub-classification</li> <li>I. Hours Paid</li> <li>J. Rate of Pay</li> <li>K. Deductions</li> <li>L. Payroll Check Number</li> <li>M. Benefits</li> <li>N. Signature of Employee Authorized to Certify Payroll</li> </ul> <p data-bbox="86 1666 544 1695">Prevailing wage Scale Wherever required:</p> <ul data-bbox="86 1727 1490 1870" style="list-style-type: none"> <li>A. The Contractor shall comply with all provisions of the Labor Code of the State of California.</li> <li>B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.</li> </ul>	

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<p>C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.</p> <p>D. Current prevailing wage rates may be obtained at:</p> <p style="text-align: center;"><a href="http://www.dir.ca.gov/DLSR/PWD/Apprentice.htm">www.dir.ca.gov/DLSR/PWD/Apprentice.htm</a></p> <p>Division of Labor Standards Enforcement 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102</p> <p>(415) 703-4810</p> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY AND DEBARMENT</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p>	

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<p style="text-align: center;"><b>PROHIBITION AGAINST USE OF CHILD LABOR</b></p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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</li> <li>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</li> </ol> <p>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.</p> <p>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.</p> <p>A. Jury Service Program.</p> <p>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.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> <li>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 a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee 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.</li> <li>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 tot he 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.</li> <li>3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor 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 the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.</li> <li>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 contracts for a period of time consistent with the seriousness of the breach.</li> </ol>	

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<p data-bbox="84 313 770 342"><b>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</b></p> <p data-bbox="84 374 1497 490">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.</p> <p data-bbox="105 521 509 551"><b>ASSIGNMENT BY CONTRACTOR</b></p> <p data-bbox="84 582 1501 730">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.</p> <p data-bbox="84 761 1501 909">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.</p> <p data-bbox="84 940 1497 1088">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.</p>		