



DEPARTMENT OF PUBLIC HEALTH

INVITATION FOR BIDS (IFB) FOR LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES

IFB: #2024-009

November 2024

Prepared By
County of Los Angeles
Department of Public Health
Contracts and Grants Division

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APPENDICES

- A Sample Contract:** Identifies the terms and conditions in the Contract and includes Exhibit A, Statement of Work.
- B Required Forms:** Forms that must be completed and included in the bid.
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to the Department requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- E Pricing Sheet Instructions:** Provides instruction on how to complete the pricing sheets (Exhibits 9A, 9B, and 9C of Appendix B, Required Forms).

1.0 SOLICITATION INFORMATION

IFB Release Date	November 5, 2024
IFB Contact	Vincent Tran, Contract Analyst Email: vtran@ph.lacounty.gov Copy: Lisa Combs, Contract Supervisor Email: lcombs@ph.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	November 12, 2024
Written Questions Due	November 12, 2024
Questions and Answers Released via Addendum	November 26, 2024
Bids Due	December 3, 2024 by 3:00 PM PT
Anticipated Contract Term	July 1, 2025 through June 30, 2027
Minimum Mandatory Requirements (MMR)	See Section 3.0 for Bidder Minimum Mandatory Requirements.

2.0 GENERAL INFORMATION

2.1 Purpose

The County of Los Angeles (County) Department of Public Health (Public Health) is issuing this Invitation for Bids (IFB) to solicit bids for a contract with a provider of laboratory and clinic equipment and medical device maintenance, calibration, and repair services within Public Health's Public Health Laboratory (PHL) and Community Health Services (CHS) health centers.

Public Health's mission is to protect health, prevent disease, and promote the health and well-being of all residents in Los Angeles County (LAC).

Public Health's PHL is a specially licensed laboratory responsible for supporting all disease control and environmental health activities within Public Health programs and services. The PHL provides laboratory services for County CHS health centers, community-based personal health centers, six County hospitals, County environmental management and veterinary units, and private health care providers. PHL services include the following basic functions: a) assistance in diagnosis, control, and prevention of those illnesses of public health concern; b) assistance in epidemiologic investigations of pollution of air, water, and food; c) monitoring and control of environmental health and safety; d) assistance in the evaluation and research of health programs in the community; e) provision of laboratory services for specialized health department programs; f) provision of information and consultation to private laboratories and the medical community; and (g) provision of laboratory services not otherwise available locally.

Organizationally, Public Health's PHL is divided into the following sections: Bacteriology and Parasitology, Bioterrorism and Research, Central Accessioning, Chemical Terrorism and Lead, Molecular Diagnostics, Molecular Epidemiology, Research, Sequencing, Serology, Virology, Mycobacteriology and Mycology, Viral Load, and Water Sanitation.

Public Health's CHS mission is to protect health, prevent disease, and promote health and well-being across the life span through targeted population-based interventions and service operations that improve health and quality of life, and reduce health disparities. CHS achieves this mission through its health centers by providing clinical services, conducting surveillance and medical case management of reportable communicable diseases, containing the spread of communicable diseases, and providing numerous outreach activities to engage the community as active participants to improve the health of residents. CHS health centers provide these services for free or low-cost to those without insurance or a regular health care provider. Services focus on population-based interventions, such as immunizations and screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STD).

2.1.1 Location of Services and Inventory List

Refer to Appendix A, Statement of Work - Attachment 1, Facility Location and Inventory List.

2.2 Availability of Funding

Public Health anticipates awarding one contract in an estimated amount not to exceed \$250,000 annually.

Funding is an estimate and is subject to change. The amount of funding available to support these services is subject to the availability of funds from local, State, and federal resources.

2.3 Overview of Solicitation Document

This IFB:

- 2.3.1** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- 2.3.2** Contains instructions to Bidders on how to prepare and submit their Bid.
- 2.3.3** Explains how the Bids will be reviewed and selected.
- 2.3.4** The following appendices are incorporated by reference into and made a part of this IFB:
 - A Sample Contract:** Lists the terms and conditions in the Contract and includes Exhibit A, Statement of Work.
 - B Required Forms:** Forms contained in this section must be completed and included in the Bid.
 - C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to the Department requesting a Solicitation Requirements Review.
 - D Background and Resources: California Charities Regulation**
 - E Pricing Sheet Instructions:** Provides instruction on how to complete the pricing sheets (Exhibits 9A, 9B, and 9C of Appendix B, Required Forms).

2.4 Terms and Definitions

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

2.5 Contract Term

The Contract term will be for a period of three years, commencing on **April 1, 2025 and continuing through March 31, 2028.**

The County has the sole option to extend the Contract term for two additional years, for a maximum total Contract term of five years. Each such option will be exercised at the sole discretion of the Director of Public Health, or designee, as authorized by the Board of Supervisors (Board), subject to Contractor performance and the availability of funding.

2.6 Contract Rates

Contractor's rates will remain firm and fixed for the term of the Contract, including any optional extension periods.

2.7 Days of Operation

The selected contractor is required to provide laboratory and clinic equipment and medical device maintenance, calibration, and repair services during the days and hours listed in Paragraph 7.0 of Exhibit A, Statement of Work.

2.8 Indemnification and Insurance

In addition to all other contractual requirements, the selected contractor is required to comply with the indemnification provisions contained in Appendix A (Sample Contract), Paragraph 6.6 (Indemnification). Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance, along with associated amounts specified in Appendix A (Sample Contract), Paragraphs 6.7 (General Provisions for all Insurance Coverages) and 6.8 (Insurance Coverage Requirements).

3.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample Contract), are invited to submit bids, provided they meet the following minimum mandatory requirements at the time of bid submission.

NOTE: Subcontractor(s) and/or consultant(s) may not be used to meet any of the Minimum Mandatory Requirements.

- 3.1** Bidders must have a minimum of four years of experience, within the last five years, providing laboratory and biomedical equipment preventive maintenance,

calibration, and repair services that follow the Original Equipment Manufacturers' (OEM) recommendations.

- 3.2** Bidders must have a minimum of two years of experience, within the last five years, providing service-tracking, inventory database, comprehensive equipment and medical device inventory and preventive maintenance and calibration services scheduling, comparable to the services identified in Exhibit A (Statement of Work) of Appendix A (Sample Contract).
- 3.3** If a Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Bidder must not have unresolved questioned costs identified by the A-C, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 County's Right to Amend IFB

The County has the right to amend this IFB by written addendum. The County is responsible only for that which is expressly stated in this IFB and any authorized written addenda thereto. Such addendum will 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 will not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

4.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board 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.

4.3 County Option to Reject Bids

The County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. The County will not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. The County reserves the right to waive inconsequential disparities in a submitted Bid.

4.4 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 resulting contract. The cost of background checks is the responsibility of the selected contractor.

5.0 NOTIFICATION TO BIDDERS

5.1 Public Records Act

5.1.1 Responses to this solicitation 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 ([Services Contract Solicitation Protest](#)).

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's 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."

5.1.2 The County will 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 will not be deemed sufficient notice of exception. Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.2 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and e-mailed to:

Vincent Tran, Contract Analyst
vtran@ph.lacounty.gov

Copy: Lisa Combs, Contract Supervisor
lcombs@ph.lacounty.gov

If it is discovered that a 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.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all Bidders must register in the County's WebVen. WebVen contains the Bidder'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/>.

5.4 Protest Process

5.4.1 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 5.4.3 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 County department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 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 to do so.

5.4.3 Grounds for Review

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

5.4.3.1 Review of Solicitation Requirements (Reference Paragraph 9.1)

5.4.3.2 Review of a Disqualified Bid (Reference Paragraph 9.2)

5.4.3.3 Review of Department's Proposed Contractor Selection (Reference Paragraph 9.3)

5.5 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, will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder must certify that he/she is aware of and has read [Section](#)

[2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Bidder Responsibility

- 5.6.1** 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.
- 5.6.2** 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 a subcontractor and of which the Bidder had no knowledge will not be the basis of a determination that the Bidder is not responsible.
- 5.6.3** The County may declare a Bidder to be non-responsible for purposes of this IFB if the Board, 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.
- 5.6.4** If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board that the Bidder be found not responsible. The Department will 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.
- 5.6.5** If the Bidder presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder will reside with the Board.

5.6.6 These terms will also apply to proposed subcontractors of Bidders on County contracts.

5.7 Contractor Debarment

5.7.1 Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar contractors 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 years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of a contractor's existing contracts with County, if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the 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. These terms also apply to proposed subcontractors of contractors on County contracts.

5.7.2 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Improper Consideration

5.8.1 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. Bidders must 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.

5.8.2 Notification to County

Bidders must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-

6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

5.8.3 Form of Improper Consideration

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

5.9 County Lobbyist Ordinance

The County 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 is 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](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN/START Participants for Employment

5.10.1 As a threshold requirement for consideration for contract award, Bidders must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders must attest to a willingness to provide employed GAIN/START participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Bidders who are unable to meet this requirement will not be considered for contract award. Bidders must complete and return Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), along with their Bid.

5.11 Jury Service Program

5.11.1 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 review the Jury Service Ordinance and Paragraph 6.24 (Compliance with County's Jury Service Program) of Appendix A (Sample Contract). 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.

5.11.2 Bidders must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms). If a Bidder 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 3 (Certification of Compliance) of Appendix B (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 Bid, the County will determine, in its sole discretion, whether the Bidder falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Pending Acquisitions/Mergers by Bidding Company

Bidders must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If a Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by Bidders in Exhibit 2 (Bidder's Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of a Bidder to provide this information may eliminate its Bid from any further consideration. Bidders will have a continuing obligation to notify the County and update any changes to its response in Exhibit 2 (Bidder's Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation process.

5.13 Charitable Contributions Compliance

5.13.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Bidders should carefully read the Background and Resources: California Charities

Regulation, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

- 5.13.2** All Bidders must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), which is a required part of any agreement with the County.
- 5.13.3** Bidders that do not complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms) as part of this solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both ([County Code Chapter 2.202](#)).

5.14 Defaulted Property Tax Reduction Program

- 5.14.1** 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](#)). Bidders should reference the pertinent provisions in Paragraphs 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract). The Defaulted Tax Program applies to both contractors and their subcontractors.
- 5.14.2** Bidders are required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 3 (Certification of Compliance) in Appendix B (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-compliant contractor ([Los Angeles County Code, Chapter 2.202](#)).
- 5.14.3** Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

5.15.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

5.15.2 Bidders are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, the selected contractor is required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

5.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.16.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

5.16.2 Upon contract award, or at the request of the A-C and/or Public Health, the selected contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process payments and comply with all accounting, record keeping, and tax reporting requirements.

5.16.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.16.4 Upon contract award or at any time during the duration of the agreement/contract, the selected contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

5.17 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.17.1 On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County

to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#).

- 5.17.2** Bidders are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors are in full compliance with Government Code [Section 12952](#), as indicated in the Sample Contract. Further, the selected contractor is required to comply with the requirements under Government Code [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

5.18 Contractor Alert Reporting Database

- 5.18.1** The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

- 5.18.2** The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining Bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the [Los Angeles County Code Chapter 2.202](#), and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

5.19 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

5.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program which includes business enterprises certified as disadvantaged business

enterprises, disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. Each Bidder's CBE participation must be reflected in Exhibit 7 (Community Business Enterprise (CBE) Information form) in Appendix B (Required Forms).

All Bidders must document efforts taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under any resultant contract. Bidders must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender and will be based on the Bidder's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail a request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing.**" For additional information, contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding 12 months by the party or their agent. State regulations require this disclosure to be made at the time a bid is submitted, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Bidders are advised that they and all of their subcontractors must complete and return as part of the bid, the Contribution and Agent Declaration included in Exhibit 12 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Bidders are further advised that they and their subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of this solicitation if a contribution is made after the initial disclosure when the bid is submitted, and as requested at any time by the County prior to contract award. Failure by any Bidder or any subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 12, and failure by a Bidder or any subcontractor(s) to update the declaration as required by law or as otherwise requested by the County may eliminate the bid from further consideration and/or the Bidder may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Bidders and subcontractors are prohibited

under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for 12 months after the date a final decision is made in the contract proceeding involving this solicitation.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1** The County has three Preference Programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. These Preference Programs and how to obtain certification are further explained in paragraphs 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's Preference Programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 15% in response to any County solicitation.
- 6.1.4** 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 LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1** The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2** The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter

("Certification for Non-Federally Funded Solicitations") from DCBA with their Bid.

6.3 Social Enterprise (SE) Preference Program

6.3.1 The County will apply the SE preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

6.3.2 The business must be certified by DCBA prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.3.3 Businesses must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter ("Certification for Non-Federally Funded Solicitations") from DCBA with their Bid.

6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.4.1 The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).

6.4.2 The business must be certified by DCBA prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.4.3 Businesses requesting the DVBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit a letter of certification from DCBA with their Bid.

6.5 Preference Program Enterprises (PPEs) – Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

7.0 INVITATION FOR BIDS (IFB) REQUIREMENTS

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

7.1 County Responsibility

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

7.2 Truth and Accuracy of Representations

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

7.3 Bidder Questions

Bidders may submit written questions regarding this IFB by e-mail to: **Vincent Tran** at vtran@ph.lacounty.gov and copy **Lisa Combs** at lcombs@ph.lacounty.gov. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to this IFB.

7.4 Preparation of the Bid

Bidders may only submit one Bid each, which must be submitted via e-mail to: **Vincent Tran** at vtran@ph.lacounty.gov with a copy to **Lisa Combs** at lcombs@ph.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information).

7.5 Bid Format and Review Process

Bids must follow the content and sequence listed below:

7.5.1 Bid Cover Letter

Bidders must include a Bid Cover Letter. The Bid Cover Letter must be on agency letterhead, and addressed to:

Vincent Tran, Contract Analyst
County of Los Angeles, Department of Public Health
Contracts and Grants Division

The Bid Cover Letter must include the following:

- a. A statement that the Bid is submitted in response to the "Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services, IFB: #2024-009."
- b. The annual Bid amount for Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services.

- c. A statement that the Bidder bears sole and complete responsibility for all work as outlined in Appendix A (Sample Contract) and as defined in Exhibit A (Statement of Work).
- d. The name, telephone number, and e-mail address of the Bidder's representative/contact person for the Bid.
- e. The signature of the agency's Executive Director, Chief Executive Officer, or other authorized designee with a statement that the designee is authorized to bind the Bidder in a contract.

No additional information should be included in the Bid Cover Letter.

7.5.2 Table of Contents

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

7.5.3 Pricing Sheet(s) (Section A)

Bidders must complete and submit Exhibits 9A, 9B, and 9C (Pricing Sheets) as provided in Appendix B (Required Forms).

Bidders must complete and submit Exhibit 10 (Certification of Independent Price Determination and Acknowledgement of IFB Restrictions) as provided in Appendix B (Required Forms).

Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the LSBE, SE, or DVBE Preference, the lowest bid price will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all bidders who requested and were granted the preference.

In no case will any preference be combined to exceed 15% of the lowest responsible bid meeting specifications.

7.5.4 Bidder's Qualifications (Section B)

This section should demonstrate that the Bidder's organization has the experience to perform the required services. The following subsections must be included:

7.5.4.1 Bidder Background and Experience (Section B.1)

Bidders must complete, sign, and date Exhibit 2 (Bidder's Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the Bidder in a contract.**

Bidders must provide a summary of relevant background information to demonstrate the Bidder meets the minimum requirements stated in Paragraph 3.0 (Bidder's Minimum Requirements) of this IFB and has the capability to perform the required services.

Taking into account the structure of a Bidder's organization, Bidders must determine which of the below referenced supporting documents the County requires. If a 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):

Bidders 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:

Bidders 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.

The review will include verification of references submitted, a review of the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

7.5.4.2 Bidder References (Section B.2)

Bidders must provide three references where the same or similar scope of services was provided to demonstrate

meeting the Minimum Mandatory Requirements identified in Paragraph 3.0 of this IFB. Bidders may provide three additional references in the event that a reference is non-responsive. Additionally, Bidders must include all public entities contracts for the last five years where the same of similar scope of services was provided. Exhibit 6 (List of References), in Appendix B (Required Forms) must be completed and provided in Section B.2 of the bid. Bidders may use additional sheets, if necessary.

It is each Bidder's sole responsibility to ensure that information provided for each reference is accurate.

The County may disqualify a Bidder if:

- 1) references fail to substantiate Bidder's description of the services provided; or
- 2) references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel; or
- 3) the Department is unable to reach the point of contact with reasonable effort. It is each Bidder's responsibility to inform the point of contact they have been listed as a reference and will be contacted during normal working hours.

7.5.4.3 Bidder Financial Capability (Section B.3)

Bidders must provide copies of the company's annual financial statements issued for the last three years. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of 60 days during any resultant contract term.

The following accounts must be included in the company's financial statements:

Balance Sheet Accounts

1. Current Assets
 - a. Cash
 - b. Short Term Investments*
 - c. Accounts Receivable *
2. Current Liabilities
3. Total Assets

4. Total Liabilities
5. Owner's/Shareholder's Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
 - a. Bad Debts*
 - b. Depreciation*
 - c. Amortization*
2. Total Expenses
3. Gross Income
4. Net Income

*may be excluded if they do not apply to the company's operations.

Depending on the nature of the entity (i.e., for-profit, non-profit, governmental), the title of financial 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, or Single Audit Reports are otherwise required, 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.

7.5.4.4 Bidder Pending Litigation and Judgments (Section B.4)

Bidders must complete and submit Exhibit 11, Bidder's Pending Litigation and/or Judgments of Appendix B, Required Forms, and identify by name, case, and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five years. Bidder must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. If there are no pending litigations and/or judgments, Bidder should indicate so by checking the box on the form.

7.5.5 Required Forms (Section C)

Bidders must include the following forms as provided in Appendix B (Required Forms). All forms must be completed, signed, and dated prior to submission.

Exhibit 1 IFB Checklist

- Exhibit 2 Bidder's Organization Questionnaire/Affidavit
- Exhibit 3 Certification of Compliance
- Exhibit 4 Request for Preference Consideration
- Exhibit 5 Debarment History and List of Terminated Contracts
- Exhibit 6 Prospective Contractor References
- Exhibit 7 Community Business Enterprise (CBE) Information
- Exhibit 8 Bidder's Affidavit of Minimum Mandatory Requirements
- Exhibit 9-A Public Health Lab (PHL) Pricing Sheet
- Exhibit 9-B Community Health Services (CHS) Pricing Sheet
- Exhibit 9-C Proposed Total Annual Price Sheet
- Exhibit 10 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
- Exhibit 11 Bidder's Pending Litigation and/or Judgements
- Exhibit 12 Contribution and Agent Declaration Form
- Exhibit 13 Declaration

7.5.6 Proof of Insurability (Section D)

Bidders must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Contract), Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage). 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.

7.6 Bid Submission

- 7.6.1** Bids must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information), via e-mail to the contact identified in Paragraph 1.0 (Solicitation Information), with the following subject line:
Subject: Bid for Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services, IFB #2024-004.
- 7.6.2** No hard copy bids delivered in person or by facsimile (fax) will be accepted. Please note, each e-mail attachment file size is limited to 20 MB per e-mail. Multiple e-mails of various file types (e.g., .zip, PDF, Excel) will be accepted. All bid documentation must be attached, not linked.

7.6.3 All Bids must be submitted in the prescribed format and order. Any Bid that deviates from this format may be rejected without review at the Director of Public Health's sole discretion.

7.6.4 At the Director's sole discretion, late Bids received after the due date may be considered, in the order received, if a determination is made that there is a specific unmet need.

8.0 SELECTION PROCESS OVERVIEW

8.1 Review Process

The lowest price Bid will be reviewed to determine whether it is responsive and responsible. In instances where more than one bid submitted was the lowest price and most responsive and responsible bid ("lowest equal bid price"), the County reserves the right to consider an additional selection process in which the Bidders with the lowest equal bid price will be offered the opportunity to adjust and resubmit their Pricing Sheet(s) to reflect an adjusted bid price to the County for further consideration. Public Health will select the lowest cost responsive bid to be recommended for a contract, from the pool of lowest equal bid price bidders.

8.2 Adherence to Minimum Mandatory Requirements

The County will review Exhibit 2 (Bidder's Organization Questionnaire/Affidavit) and Exhibit 8 (Bidder's Affidavit of Adherence to Minimum Mandatory Requirements) of Appendix B (Required Forms) to determine whether Bidders meet the minimum mandatory requirements as outlined in Paragraph 3.0 of this IFB.

Failure of a Bidder to comply with the minimum requirements may eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review [SRR] Request) to Public Health. A request for SRR may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

9.1.1 The request is made within the time frame identified in the solicitation document;

9.1.2 The request includes documentation (e.g., letterhead, business card, etc.) which identifies the underlying authority of the person or entity to submit a bid;

- 9.1.3** The request itemizes, in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts either that:
 - 9.1.4.1** application of the minimum mandatory requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - 9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Bidders.

The SRR will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date.

9.2 Disqualification Review

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

- 9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.2.2** 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 materials that support the assertions.

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

9.3 Proposed Contractor Selection Review (PCSR)

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review (PCSR) as described in this Paragraph may submit a written request for a PCSR in the manner and timeframe as will be specified by the Department.

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

- 9.3.1** The request for a PCSR is submitted timely (i.e., by the date and time specified by the Department);
- 9.3.2** The person or entity requesting a PCSR asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 9.3.2.1** The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - 1)** Failure to correctly apply the standards for reviewing the bid format requirements.
 - 2)** Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
 - 3)** Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - 9.3.2.2** The Department made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
 - 9.3.2.3** Another basis for review as provided by State or federal law; and
- 9.3.3** The request for a PCSR 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 PCSR, the Departmental representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a PCSR, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review as listed below.

9.4 County Independent Review (CIR)

Any Bidder that is not satisfied with the results of the PCSR may submit a written request for a County Independent Review (CIR) in the manner and timeframe specified by the Department in the Department's written decision regarding the PCSR.

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

- 9.4.1** The request for a CIR is submitted timely (i.e., by the date and time specified by the Department); and
- 9.4.2** The person or entity requesting the CIR has limited the request to items raised in the PCSR as listed in Paragraph 9.3 (Proposed Contractor Selection Review) above.

Upon completion of the CIR, the County Internal Services Department will forward the report to the Department, which will provide a copy to the Bidder.

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**LABORATORY AND CLINIC EQUIPMENT AND MEDICAL
DEVICE MAINTENANCE, CALIBRATION, AND REPAIR
SERVICES**

Contract No. PH-_____

**DEPARTMENT OF PUBLIC HEALTH
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,
CALIBRATION, AND REPAIR SERVICES CONTRACT**

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STANDARD EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Intentionally Omitted
- Exhibit C – Budget and Equipment List
- Exhibit C – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D – Safely Surrendered Baby Law

Exhibit E – Charitable Contributions Certification
Exhibit F – County’s Administration
Exhibit G – Contractor’s Administration
Exhibit H – Contractor’s Administration

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,
CALIBRATION, AND REPAIR SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on (Execution Date),

by and between THE COUNTY OF LOS ANGELES
(hereafter "County")

and [Click to enter Legal Name of Contractor](#)
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on _____, the Board delegated authority to the County's Director of the Department of Public Health ("Public Health"), or duly authorized designee (hereafter jointly referred to as "Director"), to execute contracts for laboratory and clinic equipment and medical device maintenance, calibration, and repair services to preserve and protect the public's health; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide laboratory and clinic equipment and medical device maintenance, calibration, and repair services for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, C, D, E, F, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Intentionally Omitted
- Exhibit C – Budget and Equipment List
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E – Safely Surrendered Baby Law
- Exhibit F – Charitable Contributions Certification
- Exhibit G – County's Administration
- Exhibit H – Contractor's Administration

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 words as used herein have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (Exhibit A).
- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.

- 2.5 Contractor's Project Manager: The person designated by Contractor to administer the operations under this Contract.
- 2.6 County's Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County Observed Holidays may be found here:
<https://lacounty.gov/government/about-la-county/about/>.
- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

- 3.1 Contractor will provide services in the manner described in Exhibit A (Statement of Work).
- 3.2 Contractor acknowledges that the quality of service(s) provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.3 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

4. TERM OF CONTRACT:

This Contract is effective upon execution and will continue in full force and effect through March 31, 2028, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County will have the sole option to extend this Contract term up to two additional one-year periods and six months, for a maximum total Contract term of five years and six months. Each such extension option may be exercised at the sole discretion of the Director through written notification from the Director to Contractor prior to the end of the Contract term.

Contractor must notify Public Health when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit G (County's Administration).

5. MAXIMUM OBLIGATION OF COUNTY:

- 5.1 The maximum obligation of County for all services provided hereunder is as follows:
 - 5.1.1 For the period of _____ through _____, _____ (\$_____), as set forth in Exhibit C1.
 - 5.1.2 For the period of _____ through _____, _____ (\$_____), as set forth in Exhibit C2.
 - 5.1.3 For the period of _____ through _____, _____ (\$_____), as set forth in Exhibit C3.

- 5.2 Contractor is not entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by a 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, may not occur except with the County's express prior written approval.
- 5.3 Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 75% of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit G (County's Administration).
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract does not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. STANDARD PROVISIONS:

6.1 INVOICES AND PAYMENT:

- 6.1.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C.
- 6.1.2 Contractor must invoice the County monthly in arrears. All invoices must include all required reports and/or data, and must clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all prior payments made to Contractor.
- 6.1.3 Invoices must be submitted to County within 30 Days after the close of each calendar month. County will make a reasonable effort to make payment within 30 Days following receipt of a

complete and correct monthly invoice and will make payment in accordance with Exhibit C, Budget(s).

- 6.1.4 Invoices must be submitted directly to the County's Project Manager at the address provided in Exhibit G (County's Administration).
- 6.1.5 For each annual period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 Days following the close of that period. Such cost report must be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract period, the cost report must be for that Contract period which ends on the termination date. The report must be submitted within 30 Days after such termination date.

The primary objective of the annual cost report is to provide the County with actual expenditure data for the Contract period that will serve as the basis for determining final amounts due to/from Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

Failure to provide the annual cost report may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

- 6.1.6 Upon expiration or prior termination of this Contract, Contractor must submit, within 30 Days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).
- 6.1.7 Withholding Payment:

- (1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.
- (2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 Days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.
- (4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.
- (5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to Contractor accordingly.
- (6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures. Director will provide written notice of the

intent to withhold payment specifying said breaches and/or failures to Contractor.

- 6.1.8 Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 Days at any point during the term of this Contract.

(If the vendor has applied for a preference program through solicitation, include Subparagraph 6.1.10, otherwise not applicable.)

- 6.1.9 Preference Program Enterprises – Prompt Payment Program: Certified Preference Program Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

County and Contractor will review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time(s) during each County fiscal year as determined by Director. At least 15 Days prior to each such review, Contractor must provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

6.3 ALTERATION OF TERMS/AMENDMENTS:

- 6.3.1 The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and constitutes the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees, or agents, will be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

- 6.3.2 The Board, the County's Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or modification of certain terms and conditions of this Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the Board, the County's Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to this Contract will be prepared by Director and executed by Contractor and Director, as authorized by the Board.
- 6.3.3 In instances where the Board has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to 10% above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable budget period, and make changes to the Statement of Work, as necessary, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the Board, and will be incorporated into and become part of this Contract.
- 6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding modifications to the Statement of Work, that are within the same scope of services, as necessary, allow for changes to hours of operation, and/or changes to service locations, a written Change Notice must be signed by the Director and Contractor, as authorized by the Board, and will be incorporated into and become part of this Contract.

6.4 CONFIDENTIALITY:

- 6.4.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, and no later than 24 hours after discovery, notify the County's Project Manager.

- 6.4.2 Contractor must 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 CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does 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.
- 6.4.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 6.4.4 Contractor must sign and adhere to the provisions of Exhibit D, Contractor Acknowledgement and Confidentiality Agreement.

(For the following Paragraphs) -----**CHOOSE 1 OF 2**-----
 (THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE
 UNIONIZED EMPLOYEES [Per Counsel 6/3/10])

6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST:

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

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED [Per Counsel 6/3/10])

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT:

To the degree permitted by Contractor's contracts with its collective bargaining units, Contractor will give the right of first refusal for employment openings at its facility to qualified County employees who are laid-off, or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment will be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as to vacancies that occur during the Contract term. Such offers of employment must be consistent with Contractor's current employment policies, and will be made to any former employee who has made application to Contractor and is qualified for the available position. Employment offers must be at least under the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor must not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and contract(s) with its collective bargaining unit(s). Contractor must also give first consideration to laid-off County employees if vacancies occur at Contractor's other service sites during the Contract term.

6.6 INDEMNIFICATION:

Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County, in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to, and separate from any other contractual obligation imposed upon Contractor

pursuant to this Contract. The 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.

6.7.1 Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor's General Liability policy must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates must 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 must match Contractor's name identified as the contracting party in this Contract. Certificates must 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 dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Public Health – Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022
Attention: Manager Contract Monitoring Section

Contractor must promptly report to County any injury or property damage, accident, or incident, including any injury to any 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 must 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.

- 6.7.2 Additional Insured Status and Scope of Coverage: The County and its Agents must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status must 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 the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable, provided it satisfies the Required Provisions herein.
- 6.7.3 Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.7.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance constitutes a material breach of this 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, the County may purchase the Required Insurance, and without further notice to Contractor,

deduct the premium cost from sums due to Contractor, or pursue Contractor reimbursement.

- 6.7.5 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 6.7.6 Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 6.7.7 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 6.7.8 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor must pay full compensation for all costs incurred by County.
- 6.7.9 Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 6.7.10 Deductibles and Self-Insured Retentions (SIR): Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs with respect to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses.

Such bond must be executed by a corporate surety licensed to transact business in the State of California.

6.7.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

6.7.12 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.

6.7.13 Separation of Insureds: All liability policies must 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.

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

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

6.8 INSURANCE COVERAGE REQUIREMENTS:

6.8.1 Commercial General Liability. Contractor must maintain 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 the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

- 6.8.2 Automobile Liability. Contractor must maintain 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 must 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.
- 6.8.3 Workers Compensation and Employers' Liability. Contractor must maintain insurance, or qualified self-insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

- 6.9.1 Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of County.
- 6.9.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all of Contractor's rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 6.9.3 With respect to any such items which come into existence after the commencement date of this Contract, Contractor must assign and transfer to County in perpetuity for all purposes, without any additional consideration, all of Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 6.9.4 During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of Contractor's

working papers prepared under this Contract. County will 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.

- 6.9.5 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 the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 6.9.6 If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor must affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

6.10 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, and other applicable funding sources.

For the purposes of this Contract, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

6.11 RECORD RETENTION AND AUDITS:

6.11.1 Service Records: Contractor must maintain all service records related to this Contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

6.11.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:
[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](http://lacounty.gov)

6.11.3 Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

6.11.4 Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To

the extent permitted by law, County will maintain the confidentiality of such audit report(s).

6.11.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

6.11.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents, and records of the subcontractor.

6.11.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an

audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 Days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

6.11.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance

of that unit of service and “unsubstantiated reimbursement of stated actual net costs” means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Contract, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.
- (4) In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor’s actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

6.11.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of this Contract upon which Director may suspend or County may immediately terminate this Contract.

6.12 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

6.12.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the 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 the County’s Lobbyist Ordinance will constitute a

material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

6.13 CONFLICT OF TERMS:

To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and/or any documents incorporated herein by reference, the language found within this Contract will govern and prevail.

6.14 CONTRACTOR'S OFFICES:

Contractor's office is located at _____.
Contractor's business telephone number is (____) _____, fax number is (____) _____, and e-mail address is _____.

Contractor must notify County in writing of any changes made to its business address, business telephone number, fax number and/or e-mail address as listed herein, or any other business address, business telephone number, fax number and/or e-mail address used in the provision of services herein, at least 10 business days prior to the effective date(s) thereof.

6.15 NOTICES:

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

6.16 ADMINISTRATION OF CONTRACT:

6.16.1 The Director has the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

6.16.2 Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

6.16.3 Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to badges.

(Language to be customized according to services being provided and in consultation with County Counsel.)

6.16.4 Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must 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 local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. Contractor is responsible for the fees associated with the background investigation, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of this Contract, the Department may receive subsequent criminal information about a member(s) of Contractor's staff. If this subsequent information constitutes a job nexus, Contractor must immediately remove that staff member from performing services under this Contract and replace such staff within 15 business days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

6.17.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally

notifying the County of pending acquisition/merger, then it should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger.

6.17.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires a written amendment to this Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

6.17.3 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, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.18 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.

6.19 BUDGET REDUCTION:

In the event that the Board 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, the 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 to be provided by Contractor under this

Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

6.20 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

6.21 COMPLAINTS:

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

6.21.1 Within 30 business days after execution of this Contract, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

6.21.2 The policy must include, but not be limited to, when and how new employees, as well as current and recurring employees, are to be informed of the procedures to file a complaint.

6.21.3 The County must receive a copy of the procedure.

6.21.4 The County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.

6.21.5 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the policy within 30 business days for County approval.

6.21.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

6.21.7 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

6.21.8 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

6.22 COMPLIANCE WITH APPLICABLE LAW:

6.22.1 In the performance of this Contract, Contractor must 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.

6.22.2 Contractor must indemnify, defend, and hold harmless County and its 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, or agents, 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does not have the right to enter into 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.

6.23 COMPLIANCE WITH CIVIL RIGHTS LAW:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC 2000 (e) (1)-(17), to the end that no person will, 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.

Additionally, Contractor certifies to the County that:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.24 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.24.1 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.

6.24.2 Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that it is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that it qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this Subparagraph, "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 fifty thousand dollars (\$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 the County under this Contract, the subcontractor is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

- (3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify the 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this 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 Subparagraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

6.25 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

6.25.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

6.25.2 If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

6.25.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.26 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

6.27 COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

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/>). 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. Contractor, its employees, and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements as well as civil liability.

6.28 CONFLICT OF INTEREST:

6.28.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, may 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any

way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

6.28.2 Contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure includes, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph will be a material breach of this Contract.

6.29 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

6.29.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

6.30 CONTRACTOR RESPONSIBILITY AND DEBARMENT

6.30.1 Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

6.30.2 Chapter 2.202 of the County Code: Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning Contractor's performance on this or other contracts which indicates that Contractor is not

responsible, the County may, in addition to other remedies provided in this 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 the County.

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

6.30.4 Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department 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.

6.30.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

6.30.7 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect

for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

6.30.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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 will consider evidence on the proposed reduction of debarment period or termination of debarment. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6.30.9 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.30.10 Subcontractors of Contractors: These terms will also apply to subcontractors of County contractors.

6.31 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post Exhibit E (Safely Surrendered Baby Law) in a prominent position at a 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. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.32 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

6.32.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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.

6.32.2 As required by the 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 will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and will 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).

6.33 COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are significant, or continuing, and that may place performance of this Contract in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

6.34 RULES AND REGULATIONS:

During the time that Contractor's personnel are at County facilities, such persons are subject to the rules and regulations of such County facility. It is Contractor's responsibility to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from

Director, that: (1) such person has violated said rules or regulations, or (2) such person's actions while on County premises indicate that such person may do harm to County patients, staff, or other individuals.

6.35 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

6.35.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor becomes aware of such damage, but in no event later than 30 Days after the occurrence.

6.35.2 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 must be repaid by Contractor by cash payment upon demand.

6.36 EMPLOYMENT ELIGIBILITY VERIFICATION:

6.36.1 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 must 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), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

6.36.2 Contractor must indemnify, defend, and hold harmless, the County and its Agents from employer sanctions and any other liability which may be assessed against Contractor or the 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.

6.37 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Contractor must submit a direct deposit authorization request via the following 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 will supersede this requirement with respect to those payments.

At any time during this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

6.38 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies will be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or e-mail), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

6.39 FAIR LABOR STANDARDS:

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its Agents 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 the County may be found jointly or solely liable.

6.40 FISCAL DISCLOSURE:

Contractor must prepare and submit to Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officer(s), containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Contract, the source(s) of Contractor's funding changes, Contractor must promptly notify Director in writing, detailing such changes.

6.41 FORCE MAJEURE:

6.41.1 Neither party will 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, 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 "as "force majeure events").

6.41.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

6.41.3 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.

6.42 GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract will 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 will be exclusively in the County of Los Angeles.

6.43 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

6.43.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

6.43.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

6.43.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must immediately or upon the first reasonable opportunity to do so, notify the Director that such access has been gained. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County and its Agents from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

6.44 INDEPENDENT CONTRACTOR STATUS:

6.44.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party are not, and will not be construed to be, the employees or agents of the other party for any purpose whatsoever.

6.44.2 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will 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.

6.44.3 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 the County. Contractor is 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.

6.44.4 Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

6.45 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor will obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor will ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to its performance hereunder. Contractor will provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Contract.

6.46 LIQUIDATED DAMAGES

If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 the County, will be forwarded to Contractor by the Director in a written notice describing the reasons for said action.

If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by Contractor over a certain time span, the Director 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 Director may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; 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 Contractor's failure 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, and that Contractor will be liable to the County for liquidated damages in said amount, which will be deducted from the County's payment to Contractor; and/or (c) upon giving five days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to Contractor's failure to complete or comply with the provisions of this Contract.

This Subparagraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

6.47 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

6.47.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

6.47.2 Contractor certifies to the County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

6.47.3 Contractor must 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 includes, 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.

6.47.4 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.

6.47.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, 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.

6.47.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

6.47.7 If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

6.47.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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.

6.48 NON-EXCLUSIVITY:

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

6.49 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

6.50 NOTICE OF DISPUTES:

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

6.51 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor must notify its employees, and 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

6.52 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.53 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

6.54 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor will ensure that no employee performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

6.55 PUBLIC RECORDS ACT:

6.55.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary." The County will 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.

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

“trade secret,” “confidential,” or “proprietary,” Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

6.56 PURCHASES:

6.56.1 Purchase Practices: Contractor must fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives in acquiring all equipment, materials, and supplies. Such items must be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder. Contractor must attach identifying labels on all such property indicating the proprietary interest of County.

6.56.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County will retain all proprietary interest, except for use during the term of this Contract, in all equipment, materials, and supplies, purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 Days of filing, County will have the right to take immediate possession of all such equipment, materials, and supplies, without any claim for reimbursement whatsoever on Contractor’s part.

6.56.3 Inventory Records, Controls, and Reports: Contractor must maintain accurate and complete inventory records and controls for all equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose. Annually, Contractor must provide Director with an accurate and complete inventory report of all equipment, materials, and supplies purchased or obtained using any County funds designated for such purpose.

6.56.4 Protection of Property in Contractor’s Custody: Contractor must maintain vigilance and take all reasonable precautions to protect all equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism,

or misuse. Contractor must contact Director for instructions for disposition of any such property which is worn out or unusable.

6.56.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

6.57 REPORTS:

Contractor must make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 Days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

6.58 RECYCLED CONTENT BOND PAPER:

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

6.59 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Proposers, contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the

County solicitation or the termination or cancellation of any resultant County contract. This provision survives the expiration or other termination of this Contract.

6.60 STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor must operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel must be qualified in accordance with standards established by County. In addition, Contractor must comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor must have available and must provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor must also indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, or supervisory position becomes vacant during the term of this Contract, Contractor must, prior to filling said vacancy, notify County's Director and provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development must be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

6.61 SUBCONTRACTING:

6.61.1 For purposes of this Contract, subcontracts must be approved in advance in writing by Director. Contractor's request to Director for approval of a subcontract must include:

- (1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

- (2) A detailed description of the services to be provided by the subcontractor.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by Director.

6.61.2 Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

6.61.3 Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of employees and subcontractor(s). Further, Director's approval of any subcontract must not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

6.61.4 In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.

6.61.5 In the event that Director consents to any subcontracting, such consent is provisional, and does not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercising of such a right.

6.61.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this

Contract. Contractor must notify its subcontractors of this County right.

6.61.7 Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor must also reflect as subcontractor requirements in the subcontract all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs.

Contractor must deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

6.61.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

6.61.9 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

6.61.10 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were a Contractor employee.

6.61.11 Contractor remains fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

6.62 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and

remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue Contractor debarment, pursuant to County Code Chapter 2.202.

6.63 TERMINATION FOR CONVENIENCE:

6.63.1 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 services hereunder will be effected by a 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 will be no less than 30 Days after the Notice is sent.

6.63.2 After receipt of a Notice of Termination and except as otherwise directed by County, Contractor must:

- Stop work under this Contract on the date and to the extent specified in such Notice of Termination; and
- Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

6.65.3 Further, after receipt of a Notice of Termination, Contractor will 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 must be submitted promptly, but not later than 30 Days 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 will be final. After such determination is made, County will pay Contractor the amount so determined.

6.65.4 Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must retain and make available all its books, documents, records, or other evidence bearing on Contractor's costs and expenses under this Contract in respect to the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within

10 Days of written notice by County for purposes of inspection or audit by representatives of County during normal business hours.

6.64 TERMINATION FOR DEFAULT:

6.66.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

6.66.2 In the event that the County terminates this Contract in whole or in part as provided hereinabove, 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. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

6.66.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to

perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

6.66.4 If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that Contractor was not in default under the provisions of this Paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

6.66.5 The rights and remedies of County provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.65 TERMINATION FOR IMPROPER CONSIDERATION:

6.65.1 County may, by written notice to Contractor, immediately terminate Contractor's right 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, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.65.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 or <https://fraud.lacounty.gov/>.

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

6.66 TERMINATION FOR INSOLVENCY:

6.66.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 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;
- The execution by Contractor of a general assignment for the benefit of creditors.

6.66.2 The rights and remedies of the County provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.67 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

6.68 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person acquire any rights as a third-party beneficiary under this Contract.

6.69 TIME OFF FOR VOTING:

Contractor must notify and provide to its employees, and must 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, Contractor and any

subcontractor(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

6.70 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 will not be affected thereby.

6.71 WAIVER:

No waiver by the County of any breach of any provision of this Contract will 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 Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.72 WARRANTY AGAINST CONTINGENT FEES:

6.72.1 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.

6.72.2 For breach of this warranty, the County will 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.

6.73 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, the County's Defaulted Property Tax Reduction Program.

6.74 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will 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 10 Days of notice will be grounds upon which County may terminate this Contract and/or pursue Contractor debarment pursuant to County Code Chapter 2.202.

6.75 INJURY AND ILLNESS PREVENTION PROGRAM:

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) regulations. California Code of Regulations Title 8 Section 3203 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.

6.76 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

(PARAGRAPH 7.6 SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR REQUESTED AND WAS GRANTED THE LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE)

7.1. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:

- 7.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 7.1.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 7.1.3 Contractor must not willfully and/or knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 7.1.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:
- (1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 - (2) Be assessed a penalty in an amount of not more 10% of the amount of the Contract, in addition to the amount described in subdivision (1), ; and
 - (3) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

(PARAGRAPH 7.2 SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR REQUESTED AND WAS GRANTED THE SOCIAL ENTERPRISE PREFERENCE)

7.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

7.2.2 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

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

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

7.2.5 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:

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

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

(PARAGRAPH 7.3 SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR REQUESTED AND WAS GRANTED THE DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE)

7.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:

- 7.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 7.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 7.3.3 Contractor must not willfully and/or knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 7.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:
- (1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 - (2) Be assessed a penalty in an amount of not more than 10% of the amount of the Contract in addition to the amount described in subdivision (1) above; and
 - (3) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

8 SURVIVAL:

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 6.4 Confidentiality
- Paragraph 6.6 Indemnification
- Paragraph 6.7 General Provisions for all Insurance Coverage
- Paragraph 6.8 Insurance Coverage
- Paragraph 6.9 Ownership of Materials, Software and Copyright
- Paragraph 6.11 Record Retention and Audits
- Paragraph 6.22 Compliance with Applicable Law
- Paragraph 6.43 Governing Law, Jurisdiction, and Venue
- Paragraph 6.71 Validity
- Paragraph 6.72 Waiver
- Paragraph 7.10 Patent, Copyright and Trade Secret Indemnification

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IN WITNESS WHEREOF, the Board has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

Revised May 2024 Approved by Counsel July 2024

#07727vt

EXHIBIT A

STATEMENT OF WORK

LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES

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**EXHIBIT A
STATEMENT OF WORK**

LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES

1.0 DESCRIPTION

The County of Los Angeles (hereafter referred to as "County"), Department of Public Health (hereafter referred to as "Public Health") requires laboratory and clinic equipment and medical device maintenance, calibration, and repair services to support public health efforts in the Los Angeles County.

Contractor's services will include, but is not limited to: development and maintenance of a comprehensive equipment and medical device inventory and preventive maintenance schedule, and provision of routine preventive maintenance services, routine calibration services, as-needed services, and development and maintenance of an Equipment and Medical Device Risk Management Program, as further described below.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS, EQUIPMENT, AND/OR MEDICAL DEVICES

2.1 Public Health will advise Contractor at least 60 days prior to any changes to the facilities or equipment listed in Attachment 1, Facility and Inventory List.

Contractor must obtain permission from Public Health at least 60 days prior to any changes in specific tasks and/or work hour adjustments of Contractor personnel.

2.2 All changes must be made in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

3.0 QUALITY CONTROL

Contractor will 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 must be submitted to the County Contract Project Manager for review and approval and will include, but may not be limited to, the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Contractor;

3.2.1 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 must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 6.33 of the Contract, County's Quality Assurance Plan.

4.1 Meetings

Contractor will meet with the County as requested.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and Contractor.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report (CDR) will be issued. If a formal CDR is issued, Contractor is required to respond in writing to the County Contract Project Manager within five business days acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit a plan for correction of all performance deficiencies identified in the CDR to County's Project Manager within 10 business days. A sample of the CDR is included as Attachment 2 (Contractor Discrepancy Report) of this Statement of Work (SOW).

4.3 County Observations

In addition to Departmental contracting staff, other County personnel may observe performance or activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 DEFINITIONS

5.1 **Contractor's Project Manager:** Contractor's designee responsible to administer the Contract operations and to liaise with the County regarding Contract requirements.

5.2 **County's Facility Administrator:** Person designated by the County at each Facility to provide necessary input and assistance to Contractor under the Contract.

5.3 **County's Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract that cannot be resolved by the County's Project Manager.

- 5.4 **County's Project Manager:** Person designated by the County's Project Director to manage the operations under the Contract. Responsible for managing inspection of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 5.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 5.6 **Facility(ies):** Public Health Laboratory (PHL) and Community Health Services (CHS) public health center clinics. Refer to Attachment 1, Facility Location and Inventory List for list of facility locations and inventory items.
- 5.7 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 5.8 **Public Health Laboratory (PHL):** Licensed and certified lab that supports programs to prevent and control communicable disease and environmental pollution, and plays a key role in epidemiologic investigations of disease outbreaks. In addition, the PHL serves as the local infectious disease reference laboratory for clinical laboratories in the same jurisdiction.
- 5.9 **Community Health Services (CHS):** CHS provides clinical services through 14 public health centers (plus a satellite site on Skid Row), conducts surveillance and medical case management of reportable communicable diseases, contains the spread of communicable diseases, and provides numerous outreach activities to engage the community as active participants to improve the health of residents.

6.0 RESPONSIBILITIES

The responsibilities of the County and Contractor are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.16 of the Contract, Administration of Contract. Specific duties include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing amendments in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

- 6.1.4 Providing, at the discretion of the Director, necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County will provide Contractor with an appropriate County Facility Administrator at each work site location to be served under the Contract.
- 6.1.5 Reporting to Contractor if a County employee or patient is diagnosed with an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease listed in the Public Health List of Reportable Diseases at <http://www.publichealth.lacounty.gov/clinicians/report/>.

6.2 Furnished Items

- 6.2.1 At the Director's sole discretion, County may temporarily allow the use of designated space, chairs, and/or desks, on a non-exclusive basis, for work area and related use by Contractor. In the event the Director allows the temporary use of space to Contractor, Contractor will use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and/or chairs for purposes other than the performance of the Contract.
- 6.2.2 At the Director's sole discretion, County may provide access to telephones, fax machines, computer, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of the Contract. Contractor is prohibited from use of such equipment for purposes other than for the performance of the Contract.

CONTRACTOR

6.3 Personnel

6.3.1 Project Manager (Point of Contact)

- 6.3.1.1 Project Manager Designation and Availability: The Contractor must designate a full-time Project Manager or an alternate as the primary point of contact for all matters related to the contract. The Project Manager must be reachable during standard business hours (8:00 a.m. to 5:00 p.m. PT, Monday through Friday) to handle any issues that arise and ensure timely communication with the County.

- 6.3.1.2** Project Planning and Scheduling: The Project Manager is responsible for developing and implementing preventive maintenance schedules for laboratory equipment based on manufacturer guidelines, usage patterns, and client needs. They must ensure the timely allocation of resources, including technicians, tools, and parts, and submit written operational plans for approval by the County before initiating any services.
- 6.3.1.3** Experience and Expertise: The Project Manager must have at least four years of recent experience (within the last five years) managing laboratory and biomedical equipment maintenance, calibration, and repair services. They should also possess the necessary qualifications to effectively lead the Contractor's personnel and subcontractors in performing services under the contract.
- 6.3.1.4** Team Management: The Project Manager will lead and manage service technicians or subcontractors to ensure high-quality service delivery. This includes training, supervision, performance evaluations, and adherence to safety protocols and regulatory compliance, such as those mandated by CAP, CLIA, and FDA.
- 6.3.1.5** Client Communication and Relationship Management: Acting as the primary liaison, the Project Manager will provide regular updates on preventive maintenance work, address any concerns from the County, and work closely with the County to schedule services at times that minimize disruption to laboratory operations. Strong written and verbal communication skills in English are required to ensure smooth coordination.
- 6.3.1.6** Compliance and Documentation: The Project Manager must ensure that all maintenance activities comply with applicable regulatory standards, such as CAP, CLIA, and FDA. To ensure traceability and accountability, they must maintain detailed service records, including maintenance reports, calibration certificates, and compliance documentation.
- 6.3.1.7** Risk Management and Problem Resolution: The Project Manager must identify and assess potential risks related to equipment failures or non-compliance with maintenance schedules. They will develop and

implement contingency plans to address unforeseen issues, ensuring continuity in laboratory operations.

- 6.3.1.8** Equipment Management: The Project Manager is expected to stay informed on new laboratory technologies and best practices in maintenance to improve service quality continuously. They will ensure that the team uses up-to-date practices to extend the lifespan of the equipment and enhance performance.
- 6.3.1.9** Authority and Decision-Making: The Project Manager or designated alternate must have full authority to act on behalf of the Contractor in all daily operations related to the contract. This includes making decisions regarding staffing, scheduling, and service delivery to ensure efficient contract execution in compliance with the County's expectations.
- 6.3.1.10** Notification and Contact Information: The Contractor must notify the County in writing of the Project Manager's and alternate's name, office phone, cellular phone, and email at least 10 days before the contract's effective date. The Project Manager must maintain open communication to ensure the County is updated on any changes or issues.

6.3.2 California Biomedical Equipment Technician

The Biomedical Equipment Technician provides comprehensive laboratory and biomedical equipment maintenance, calibration, and repair services. This role is essential to ensuring that all medical and laboratory devices function optimally, minimize downtime, and comply with safety and regulatory standards. Key Responsibilities include but are limited to:

- 6.3.2.1** Preventive Maintenance: Perform routine inspections and preventive maintenance on laboratory and biomedical equipment in accordance with manufacturer recommendations and industry standards. Ensure that all equipment is operating efficiently to avoid unexpected failures or malfunctions. Keep detailed logs of preventive maintenance activities, including parts replaced, adjustments made, and any recommendations for future work.

- 6.3.2.2** Calibration: Conduct accurate and precise calibrations

of laboratory instruments to ensure they meet performance specifications and maintain compliance with regulatory requirements. Use specialized tools and techniques to test equipment functionality and verify that devices produce accurate readings and outputs. Maintain calibration records and certification documents for audit purposes and regulatory compliance.

- 6.3.2.3 **Repair and Troubleshooting:** Diagnose and troubleshoot equipment malfunctions, identifying mechanical, electrical, or software-related issues. Restore functionality by performing repairs, part replacements, or software updates on various laboratory and biomedical equipment. Collaborate with vendors or manufacturers for complex repair needs, including ordering parts or coordinating external services when necessary.
- 6.3.2.4 **Documentation and Reporting:** Document all repair, calibration, and maintenance activities, ensuring comprehensive records for regulatory compliance, tracking, and future reference. Prepare and submit detailed service reports outlining the work completed, equipment status, and any potential issues identified during inspections. Update electronic equipment management databases with maintenance history and current status.
- 6.3.2.5 **Regulatory Compliance:** Ensure that all equipment maintenance and repairs meet regulatory standards such as CAP, CLIA, and FDA, as well as the guidelines set by the equipment manufacturers. Perform safety inspections and ensure equipment complies with applicable regulations and safety protocols.
- 6.3.2.6 **Client and Staff Education:** Educate laboratory staff on proper equipment usage, care, and basic troubleshooting techniques to prevent unnecessary equipment wear or damage.

6.4 Staffing

- 6.4.1 Contractor must assign a sufficient number of employees to perform the required work. At least one employee on site must be authorized to act for Contractor in every detail and must speak, write, and understand English.

- 6.4.2 Contractor is required to background check its employees as set forth in 6.16.4 of the Contract – Background and Security Investigations.
- 6.4.3 Contractor's technicians must have a minimum of one year of experience within the last two years, providing instrument and equipment preventative maintenance, calibration, and repair services.
- 6.4.4 Contractor must screen all personnel prior to assigning such personnel to provide services at a Facility to ensure that all such persons have the qualifications and training necessary to perform the services contemplated under the Contract. All such service personnel must be appropriately licensed, certified, credentialed, or trained to perform the maintenance and repair services as necessary and will have, as a minimum, knowledge and expertise in the following areas:
- (1) Diagnosis and inspection of equipment and medical devices to determine maintenance and repair needs;
 - (2) Routine cleaning, lubrication, and repair as necessary, of equipment and medical devices;
 - (3) Electrical and safety inspection as necessary, of equipment and medical devices;
 - (4) Calibration and functional testing, as necessary, of equipment and medical devices; and
 - (5) Required accreditation, regulatory and licensing needs for equipment and medical devices serviced.
- 6.4.5 Contractor must have available and provide upon request to the Public Health Director or designee, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), applicable certifications and/or licenses, training, and experience in providing services hereunder.
- 6.4.6 Contractor will institute and maintain appropriate supervision of all persons providing services pursuant to the Contract. Further, unless directed pursuant to the Contract by the Public Health Director or designee to do otherwise, while in a Facility, Contractor personnel will work independently of direct supervision by County personnel on designated assignments in accordance with the duties contained in this Statement of Work.

- 6.4.7 Contractor will timely complete all activities assigned or to be performed hereunder.
- 6.4.8 If any of Contractor's personnel are diagnosed with an infectious disease, and Contractor is made aware of such diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor must report such occurrences to the County's Project Manager listed on Exhibit G, County's Administration, within 24 hours of becoming aware of the diagnosis.
- 6.4.9 Contractor must ensure that each person who performs services under the Contract is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual or biannual basis, as required by The Joint Commission and California Code of Regulations, Title 22, Section 70723, and must provide County, upon request, with evidence that each such person is free of infectious and/or contagious disease(s) which could be transmitted in the work place at each Facility. Such evidence must include documentation that the person:
- (1) Received a physical examination, including a chest X-ray, tuberculin skin test, or Interferon-gamma release assay test for tuberculosis.
 - (2) Is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or antibody titer test demonstrating such immunity.
 - (3) Is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein. In those instances where persons have no demonstrated immunity, and have refused vaccination, a written certification and a waiver to that effect must be on file and must be retained by Contractor for purposes of inspection and audit and made available to County upon request.

6.5 Approval of Contractor's and Subcontractor's Staff

- 6.5.1 County has the absolute right to approve or disapprove all of Contractor's and/or subcontractor's staff performing work hereunder and any proposed changes in Contractor's and/or

subcontractor's staff, including, but not limited to, Contractor's and/or subcontractor's Program Director.

- 6.5.2 Contractor and/or subcontractor must remove and replace personnel performing services under the Contract within 15 days of a written request of the County. Contractor must send County written confirmation of the removal of the personnel in question.
- 6.5.3 County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder, and any proposed changes in subcontractor(s).
- 6.5.4 Contractor must obtain approval of County Project Director or designee prior to signing any subcontractor(s) or consultant(s) agreement and must give County Project Director 30 days' prior notice to review proposed subcontract or consultant agreement.

6.6 Identification Badges

- 6.6.1 Contractor employees assigned to County Facilities must be identified by a name badge with company name included on the badge while on County premises.
- 6.6.2 Contractor employees must sign in with the Facility security personnel upon arrival at a Facility and ask that their designated Facility personnel be notified of their arrival.
- 6.6.3 Contractor will ensure its employees are appropriately identified as set forth in Subparagraph 6.16.3 of the Contract - Contractor's Staff Identification.

6.7 Materials, Supplies, and/or Equipment

- 6.7.1 The County will not provide Contractor with any materials, supplies, and/or equipment.
- 6.7.2 The purchase of all materials, supplies, and/or equipment to provide the applicable services under the Contract is Contractor's responsibility. Contractor will use materials, equipment, and/or supplies that are safe for the environment and safe for use by employees. Such materials, supplies, equipment, etc. must have been clearly identified in the program budget and must have been approved in advance by the County Project Director in order to be eligible for cost reimbursement.

- 6.7.3 In no event will the County be liable or responsible for payment for materials or equipment purchased without the required prior written approval.

6.8 Training

- 6.8.1 Contractor will ensure all Contractor personnel are provided training prior to performing County scheduled maintenance and service and provide evidence/documentation of said training upon County's request. In-service training should be at least on an annual basis and must be in compliance with California Division of Occupational Safety and Health (OSHA), Title 22, and all other applicable regulatory requirements.
- 6.8.1.1 All employees must be trained in use of appropriate safety and protective gear (e.g., gloves, masks) according to OSHA standards and as appropriate to their work environment and assigned task.
- 6.8.1.2 All employees must be trained in Bloodborne Pathogens Standards, Respiratory Protection Precautions, and other Infection Control guidelines.
- 6.8.1.3 All employees must be trained in proper procedures and responsibilities in regard to the handling of protected health information in accordance with the Contractor's obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).
- 6.8.2 All employees must be trained in their assigned tasks and in the safe handling of equipment and medical devices. All equipment and medical devices will be checked for safety as required pursuant to Paragraph 9.0 of this SOW – Specific Work Requirements.

6.9 Contractor's Office

- 6.9.1. Contractor will maintain an office with a telephone in the company's name where Contractor conducts business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, by at least one employee who can respond to service requests, inquiries, and complaints which may be received about Contractor's service performance under the Contract.

- 6.9.2. County may contact Contractor's Project Manager if Contractor does not respond to calls for as-needed repair services during its operating hours, or to calls received by Contractor's answering service, within two hours.
- 6.9.3 Contractor's Project Manager or alternate must be available during standard business operating hours of 8:00 a.m. to 5:00 p.m. PT, Monday through Friday to provide assistance or consultation with County Facility Administrator.

6.10 Smoking

Smoking is prohibited at County Facilities. Contractor's personnel must comply with each Facility's policies regarding smoking.

6.11 Unacceptable Behavior

Inappropriate and/or unacceptable behavior by Contractor personnel will not be tolerated. These behaviors include, but are not limited to, improper physical actions (touching, fondling), improper verbal statements (using derogatory comments, slurs, verbal abuse, etc.), and improper visual actions (leering, making sexual gestures). No weapons are allowed in County Facilities. Contractor's personnel may not bring visitors into the County Facilities. Contractor's personnel are subject to security screening at Facilities.

7.0 HOURS/DAYS OF WORK

Contractor will provide equipment and medical device maintenance, calibration, and repair services, as needed by County and as specified in Paragraph 9.0 of this SOW – Specific Work Requirements, during the days and hours most convenient in meeting the needs of Public Health. Hours may be standard business hours of Monday through Friday, between 8:00 a.m. to 5:00 p.m. PT, and/or may include evenings, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Juneteenth Day, Independence Day; Labor Day; Indigenous People's Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit a work schedule for each Facility to the County Project Manager for review and approval within 10 Days prior to beginning work under the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules will list the time frames by day of the week, morning, and afternoon that the tasks will be performed.

- 8.2 For the duration of the Contract, Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County Project Manager for review and approval.

9.0 SPECIFIC WORK REQUIREMENTS

County reserves the right to add, delete, or change facilities, specific tasks, equipment, and/or medical devices to meet the needs of Public Health. Any such change may affect the laboratory and clinic maintenance and repair service needs required herein, and may result in a modification of required Contract services. Any such modification will be memorialized through a written amendment to the Contract which is executed by County and Contractor.

Contractor must provide the following services for all equipment and medical devices listed in Attachment 1, Facility Location and Inventory List:

9.1 Routine Preventive Maintenance and Calibration Services

- 9.1.1 Contractor must provide routine preventive maintenance and calibration services under the Contract, including all required labor, in accordance with the rates listed in Exhibit C1, Budget and Equipment List for PHL, Flat Rate Section, and Exhibit C2, Budget and Equipment List for CHS, Flat Rate Section.
- 9.1.2 Contractor must provide any instruments or devices required in the performance of routine preventative maintenance and calibration services. Contractor is responsible for the costs of any new instruments or devices required to perform the services.
- 9.1.3 Preventive maintenance and calibration services must meet the reasonable needs of each Facility, be performed in accordance with the OEM recommendations regarding frequency of preventive maintenance services, and comply with all appropriate licensing and accrediting agencies of each of the following entities, as applicable:
- a) Clinical Laboratory Standards Institute (CLSI) *Quality Management System: Equipment; Approved Guideline GP37-A*
 - b) Joint Commission on Accreditation of Healthcare Organizations (JCAHO)
 - c) Healthcare Facility Accreditation Program (HFAP)

- d) National Fire and Protection Agency (NFPA)
 - e) California Code of Regulations, Title 22, §75032
 - f) Accreditation Association for Ambulatory Healthcare (AAAHC)
 - g) Association for the Advancement of Medical Instrumentation (AMA)
 - h) Centers for Medicare and Medicaid Services
 - i) Food and Drug Administration
- 9.1.4 Preventive maintenance and calibration services must include, but not be limited to: inspections; cleaning and lubrication; safety inspections, functional tests and adjustments or calibrations necessary to facilitate proper functioning of the equipment and medical devices; and electrical checks on all equipment and medical devices. In any event, Contractor must ensure that all equipment and medical devices are maintained in original functional and operational state, meeting regulatory compliance standards.
- 9.1.5 Contractor must provide preventive maintenance and calibration services for any and all same or similar equipment and/or medical devices that is/are replaced by County during the term of the Contract. The County Project Director will determine whether replaced equipment and medical devices are "same or similar". In the event of such replacement, the rate for the replaced equipment and/or medical device will be charged for the same or similar equipment and medical device as specified in Exhibit C1, Budget and Equipment List for PHL, Flat Rate Section and Exhibit C2, Budget and Equipment List for CHS, Flat Rate Section.
- 9.1.6 Contractor must provide preventive maintenance and calibration services for any new medical equipment or devices added by County during the term of the Contract. In the event of such addition, the rate for the preventive maintenance and calibration services will be negotiated by the parties, and Exhibits C1 and C2 will be updated, as necessary, in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.
- 9.1.6.1 Contractor will update its electronic inventory database for any new equipment or devices added.

9.1.6.2 New equipment, preventative maintenance, and calibration services must not exceed the budget as specified in Exhibit C1, Budget and Equipment Lists for PHL, Item 4, Budget New Equipment and Calibration, and Exhibit C2, Budget and Equipment Lists for CHS, Item 4, Budget New Equipment and Calibration. Exhibits C1 and C2 will be updated in accordance with Paragraph 6.3 of the Contract, Alteration of Terms/Amendments.

9.1.7 Contractor must:

9.1.7.1 Submit a "Record of Service" to the Facility Administrator at each Facility within 10 business days after completion of service.

9.1.7.2 Affix labels on equipment and medical devices that identify the equipment or medical devices' unique serial number, date of service, name or initials of service technician, and due date of next service.

9.1.8 Routine preventive maintenance and calibration services exclude major overhaul, special services, installation of equipment or medical device, equipment or medical device relocation, equipment or medical device modification, or refurbishing.

9.1.9 Contractor must notify County Project Manager and provide recommendations for the replacement of equipment or medical devices for which parts are no longer available.

9.1.10 Contractor must notify County's Project Manager of worn, defective, or broken parts and provide a quote for necessary repairs or new parts specifically designed for the equipment and/or medical device.

9.2 As-Needed Services

9.2.1 In the event that services require more than routine preventive maintenance and calibration services, Contractor must provide recommendations and receive prior approval from the County to initiate the service. The pricing for the service will be at the rate specified in Exhibit C1, Budget and Equipment List for PHL, Item 2a, As-Needed Services and Exhibit C2, Budget and Equipment List for CHS, Item 2a, As-Needed Services.

As-needed services will be billed to County at the hourly rates or quarterly portion thereof, rounded up to the nearest quarter hour, upon written consent of County's Facility Administrator or designee.

9.2.2 As-Needed Repair Services:

9.2.2.1 Contractor must provide as-needed repair services, as determined by County, Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m. PT, excluding County holidays. Contractor will have a technician onsite where the medical equipment is located to perform the as-needed repair services within 24 hours after notification by the Facility. If the as-needed repair services commence prior to 5:00 p.m. PT, weekdays, but extend beyond 5:00 p.m. PT, no additional service charges will be incurred by County over and above the rates specified in Exhibit C1, Budget and Equipment List for PHL, Item 2a, As-Needed Services and Exhibit C2, Budget and Equipment List for CHS, Item 2a, As-Needed Services.

9.2.2.2 Prior to performing any as-needed repair services, Contractor must prepare and submit a written description of the work with an estimate of labor and materials. No as-needed repair services may commence without prior written authorization by the County.

9.2.2.3 Upon arrival at a County Facility, if Contractor determines that the equipment or medical device cannot be immediately repaired, Contractor's service representative must notify County's Facility Administrator or designee, in writing, of an estimated time frame for repair and cost.

9.2.2.4 Repair, maintenance, and calibration services provided by Contractor must be made on Facility grounds and include all travel, labor, and materials necessary to maintain said equipment or medical device. Replacement parts will be new or equivalent to new parts subject to County approval.

9.2.2.5 Repair must include diagnosis and correction of malfunctions and/or failures occurring to said equipment or medical device. With approval by County's Facility Administrator or designee, temporary repair procedures

may be implemented by County's personnel while Contractor is concurrently developing a permanent repair to said equipment or medical device.

9.2.2.6 If Contractor is unable to procure necessary additional parts or resources within 24 hours after repair to said equipment or medical device has begun, County's Facility Administrator or their designee will have the option of requiring replacement equipment or medical device, if available, until service can be completed by Contractor. In any event, Contractor must either: 1) repair said equipment or medical device; or 2) have approved plan for repair of said equipment medical device; or 3) provide County with temporary replacement for the equipment or medical device, if available, within 24 hours after repair work on County-owned equipment or medical device has begun, subject to County approval.

9.2.2.6 Contractor will be reimbursed for the procurement of any and all required parts for service(s) in accordance with Paragraph 6.1, Invoices and Payment, of the Contract.

9.2.3 Equipment and Medical Device Upgrades and Improvement:

9.2.3.1 Contractor will provide all OEM recommended and/or County required equipment upgrades and improvements to medical equipment, following the written approval of the County Project Manager or designee.

9.2.3.2 Warranty Repair: All OEM recommended and/or County required equipment and medical device upgrades and improvements which are provided by the OEM at no cost and have been approved in writing by the County Project Manager or designee will be made available and installed by Contractor on the equipment and/or medical device at each Facility at the rate specified in Exhibit C1, Budget and Equipment List for PHL, Item 2a, As-Needed Services, and Exhibit C2, Budget and Equipment List for CHS, Item 2a, As-Needed Services. If the upgrades/improvements commence prior to 5:00 p.m. PT (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges are to be incurred by County. Contractor will not charge County for any parts that are included under warranty.

9.2.3.3 Non-Warranty Repair: All OEM recommended and/or

County required equipment and medical device upgrades and improvements which are charged to the County with no markup and have been approved in writing by the County Project Manager or designee will be made available and installed by Contractor on the equipment and medical device at each Facility at the rate specified in Exhibit C1, Budget and Equipment List for PHL, Item 2a, As-Needed Services and Exhibit C2, Budget and Equipment List for CHS, Item 2a, As-Needed Services. If the updates/improvements commence prior to 5:00 p.m. PT (Monday through Friday), but extend beyond 5:00 p.m. PT, no additional service charges are to be incurred by County. The cost of any parts required for the equipment and medical device upgrades/improvement to be provided by Contractor must be approved by County Project Manager or designee in writing prior to purchase and commencement of such medical equipment upgrades/improvements.

- 9.2.3.4 Contractor will be reimbursed for the procurement of any and all required parts for service(s) in accordance with Paragraph 6.1, Invoices and Payment, of the Contract. Repair costs, including parts, must not exceed the total budget as specified in Exhibit C1, Budget and Equipment List for PHL, Item 3, Budget for Parts for Repairs, and Exhibit C2, Budget and Equipment List for CHS, Item 3, Budget for Parts for Repairs.

9.3 Exclusions

- 9.3.1 Contractor will notify County of broken/damaged equipment prior to servicing. Except as described below, Contractor is not responsible for providing the repair services if repairs are required because of causes other than ordinary use of the equipment and medical devices, as determined by County. All breakage or damage to equipment and medical device due to abuse and/or negligence by County personnel will first be verified and determined to be due to abuse and/or negligence by County personnel. Contractor will repair such equipment and medical device broken and/or damaged due to abuse and/or negligence on the part of Facility personnel only with the prior written authorization of Director. Such services will be considered "Out-of-Scope" services.

- 9.3.2 Contractor must provide Public Health with an itemization of the

repair(s) necessary, including estimated costs of such repair required to bring equipment or medical device up to current regulatory compliance standards, at the rates specified in Exhibit C1, Budget and Equipment List for PHL, Item 2b, Exclusions, and Exhibit C2, Budget and Equipment List for CHS, Item 2b, Exclusions, and procurement of any and all required parts for service(s) in accordance with Paragraph 6.1 of the Contract, Invoices and Payment. Replacement parts will be new or equivalent to new parts subject to County approval.

9.4 Service-Tracking and Inventory Database

Contractor will develop and maintain an electronic inventory database of all equipment and medical devices at County Facilities, as well as a comprehensive electronic list of equipment and medical device service-tracking. Contractor's comprehensive equipment and medical device service-tracking and inventory database will include tracking of all repair services (as-needed services and Exclusions), preventive maintenance and/or calibration services, and County's equipment and medical device inventory. Contractor will make its comprehensive equipment and medical device service-tracking and inventory database available and accessible to Public Health.

Contractor's comprehensive equipment and medical device service-tracking will track and document the following information electronically:

- 9.4.1 As-needed services and Exclusions repair services, including the following:
- a) Date and time repair service calls are placed by County.
 - b) Facility from which repair service call was placed by County.
 - c) Name of County personnel who placed the request for service call.
 - d) Serial number of equipment and/or medical device serviced.
 - e) Specific location of equipment (i.e. room number, Virology Unit, etc.) and medical device serviced.
 - f) Description of problem and estimated time to repair.
 - g) Date and time repair calls are dispatched and completed by Contractor.
 - h) Description of the work completed or disposition of the work in progress, including a listing of parts replaced or placed on order.
 - i) Complete, documented service history of each piece of equipment and/or medical device.
 - j) Service technician's full name.

9.4.2 Preventive maintenance and calibration services, including the following:

- a) Date and time of preventive and/or calibration services completed for each piece of equipment and/or medical device.
- b) Facility where the preventive and/or calibration services are completed for each equipment and/or medical device.
- c) Serial number of equipment and/or medical device serviced.
- d) Description of the work completed or disposition of the work in progress, including a listing of parts replaced or placed on order.
- e) Complete, documented service history of each piece of equipment and/or medical device in regard to preventive and/or calibration services.
- f) Service technician's full name.

9.4.3 Comprehensive equipment and medical device inventory list will include, but not be limited to, the following:

- a) Equipment and medical device description (manufacturer's name, model number, and serial number).
- b) Equipment and medical device location (e.g., Facility address, room number).
- c) Equipment and medical device preventative maintenance schedule.
- d) Equipment and medical device replacement information (if applicable).
- e) The Los Angeles County Capital Asset Leasing or Los Angeles County number, where applicable.

9.5 Comprehensive Equipment and Medical Device Inventory and Preventive Maintenance and Calibration Services Schedule

9.5.1 In addition to Paragraph 9.4 (Service-Tracking and Inventory Database) above, Contractor will utilize and maintain a comprehensive equipment and medical device service-tracking and inventory database which is accessible by Public Health for the purpose of querying service status, service schedules, and inventory lists, as well as generating reports for the duration of the Contract with all data available to the County upon completion of the Contract. The database must be capable of generating inventory lists of all equipment and medical devices covered under the Contract as set forth in Attachment 1, Facility Location and Inventory List. In accordance with Subparagraph 9.4 above, Contractor's equipment and medical device inventory list will include the equipment's and medical device's description,

manufacturer's name, model number, serial number, and specific location (e.g., Facility address, room number). Upon execution of the Contract, Contractor will input and populate into the database all equipment and medical devices described in Attachment 1, Facility Location and Inventory List.

- 9.5.2 Within 30 Days of execution of the Contract, Contractor will provide each Facility with a preventive maintenance and calibration service schedule for all equipment and medical devices covered under the Contract. Contractor will include, as part of this schedule, the preventive maintenance and calibration service requirements established by the Facility and/or OEM standards for all listed medical equipment. The preventive maintenance service schedule must be updated by Contractor every six months or as requested and provided to the County Project Manager.

9.6 Breakage and/or Loss

- 9.6.1 Contractor must replace and/or repair (at the time of servicing) any equipment and/or medical device and/or parts thereof which suffer breakage, damage, or loss caused by Contractor at the time of servicing or repair, at no additional cost to County.

9.7 Rework

- 9.7.1 Contractor will rework improperly repaired equipment or medical devices, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Contractor will also repair any defective parts purchased and installed by Contractor and repair any damage to the equipment or medical device caused by Contractor, at no additional cost to County.

9.8 Reports

- 9.8.1 Contractor will prepare and maintain an electronic record of all preventive maintenance services provided on each piece of equipment and medical device at each Facility. Such service report(s) must: (a) meet all licensing, accrediting, and regulatory agency requirements, (b) include Facility name, address, department, and Point of Contact, (c) clearly identify the equipment and/or medical device services by equipment type, make, model number, serial/site number, and Los Angeles County Capital Asset Leasing or Los Angeles County number (if available), (d) include the service date(s), required preventive

maintenance (PM) frequency, the name of the service technician who performed the service, and next PM due date, (e) include itemization and description of all applicable services performed, including but not limited to electrical safety checks, physical inspection, maintenance, performance check, and calibration/reference readings, (f) comments/issues noted, (g) list any parts installed, (h) list any actions required, and (i) provide status summary, (j) include reviewing supervisor acceptance signature and date. A copy of such service report will be given to the Facility electronically within 30 Days from the time service is performed. Such service reports are the property of the County.

9.9 Risk Management Program

- 9.9.1 Contractor will, in association with Facility staff, develop and maintain an equipment and medical device risk management program. Such program will require written documentation of all medical incidents that involve equipment and medical devices covered under the Contract, whereby such equipment or medical device has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation will describe the incident, the equipment or medical device involved in the incident, and any subsequent examination of such equipment or medical device with results of said examination. County's Facility Administrator, or designee, in consultation with Contractor and Facility's Risk Manager, will provide direct oversight of all activities to decommission, sequester, and/or examine any equipment or medical device which has been involved in a medical incident. Neither party will use, clean, discard, alter, or repair any equipment or medical device involved in such incident prior to said equipment or medical device's authorized examination.

**Exhibit A - Statement of Work
Attachment 1 - Facility Location and Inventory List**

PUBLIC HEALTH LABORATORY INVENTORY LIST

Bioincinerator	Balance	Camera	Centrifuge	Decapper	Fluorometer	Fume Hood	Heat Block	Hot Plate	Illuminator	Incubator	Label Printer	Microfuge	Microplate Reader	Microwave Oven	Mini Sub-Cell CT System	Mixer	PCR Workstation	pH Meter	Plate Spinner	Power Supply	Rocker Tube	Rotator	Shaker
7	9	1	48	2	3	4	14	5	3	39	1	13	2	3	3	53	12	2	1	2	6	6	7

Slide Warmer	Spectrophotometer	Stirrer	Stomacher	Sub-Cell CT	BNA System	Tape Station	Thermometer	Turbidity Meter	Ultrasonic Cleaner	Washer	Waterbath	Total Items										
5	1	5	1	2	1	71	7	5	2	16			362									

Facility Location: Public Health Laboratory - 12750 Erickson Avenue, Downey, CA 90242

COMMUNITY HEALTH SERVICES INVENTORY LIST

Auto. External Debrillator	Audiometer	Centrifuge	Exam Light	Exam Table	Freezer	Incubator	Microscope	Mixer	Refrigerator	Standard Balance Scale	Digital Scale	Thermometer (Equipment)	Vision Test Device	Ophthalmoscope / Otoscope / Wall Transformer (Blood Pressure)	Blood Pressure / Sphygmomanometer	Pulse Oximeter	Thermometer (Patient)	X-ray View Box	Exam Chair	Vital Signs	Phlebotomy Chair	Glucometer	Urinalysis	Total Items
14	10	21	33	48	0	17	0	0	0	11	31	41	6	23	31	3	46	3	8	37	7	0	4	394

- Facility Locations:
- | | |
|---|---|
| 1. Antelope Valley Health Center - 335-B East Avenue K-6, Lancaster, CA 93535 | 2. Santa Clarita Field Office - 26415 Carl Boyer Drive, Santa Clarita, CA 91350 |
| 3. Glendale Health Center - 501 North Glendale Avenue, Glendale, CA 91206 | 4. Pacoima Health Center - 13300 Van Nuys Boulevard, Pacoima, CA 91331 |
| 5. North Hollywood Health Center - 5300 Tujunga Avenue, North Hollywood, CA 91601 | 6. Monrovia Health Center - 330 West Maple Avenue, Monrovia, CA 91016 |
| 7. Pomona Health Center - 750 South Park Avenue, Pomona, CA 91766 | 8. Central Health Center - 241 North Figueroa Street, Los Angeles, CA 90012 |
| 9. DPH Pharmacy - 241 North Figueroa Street, Los Angeles, CA 90012 | 10. Hollywood/Wilshire Health Center - 5205 Melrose Avenue, Los Angeles, CA 90038 |
| 11. Leavy Health Center - 522 San Pedro Street, Los Angeles, CA 90013 | 12. Simms/Mann Health Center - 2509 Pico Boulevard, Room 325, Santa Monica, CA 90405 |
| 13. Ruth Temple Health Center - 3834 South Western Avenue, Los Angeles, CA 90062 | 14. Martin Luther King, Jr. Center for Public Health - 11833 South Wilmington Avenue, Los Angeles, CA 90059 |
| 15. Whittier Health Center - 7643 South Painter Avenue, Whittier, CA 90602 | 16. Curtis Tucker Health Center - 123 West Manchester Boulevard, Inglewood, CA 90301 |
| 17. Torrance Health Center - 711 Del Amo Boulevard, Torrance, CA 90502 | |

ATTACHMENT 2: CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
FACILITY	
CONTRACTOR	CONTRACTOR NUMBER
TO CONTRACTOR'S STAFF (NAME AND TITLE)	FROM (COUNTY STAFF NAME AND TITLE)

INCIDENT DETAILS

DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) – INCLUDE AGREEMENT REFERENCES		

CONTRACTOR DUE DATES

1) Contractor's Written Acknowledgement of discrepancy response is due within 5 business days from the date of this CDR: _____	
2) Contractor's Correction Plan of all deficiencies identified in this CDR is due within 10 business days from the date of this CDR: _____	
SIGNATURE OF COUNTY REPRESENTATIVE	DATE

CONTRACTOR CORRECTIVE ACTION PLAN

IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE	SIGNATURE OF CONTRACTOR REPRESENTATIVE	DATE

**Exhibit C1
Budget and Equipment List - PHL**

Bidder's Name:	
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1. FLAT RATE SECTION

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
PHL EQUIPMENT ITEMS						
BACTINERATOR						
Bacti-Cinerator	McCormick Sci.	IV	6		1	\$ -
Bacti-Cinerator	Oxford	III	1		1	\$ -
Total			7			\$ -
BALANCE						
Balance, Analytical	Mettler Toledo	AG204	1		2	\$ -
Balance, Electronic	Denver Instrument	XP-300	1		2	\$ -
Balance, Top-Loading	Ohaus	PA1502	5		2	\$ -
Scale, Electronic	Mettler Instrument	MS304S	2		2	\$ -
Total			9			\$ -
CENTRIFUGE						
Centrifuge	Argos	VS-100BN	4		2	\$ -
Centrifuge	Beckman Coulter	Allegra 6	2		2	\$ -
Centrifuge, Refrigerated	Beckman Coulter	GS-6KR	1		2	\$ -
Centrifuge, Refrigerated	Beckman Coulter	Allegra 64R	1		2	\$ -
Centrifuge	Benchmark	C1008	4		2	\$ -
Centrifuge	Cole Palmer	C1201/DW41	1		2	\$ -
Centrifuge, Refrigerated	Eppendorf	5804R	6		2	\$ -
Centrifuge	Eppendorf	5425	4		2	\$ -
Centrifuge	Fisher Scientific	05-090-100	5		2	\$ -
Mini Plate Spinner Centrifuge	Fisher Scientific	14100143	3		2	\$ -
Centrifuge, Horizontal	Griffin Group	RMC-120	1		2	\$ -
Centrifuge	Thermo Scientific	Sorval Legend Micro 21	1		2	\$ -
Centrifuge, Refrigerated	Thermo Scientific	Sorval Legend XFR	2		2	\$ -
Microcentrifuge	USA Scientific	SD	6		2	\$ -
Microcentrifuge	USA Scientific	IR	2		2	\$ -
Centrifuge, Microplate	USA Scientific	C-2000	1		2	\$ -

**Exhibit C1
Budget and Equipment List - PHL**

APPENDIX A

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
Centrifuge	VWR	Galaxy Mini	4		2	\$ -
Total			48			\$ -
DECAPPER						
Belt Decapper, Unicap	Greiner Bio-One	Vacurette	2		2	\$ -
Total			2			\$ -
HEAT BLOCK						
Dri-Bath	Labnet	D1200	1		2	\$ -
Heat Block	Diagnostic Hybrids	260680	1		2	\$ -
Heat Block	Benchmark	BSH-200	3		2	\$ -
Heat Block	Crystal	GY-2101A	2		2	\$ -
Heat Block	Gen-Probe	2775	2		2	\$ -
Heat Block	Fisher Scientific	11-718-6	1		2	\$ -
Heat Block, Digital	VWR	13259-052	1		2	\$ -
Thermomixer	Eppendorf	Thermomixer	3		2	\$ -
Total			14			\$ -
FUME HOOD						
Chemical Fume Hood	Airclean Systems	AC632LFUVC	2		1	\$ -
Chemical Fume Hood	Airclean Systems	AC632DB	2		1	\$ -
Total			4			\$ -
HOT PLATE						
Stirrer/Hot Plate	Fisher Scientific	11-500-49SH	3		2	\$ -
Stirrer/Hot Plate	VWR	97042-634	1		2	\$ -
Hot Plate	Corning	PC-300	1		2	\$ -
Total			5			\$ -
ILLUMINATOR						
Transilluminator	Bio-Rad	Mini	1		2	\$ -
Imaging System	Acuris Instruments	SmartDoc	1		2	\$ -
Illuminator, UV	UVP	TL-33E	1		2	\$ -
Total			3			\$ -
INCUBATORS						
Incubator	3M (Attest)	390	1		2	\$ -
Incubator	3M (Attest)	116	2		2	\$ -
Incubator	Benchmark	H2200-HC	1		2	\$ -
Incubator	Boekel	13500	3		2	\$ -

**Exhibit C1
Budget and Equipment List - PHL**

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
Incubator, CO2	Fisherbrand	11676602	1		2	\$ -
Incubator	Lab-Line	203	2		2	\$ -
Incubator	Lab-Line	120	2		2	\$ -
Incubator, Low-Temp	Thermo Fisher	818	2		2	\$ -
Incubator	Thermo Scientific	Heratherm IMC 18	1		2	\$ -
Incubator	VWR	1555	12		2	\$ -
Incubator, CO2	VWR	2350T	2		2	\$ -
Incubator, CO2	VWR	1927	5		2	\$ -
Incubator, CO2 #2	VWR	2475T	2		2	\$ -
Incubator, CO2 #5	VWR	2450T	2		2	\$ -
Incubator	Yamato Scientific	IC400	1		2	\$ -
Total			39			\$ -
METER, pH						
pH Meter	Oakton Instruments	1100	1		2	\$ -
pH Meter	Fisher Brand	FE-150	1		2	\$ -
Total			2			\$ -
MICROFUGE						
Centrifuge	Beckman Coulter	Microfuge 16	7		2	\$ -
Centrifuge-Microfuge	USA Scientific	S.D.	6		2	\$ -
Total			13			\$ -
MINI SUB-CELL GT SYSTEM						
Mini Sub-cell GT System	Bio-Rad Laboratories	170-4487	2		1	\$ -
Mini Sub-cell GT System	Bio-Rad Laboratories	Mini C	1		1	\$ -
Total			3			\$ -
MIXER						
Mixer (Maxi-Mix Plus)	Barnstead/Thermolyne	M63215	1		2	\$ -
Mixer, Vortex	Barnstead/Thermolyne	M16715	7		2	\$ -
Mixer, Vortex	Barnstead/Thermolyne	M37615	1		2	\$ -
Vortex, Mixer	Benchmark	BV1000	1		2	\$ -
Mixer, Vortex	Fisher Scientific	2215365	5		2	\$ -
Mixer, Vortex (Genie 2)	Fisher Scientific	G-560	1		2	\$ -
Heating/Cooling Block Vortexer	Gen Probe	SB-100	1		2	\$ -
Vortexer	IKA Works	IS000	1		2	\$ -
Vortexer	IKA Works	MS3B	1		2	\$ -
Vortex, Mixer	LabForce	BV1000	1		2	\$ -

**Exhibit C1
Budget and Equipment List - PHL**

APPENDIX A

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
Mixer, Vortex (Genie 2)	Scientific Industries	9560/SI-0236	9		2	\$ -
Vortexer	Talboys	94567	1		2	\$ -
Mixer, Vortex	Thermo Scientific	M16715	1		2	\$ -
Mixer	Thermo Scientific	88882007	1		2	\$ -
Vortexer	Thermo Scientific	88882009	1		2	\$ -
Vortexer, Multi-tube	Troemner	VX01	1		2	\$ -
Mixer, Vortex	Velp Scientifica	Wizard	2		2	\$ -
Vortex	VWR	VM-3000 Mini	1		2	\$ -
Mixer, Vortex	VWR	MV1	12		2	\$ -
Vortexer, Multi-Tube	VWR	VX-2500	3		2	\$ -
Vortexer	VWR	97043562	1		2	\$ -
Total			53			\$ -
PLATE SPINNER						
Centrifuge, Plate Spinner	Fisher Scientific	14100143	1		2	\$ -
Total			1			\$ -
POWER SUPPLY						
Power Supply	Bio-Rad Laboratories	PAC 300	2		1	\$ -
Power Supply	Bio-Rad Laboratories	PAC1000	1		1	\$ -
Total			3			\$ -
MICROPLATE READER						
Reader, Microplate	Biotek Instruments	ELx800	2		2	\$ -
Reader, Microplate	Biotek Instruments	Epoch	1		2	\$ -
Total			3			\$ -
MICROWAVE OVEN						
Microwave Oven	Auavtic	M01108SST	1		2	\$ -
Total			1			\$ -
ROCKER TUBE						
Rotator/Mixer/Rocker	Scientific Industries	K-500-4	1		1	\$ -
Rocker	Boekel	28200	1		1	\$ -
Rocker	Thermo Fisher	M48725	1		1	\$ -
Mini Tube Rotator	Thomas Scientific	LabForce	1		1	\$ -
Rocker	Thermo Scientific	4630	1		1	\$ -
Rocker	Benchmark	B3D2300	1		1	\$ -
Total			6			\$ -

**Exhibit C1
Budget and Equipment List - PHL**

APPENDIX A

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
ROTATOR						
Tissue Culture Rotator	Lab-Line Instruments	1645 (Cel-Grow)	3		2	\$ -
Rotator	Fisher Scientific	341	2		2	\$ -
Rotator	SLT	MPS-4	1		2	\$ -
Total			6			\$ -
SHAKER						
Shaker, Rotisserie	Barnstead/Thermolyne	400110	1		2	\$ -
Shaker, Rotisserie	Perkin Elmer	1296-004	1		2	\$ -
Bath, Reciprocal Shaking	Precision Scientific	25 #51221080	1		2	\$ -
Shaker, Tube	Therm Scientific	C400110	1		2	\$ -
Shaker (Disruptor)	Scientific Industries	SI-DD38	2		2	\$ -
Incubation Shaker	New Brunswick	Excella E24	1		2	\$ -
Total			7			\$ -
STIRRER						
Magnetic Stirrer	Fisher Scientific	11-600-495	1		2	\$ -
Magnetic Stirrer	Benchmark/VWR	HCS-50	1		2	\$ -
Magnetic Stirrer	VWR	HCH-50	1		2	\$ -
Stirrer	Corning	PC410	2		2	\$ -
Total			5			\$ -
STOMACHER						
Blender, Circulator/Paddle	Seward	Stomacher400	1		2	\$ -
Total			1			\$ -
SUB-CELL GT DNA SYSTEM						
Sub-Cell GT DNA System	Bio-Rad Laboratories	N/A	2		1	\$ -
Total			2			\$ -
THERMOMETER						
Thermometer (Blue Fluid)	STB	307059	1		1	\$ -
Barometer, Digital	Fisher Scientific	02-400	4		1	\$ -
Thermometer, Electronic	Fisher Scientific	06-664-11	2		1	\$ -
Thermometer (Red Fluid)	Fisher Scientific	15-041-4D	4		1	\$ -
Thermometer (Blue Fluid)	N/A	35mm IMM	4		1	\$ -
Thermometer (Blue Fluid)	ERTCO	44572QC	15		1	\$ -
Thermometer (Red Fluid)	ERTCO	647-1S	1		1	\$ -
Thermometer (Red Fluid)	N/A	76mm IMM	3		1	\$ -

**Exhibit C1
Budget and Equipment List - PHL**

APPENDIX A

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
Thermometer (Red Fluid)	Thermco Products	ACC6471S	1		1	\$ -
Thermometer (Red Fluid)	ERTCO	F-010-1SR	1		1	\$ -
Thermometer	ERTCO	I-030-1A	1		1	\$ -
Thermometer (Red Fluid)	ERTCO	I-030-1SR	3		1	\$ -
Column Thermometer	ERTCO	N/A	1		1	\$ -
Thermometer (Red Fluid)	N/A	N/A	3		1	\$ -
Digital Thermometer	N/A	N/A	3		1	\$ -
Thermometer (Blue Fluid)	Fisher Sci./Ever-Safe	N16B	4		1	\$ -
Thermometer (Red Fluid)	ERTCO	OV-070S	2		1	\$ -
Thermometer (Red Fluid)	ERTCO	R-020-1SR	3		1	\$ -
Electronic Thermometer	Fisher Scientific	S66277	11		1	\$ -
Thermometer	Baxter	T2030-1	2		1	\$ -
Thermometer (Red Fluid)	ERTCO	ULF-010SR	2		1	\$ -
Total			71			\$ -
ULTRASONIC CLEANER						
Cleaner, Ultrasonic	VWR	75D	1		1	\$ -
Cleaner, Ultrasonic	Lab-Line/Gen-Probe	9303GEN	1		1	\$ -
Cleaner, Ultrasonic	Elma	Elma Sonic E30H	1		1	\$ -
Ultrasonic Cleaner	Branson	CPX3800H	1		1	\$ -
Ultrasonic Bath	NA	B200	1		1	\$ -
Total			5			\$ -
WARMER, SLIDE						
Warmer, Slide	Premiere	XH-2002	1		2	\$ -
Warmer, Slide	Thermo Scientific	N/A	4		2	\$ -
Total			5			\$ -
WASHER						
Washer, Microplate Strip	Biotek Instruments	Elx50	1		2	\$ -
Washer, Microplate Strip	Biotek Instruments	Elx508V	1		2	\$ -
Total			2			\$ -
WATER BATH						
Water Bath (Aqua Bath)	Lab-Line	18002	5		2	\$ -
Water Bath	Precision Scientific	51221048	2		2	\$ -
Water Bath	Precision Scientific	51221060	1		2	\$ -
Water Bath	Precision Scientific	180	1		2	\$ -
Water Bath (Isotemp)	Fisher Scientific	202S	1		2	\$ -

**Exhibit C1
Budget and Equipment List - PHL**

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
Water Bath (Isotemp)	Fisher Scientific	220	1		2	\$ -
Water Bath (Circulating)	Precision Scientific	260	1		2	\$ -
Water Bath	Thermo Scientific	2864	2		2	\$ -
Water Bath (GP 20)	Thermo Scientific	TSGP20	1		2	\$ -
Water Bath	Benchmark	myBath	1		2	\$ -
Total			16			\$ -
PCR WORKSTATION						
Ductless Chem. Workstation	Airclean Systems	AC600	9		1	\$ -
Ductless Chem. Workstation	Airclean Systems	AC632DB	1		1	\$ -
PCR Workstation	C.B.S. Scientific	P-030-02	1		1	\$ -
PCR Workstation Hood 6	C.B.S. Scientific	P-030-202	1		1	\$ -
Total			12			\$ -
MISCELLANEOUS						
Turbidity Meter	Beckman Coulter	Microscan	6		2	\$ -
Turbidity Meter	Dade Behring	MicroScan	1		2	\$ -
Tape Station	Agilent Technologies	4200	1		2	\$ -
Fluorometer	Thermo Fisher Sci.	Fluorometer Qubit Flex	1		2	\$ -
Fluorometer	Invitrogen/Thermo Sci.	Qubit Flex	2		2	\$ -
Spectrophotometer	NanoDrop	ND-1000	1		2	\$ -
Printer, Label	Brady	(Printer) i5100	1		2	\$ -
Camera	Olympus	Stylus Tough	1		2	\$ -
Total			14			\$ -
FLAT RATE SECTION - TOTAL						
2. HOURLY RATE SECTION*						
Type of Hourly Rate			Hourly Rate (A)	Estimated Hours (B)	Estimated Total Annual (12 Months) Cost (AxB)	
2a. As-Needed Services (response and/or service performed within 24 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.2):				30.00	\$ -	
2b. Exclusions (response and/or service provided within 24 hours of notification to Contractor for "Out-of-Scope" services, refer to Exhibit A, Statement of Work, Paragraph 9.4):				30.00	\$ -	
HOURLY RATE SECTION - TOTAL (2a + 2b)				60.00	\$ -	

*Bidder shall be reimbursed for the procurement of any and all required parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.

**Exhibit C1
Budget and Equipment List - PHL**

Item	Manufacturer	Model #	Total # of Items (A)	Bidder's Service Cost Per item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)
3. BUDGET FOR PARTS FOR REPAIRS SECTION						
BUDGET FOR PARTS FOR REPAIRS SECTION - TOTAL						\$20,000
4. BUDGET FOR NEW EQUIPMENT AND CALIBRATION						
BUDGET FOR NEW EQUIPMENT AND CALIBRATION SECTION - TOTAL						\$5,000

**Exhibit C2
Budget and Equipment List - CHS**

Bidder's Name:	
Key new addition reported by the center.	

1. FLAT RATE SECTION

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Bidder's Service Cost Per Item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
CHS Medical Equipment Items							
Automated External Defibrillator	Cardiac Science	4301094 / Powerheart G3	13.0		1	\$ -	AVHC (1), NHH (1), Pacoima (1), CTHC (1), RTHC (1), THC(1), HWHC (1), MLK (1), WHC (1), MHC (1), Pomona (1), GHC (1), CHC (1)
Automated External Defibrillator	Cardiac Science	9390A-501	1.0		1		Cen Sat (1)
Total			14		1	\$ -	
Audiometer	Eckstein	EB390MB				\$ -	
Audiometer	AMBCO	650A	7.0		2	\$ -	Pacoima (2), HWHC (1), WHC (1), Cen Satellite (1), CHC (1), AVHC (1)
Audiometer	MAICO	MA-25	1.0		2	\$ -	HWHC (1)
Audiometer	MAICO	MA-19	1.0		2		CHC (1)
Audiometer	Welch Allyn	AM232	1.0		2	\$ -	MHC (1)
Total			10		8	\$ -	
Centrifuge	Clay Adams	Compact II	1.0		2	\$ -	Pomona (1)
Centrifuge	Unico	C858	2.0		2	\$ -	AVHC (1), CHC (1)
Centrifuge	LW Scientific	CXR	1.0		2	\$ -	NHH (1)
Centrifuge	Fisher HealthCare	Horizon 642E	4.0		2	\$ -	RTHC (1), MLK (1), CHC (2)
Centrifuge	UNICO	C8363	1.0		2	\$ -	MHC (1)
Centrifuge	McKesson	HXV	2.0		2	\$ -	Cen Sat (1) & CHC (1)
Centrifuge	Drucker/Fisher	642E	9.0		2	\$ -	NHH (1), CTHC (1), HWHC (1), WHC(2), GHC (1) CHC (2), Pacoima (1)
Centrifuge	Unico	C8312	1.0				Pomona(1)
Total			21		8	\$ -	
Exam Light	Burton Medical	WM50FL	1.0		2		Pomona (1)
Exam Light	Welch Allyn	GS EXAM IV M344	24.0		2	\$ -	NHH (2), MLK (3), CTHC (6), THC (5), HWHC (2), WHC (2 total- 1 of them in trailer), Pomona (2), CHC (2)
Exam Light	Phillips Burton	GL10184	2.0		2	\$ -	AVHC (2)
Exam Light	Phillips Burton	SB40FL	1.0		2	\$ -	CTHC (1)
Exam Light	Welch Allyn	46070K	1.0		2	\$ -	WHC (1)
Exam Light	Welch Allyn	LS135	2.0		2	\$ -	CHC (2)
Exam Light	Dazor	6004A/1050/BLACK	2.0				RTHC(2)
Total			33		12	\$ -	
Exam Table	Enochs	Power 4000	2.0		2	\$ -	NHH (1), Pomona (1)
Exam Table	Midmark Corp	604-001	11.0		2	\$ -	AVHC (3), CTHC (1), MLK (7)
Exam Table	Midmark Corp	104 Ritter	3.0		2	\$ -	CHC (2) & Pomona (1)
Exam Table	Midmark Corp	305 Ritter	1.0		2	\$ -	Pacoima (1)
Exam Table	Midmark Corp	223 Ritter	2.0		2	\$ -	CHC (2)
Exam Table	Enochs	UNKNOWN	1.0		2	\$ -	GHC (1)
Exam Table	Midmark Corp	100-005	1.0		2	\$ -	WHC (1)
Exam Table	Midmark Corp	204	1.0		2	\$ -	RTHC (1)

**Exhibit C2
Budget and Equipment List - CHS**

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Bidder's Service Cost Per Item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Exam Table	Midmark Corp	625	1.0		2	\$ -	CHC (1)
Exam Table	Dre Medical	Dentamed	1.0		2	\$ -	CHC (1)
Exam Table	Midmark	222	1.0		2	\$ -	WHC (1)
Exam Table	LINAK	11324B	2.0		2	\$ -	HWHC (2)
Exam Table	Clinton Industries	No model listed	2.0		2	\$ -	HWHC (2)
Exam Table	Midmark Corp	623	2.0		2	\$ -	THC (1) & CHC (1)
Exam Table	Midmark Corp	300	1.0		2	\$ -	NHHC (1)
Exam Table	Intensa	460	11.0		2	\$ -	AVHC (1), NHHC (1), CTHC (2), RTHC (1), THC (1), WHC (2), CHC (2), Pacoima (1)
Exam Table	UM Medical Power Hi/Lo	4040-650 100	3.0				THC (3)
Exam Table	Midmark	Ritter	1.0				Pomona (1)
Exam Table	LINAK	DK6430	1.0				Pomona (1)
Total			48		30	\$ -	
Incubator	Boekel	132000	1.0		2	\$ -	THC (1)
Incubator	Curtin Mathenson Scientific, Inc	C1574	1.0		2	\$ -	MLK (1)
Incubator	Boekel	None	2.0		2	\$ -	RTHC (1) , Cen Sat (1)
Incubator	Boekel	133000	1.0		2	\$ -	AVHC (1)
Incubator	Thermo fisher (model not provided)	IMC40483279(serial)	1.0		2	\$ -	CTHC (1)
Incubator	VWR	INCU-LINE	1.0		2	\$ -	CTHC (1)
Incubator	Thermo Scientific	IMC-18	10.0		2	\$ -	NHHC (1), PAC (1), HWHC (1), WHC (1), MHC (1), Pomona (1), GHC (1), CHC (2), Pacoima (1)
Total			17		14	\$ -	
Standard Balance Scale	Health O Meter	None	2.0		2	\$ -	NHHC (1), RTHC (1)
Standard Balance Scale	Health O Meter	402KL	2.0		2	\$ -	MLK (2)
Scale for Wheelchair	Health O Meter	No Model Listed	1.0		2		MLK (1)
Standard Balance Scale	Cardinal Detecto	None	2.0		2	\$ -	CHC (1) & MHC (1)
Standard Balance Scale	Seca	700	2.0		2	\$ -	CHC (2)
Standard Balance Scale	Acculab	VIC-3003	1.0		2	\$ -	Pharmacy (1)
Adult Stand On Scale	Continental Scale	400DRD	1.0		2	\$ -	CHC (1)
Total			11		14	\$ -	
Digital Scale	Cardinal Detecto	6129	6.0		2	\$ -	AVHC (2), NHHC (1), PAC (2), WHC (1)
Digital Scale	Cardinal Detecto	758C	3.0		2	\$ -	PAC (1), CTHC (2)
Digital Scale	Cardinal Detecto	751	1.0		2	\$ -	HWHC (1)
Digital Scale	Cardinal Detecto	750	10.0		2	\$ -	CTHC (1), HWHC (1), Cen Sat (1), MHC (1), THC (1 - no dept sticker), Pomona (2), CHC (3)
Digital Scale	Cardinal Detecto	SOLO	1.0		2	\$ -	NHHC (1)
Digital Scale	Welch Allyn	901109	1.0				WHC (1)
Digital Scale	Seca	7802321138	5.0		2	\$ -	CTHC(2) & THC(3)
Digital Scale	Seca	7802321134	1.0		2	\$ -	THC (1- no dept sticker)
Digital Scale	Befour	2600T	1.0		2	\$ -	THC (1)
Digital Scale	Befour	MX805	1.0				CHC (1)
Digital Scale	Health O Meter	500KL	1.0				THC (1)
Total			31		16	\$ -	
Thermometer (equipment)	Fisher Scientific/Other	None	1.0		1	\$ -	MLK (1)
Thermometer (equipment)	Cardinal Health	T2960-3	4.0		1	\$ -	MLK (1), WHC (1), CHC (1)

**Exhibit C2
Budget and Equipment List - CHS**

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Bidder's Service Cost Per Item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Thermometer (equipment)	Fisher Scientific/Other	666411	4.0		1	\$ -	MLK (1), Pomona (2 total, 1 is in storage), CHC (1)
Thermometer (equipment)	BCR	Red Fluid	1.0		1	\$ -	MLK (1)
Thermometer (equipment)	Cooper	Red Fluid	1.0		1	\$ -	WHC (1)
Thermometer (equipment)	UEI	RFT2A	1.0		1	\$ -	WHC (1)
Thermometer (equipment)	Taylor	Red Fluid	3.0		1	\$ -	MLK (1), WHC (1), MHC(1)
Thermometer (equipment)	Market Lab	ML 4011	2.0		1	\$ -	THC (2 - no dept sticker)
Thermometer (equipment)	UEU Test Instruments	Red Fluid	1.0		1	\$ -	CHC (1)
Thermometer (equipment)	NSF	Red Fluid	1.0		1	\$ -	CHC (1)
Thermometer Aneroid	Cooper	N/A	1.0		1	\$ -	CHC (1)
Thermometer	Cooper	335	2.0		1	\$ -	MHC (1), Pomona (1)
Thermometer	Cooper	25HP	2.0		1	\$ -	MHC (1), Pomona (1 in storage)
Thermometer (equipment)	Streck	Red Fluid	2.0		1	\$ -	MLK (2)
Datalogging Thermometer	Thomas Scientific	1198d76	5.0		1	\$ -	THC (5 total, 2 have no department sticker)
Temp Logger	Veriteq	SP10022N;SP140044N	1.0		1	\$ -	RTHC (1) Commented item is calibrated by Vaisala
Thermometer	Taylor	5925	1.0		1	\$ -	CHC (1)
Thermometer	Taylor	None	1.0		1	\$ -	MHC (1)
Thermometer	Taylor	5923 (Aneroid)	1.0		1	\$ -	NHHC (1)
Thermometer	Chef's Review	3507-55	1.0		1	\$ -	NHHC (1)
Thermometer electronic	Fisher Scientific	No Model Listed	1.0		1	\$ -	Pomona (1)
Thermometer electronic	Fisher Scientific	11873460	1.0		1	\$ -	MHC (1)
Thermometer (fridge/freezer)	VWR	61161-364	1.0		1	\$ -	NHHC (1)
Thermometer (fridge/freezer)	Johnstone	G21520	2.0		1	\$ -	MHC (1) & Pomona (1)
Thermometer	Thermo Fisher	94460-72					RTHC(2)
Total			41		24	\$ -	
Vision Test Device	Good Lite	A+ 600600	4.0		1	\$ -	AVHC (1), PAC (1), HWHC (1), MHC (1)
Vision Test Device	Graham-Field	2867-1261	1.0		1	\$ -	MLK (1)
Vision Test Device	MODEL AT	Snellen	1.0		1	\$ -	Cen Sat (1)
Total			6		3	\$ -	
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	767 Series	15.0		2	\$ -	CTHC (2), THC (4), MLK (9)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	74710	1.0		2	\$ -	PAC (1)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	None	2.0		2	\$ -	RTHC (2)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	GS 777	2.0		2	\$ -	PAC (1) & MHC (1)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	GS 777 (77710)	3.0				THC (3)
Total			23		8	\$ -	
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	6013	1.0		2	\$ -	NHHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	CE 0197	1.0		2	\$ -	NHHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	None	4.0		2	\$ -	NHHC (4)
Blood Pressure/Sphygmomanometer	Omron Digital B/P	HEM 907	1.0		2	\$ -	CTHC (1)
Blood Pressure/Sphygmomanometer	GE Dinamap	Pro 200V2	1.0		2	\$ -	CHC (1)
Blood Pressure/Sphygmomanometer	GE Dinamap	Pro 400V2	1.0		2	\$ -	HWHC (1)
Blood Pressure/Sphygmomanometer	Omron Digital B/P	HEM-712C	1.0		2	\$ -	NHHC (1)

**Exhibit C2
Budget and Equipment List - CHS**

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Bidder's Service Cost Per Item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Blood Pressure/Sphygmomanometer	Omron Digital B/P	HEM-780N3	1.0		2	\$ -	HWHC (1)
Blood Pressure/Sphygmomanometer	Welch Allyn	74710	1.0		2	\$ -	WHC (1)
Blood Pressure/Sphygmomanometer	Welch Allyn	767 Series	7.0		2	\$ -	THC (4) , HWHC (1), CHC (2)
Blood Pressure/Sphygmomanometer	Welch Allyn	CE0050	3.0		2	\$ -	CTHC (1) & RTHC (2)
Blood Pressure/Sphygmomanometer	Tyco	None	2.0		2	\$ -	NHHC (1), WHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	785	1.0		2		NHHC (1)
Blood Pressure/Sphygmomanometer	OMRON	No Model Listed	2.0		2		NHHC (2)
Blood Pressure/Sphygmomanometer	Welch Allyn	CEO297	1.0		2		CTHC (1)
Blood Pressure/Sphygmomanometer	ABCO	Not Listed	3.0		2		NHHC (3)
Total			31		24	\$ -	
Pulse Oximeter	BCI	3301	1.0		2	\$ -	CHC (1)
Powered Air Respirator	3M	TR-300	2.0		2		MHC (1)
Total			3		4	\$ -	
Thermometer (patient)	Welch Allyn	Braun Thermoscan Pro4000	6.0		2	\$ -	AVHC (2), NHHC (1), PAC (1), WHC (1), MHC (1)
Thermometer (patient)	Welch Allyn	SURETEMP	2.0		2	\$ -	RTHC (2)
Thermometer (patient)	Welch Allyn	SURETEMP Plus 692	7.0		2	\$ -	HWHC (4) & CHC (3)
Thermometer (patient)	Welch Allyn	6021	1.0		2	\$ -	CHC (1)
Thermometer (patient)	Welch Allyn	6014	1.0		2	\$ -	CHC (1)
Infrared Thermometer	N/A	N/A	1.0		2		Pomona (1)
Thermometer (patient)	ONSET	CX402-VFC215	11.0		2		WHC (6) & Pomona(5)
Thermometer (patient)	ONSET	CX402-VFC115	6.0		2		WHC (6)
Thermometer (ear)	Welch Allyn/ Braun	PRO 6000	4.0		2		MHC (1), Pomona (3)
Thermometer (patient)	Welch Allyn	76751	4.0		2		THC (4)
Thermometer (patient)	Welch Allyn	690SURETEMP+	3.0				THC (3)
Total			46		20	\$ -	
X-ray View Box	Wolf X-Ray	MG7	3.0		1	\$ -	AVHC (3)
Total			3		1	\$ -	
Exam Chair	Midmark	411-016	1.0		2	\$ -	THC (1 - listed on sheet as table)
Exam Chair	Midmark	224	1.0		2		Pomona (1 - storage)
Exam Chair	Dentamedmove/Lemi	no model provided	4.0		2		MHC (1), Pomona (1), CHC (2)
Exam Chair	Midmark	641-004	2.0		2	\$ -	MLK (2)
Exam Chair	Midmark	625*401702	1.0				CHC (1)
Total			8		8	\$ -	
Vital Signs	Alaris	4410	1.0		2	\$ -	CHC (1)
Vital Signs	Welch Allyn	53NTP	3.0		2	\$ -	GHC (1) , CHC (2)
Vital Signs	Welch Allyn	53OTP	1.0		2	\$ -	CHC (1)
Vital Signs	Welch Allyn	4200B-E1	4.0		2	\$ -	AVHC (2), PAC (2)
Vital Signs	Mindray	Accutorr VS8	3.0		2	\$ -	HWHC (2) & CHC (1)
Vital Signs	Mindray	Accutorr 7	25.0		2	\$ -	AVHC (2), NHHC (2), PAC (2), CTHC (2), RTHC (2), THC (2), HWHC (2), MLK (1), WHC (3), CenSat (1), MHC (1), Pomona (2. 1 is in storage), CHC (3)
Vital Signs	GE	DINAMAP PRO 200V2					CHC (1)
Total			37		12	\$ -	
Phlebotomy Chair	Clinton Industries	6341	6.0		2	\$ -	CTHC (2), THC (1), MLK (1), WHC (2)
Phlebotomy Chair	No Brand Given	not listed	1.0		2	\$ -	RTHC (1)

**Exhibit C2
Budget and Equipment List - CHS**

Item	Manufacturer	Model #	Total # of Items All Centers Included (A) (need to update w/ column H)	Bidder's Service Cost Per Item (B)	Service Times Per Year (C)	Bidder's Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Total			7		4	\$ -	
Urinalysis	Siemens	Clinitek Status+Connect	4.0		2	\$ -	AVHC (1), NHHC (1), MLK (1), CHC (1-manufacturer, model, serial unknown)
Urinalysis	Siemens	Clinitek Status+Analyzer	1.0				CHC(1)
Total			4		2	\$ -	
FLAT RATE SECTION - TOTAL			394.0		211	\$ -	

2. HOURLY RATE SECTION*			
Type of Hourly Rate	Hourly Rate (A)	Estimated Hours (B)	Estimated Total Annual Cost (12 Months) (AxB)
2a. As-Needed Services (response and/or service performed within 24 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.2):		40	\$ -
2b. Exclusions (response and/or service provided within 24 hours of notification to Contractor for "Out-of-Scope" services, refer to Exhibit A, Statement of Work, Paragraph 9.4):		40	\$ -
HOURLY RATE SECTION - TOTAL (2a + 2b)		80	\$ -

*Proposer shall be reimbursed for the procurement of any and all require parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.

3. BUDGET FOR PARTS FOR REPAIRS SECTION			
BUDGET FOR PARTS FOR REPAIRS SECTION - TOTAL			\$20,000
4. BUDGET FOR NEW EQUIPMENT AND CALIBRATION			
BUDGET FOR NEW EQUIPMENT AND CALIBRATION SECTION - TOTAL			\$5,000

**Exhibit C3
Proposed Total Annual Price**

Bidder's Name:	
-----------------------	--

Section	Bidder's Total Annual (12 Months) Cost
Public Health Laboratories (PHL) - Exhibit C1	
1. Flat Rate Section Total Annual Cost	
2. Hourly Rate Section Estimated Total Annual Cost	
3. Budget for Parts for Repair Section Annual Cost	\$ 20,000.00
4. Budget for New Equipment and Calibration Annual Cost	\$ 5,000.00
PHL TOTAL ANNUAL PRICE	\$ 25,000.00
Community Health Services (CHS) - Exhibit C2	
1. Flat Rate Section Total Annual Cost	
2. Hourly Rate Section Estimated Total Annual Cost	
3. Budget for Parts for Repair Section Annual Cost	\$ 20,000.00
4. Budget for New Equipment and Calibration Annual Cost	\$ 5,000.00
CHS TOTAL ANNUAL PRICE	\$ 25,000.00
PHL AND CHS COMBINED TOTAL ANNUAL PRICE	\$ 50,000.00

STANDARD EXHIBITS

- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E SAFELY SURRENDERED BABY LAW
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G COUNTY'S ADMINISTRATION
- H CONTRACTOR'S ADMINISTRATION

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff 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 County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

[Click or tap here to enter text.](#)

Company Name

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Internal Revenue Service Employer Identification Number

[Click or tap here to enter text.](#)

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____

Date: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Facsimile: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

APPENDIX B
REQUIRED FORMS
for
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE
MAINTENANCE, CALIBRATION, AND REPAIR SERVICES
INVITATION FOR BID
IFB #2024-009

Exhibits

- 1) IFB Checklist
- 2) Bidder's Organization Questionnaire/Affidavit
- 3) Certification of Compliance
- 4) Request for Preference Consideration
- 5) Bidder's Debarment History and List of Terminated Contracts
- 6) Prospective Contractor References
- 7) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 8) Bidder's Affidavit of Adherence to Minimum Mandatory Requirements
- 9) 9-A Public Health Lab (PHL) Pricing Sheet
9-B Community Health Services (CHS) Pricing Sheet
9-C Proposed Total Annual Price Sheet
- 10) Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
- 11) Bidder's Pending Litigation and Judgements
- 12) Contribution and Agent Declaration Form
- 13) Declaration

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 INVITATION FOR BIDS (IFB) #2024-009: Laboratory and Clinic Equipment and Medical Device Maintenance,
 Calibration, and Repair Services**

IFB CHECKLIST – EXHIBIT 1

The purpose of this document is to ensure each Bidder has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, Bidders are encouraged to complete the optional Bidder Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

	Included
IFB Reference, Sub-section 7.6.1: Bid Cover Letter	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.2: Table of Contents	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.3: Pricing Sheet (Section A)	
Exhibit 9-A: Public Health Lab (PHL) Pricing Sheet	<input type="checkbox"/> Yes
Exhibit 9-B: Community Health Services (CHS) Pricing Sheet	<input type="checkbox"/> Yes
Exhibit 9-C: Proposed Total Annual Price Sheet	<input type="checkbox"/> Yes
Exhibit 10: Certification of Independent Price Determination and Acknowledgement of IFB Restrictions	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.4: Bidder’s Qualifications (Section B)	
A. Bidder’s Organization Questionnaire/Affidavit and CBE Information (Section B.1)	
Exhibit 2: Bidder’s Organization Questionnaire/Affidavit and CBE Information	<input type="checkbox"/> Yes
Corporations or Limited Liability Company (LLC):	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
a) Furnished a copy of "Certificate of Good Standing" with the state <u>OR</u> provided a statement on status of the request. (if Corporation or LLC)	<input type="checkbox"/> Yes
b) Furnished a copy of "Statement of Information" <u>OR</u> copy of a statement on status of the request. (if Corporation or LLC)	<input type="checkbox"/> Yes
Limited Partnership:	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Furnished 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.	<input type="checkbox"/> Yes
B. Bidder’s References (Section B.2)	
Exhibit 6: Prospective Contractor References	<input type="checkbox"/> Yes
B. Financial Capability (Section B.3)	
Bidder provided copies of the company’s annual financial statements issued for the last three years.	<input type="checkbox"/> Yes
B. Bidder’s Pending Litigation and Judgments (Section B.4)	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 INVITATION FOR BIDS (IFB) #2024-009: Laboratory and Clinic Equipment and Medical Device Maintenance,
 Calibration, and Repair Services**

IFB CHECKLIST – EXHIBIT 1

The purpose of this document is to ensure each Bidder has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, Bidders are encouraged to complete the optional Bidder Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

Exhibit 11: Bidder’s Pending Litigation and Judgements	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.5: Required Forms (Section C)	
Exhibit 1: This IFB Checklist	<input type="checkbox"/> Yes
Exhibit 3: Certification of Compliance	<input type="checkbox"/> Yes
Exhibit 4: Request for Preference Consideration	<input type="checkbox"/> Yes
Exhibit 5: Bidder’s Debarment History and List of Terminated Contracts	<input type="checkbox"/> Yes
Exhibit 7: Community Business Enterprise (CBE) Information	<input type="checkbox"/> Yes
Exhibit 8: Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements	<input type="checkbox"/> Yes
Exhibit 12: Contribution and Agent Declaration Form	<input type="checkbox"/> Yes
Exhibit 13: Declaration	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.6: Proof of Insurability (Section D)	
Bidder furnished a copy of Certificate of Insurance (ACCORD or equivalent form) or a letter from a qualified insurance carrier indicating a willingness to provide the required	<input type="checkbox"/> Yes
A. COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> Yes
General Aggregate: \$2 million	
Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/> Yes
Personal and Advertising Injury: \$1 million	<input type="checkbox"/> Yes
Each Occurrence: \$1 million	<input type="checkbox"/> Yes
B. AUTO LIABILITY	<input type="checkbox"/> Yes
Auto Liability: \$1 million	
C. WORKERS’ COMPENSATION	<input type="checkbox"/> Yes
Each Accident: \$1 million	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 INVITATION FOR BIDS (IFB) #2024-009: Laboratory and Clinic Equipment and Medical Device Maintenance,
 Calibration, and Repair Services**

IFB CHECKLIST – EXHIBIT 1

The purpose of this document is to ensure each Bidder has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, Bidders are encouraged to complete the optional Bidder Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

<p>Bidder submitted one copy of the bid in response to this IFB in the format prescribed herein and clearly marked "Bid Submission for Bid Submission for Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services, IFB: #2024-009" in the subject line of the e-mail transmission.</p>	<p><input type="checkbox"/> Yes</p>
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COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
INVITATION FOR BIDS (IFB)

CHECKLIST – EXHIBIT 1

Bidder Survey Questionnaire
Optional Survey: Your feedback is greatly appreciated.

Bidder Name (Optional):

How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.

❖ Social Media (e.g., Twitter, Facebook, etc.)	<input type="checkbox"/> Yes
❖ Department of Public Health Workshop	<input type="checkbox"/> Yes
❖ County Vendor Fair	<input type="checkbox"/> Yes
❖ Contracting Opportunity flyer	<input type="checkbox"/> Yes
❖ Email Notification	<input type="checkbox"/> Yes
❖ Website (Department of Public Health Contracts and Grants)	<input type="checkbox"/> Yes
❖ Other Website (<i>Please describe below</i>):	<input type="checkbox"/> Yes
❖ Other (<i>Please describe below</i>):	<input type="checkbox"/> Yes

Thank you!

REQUIRED FORMS – EXHIBIT 2

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

BIDDER'S NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____</p> <p>State if Incorporation: _____</p> <p>Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____</p> <p>If other: Specify business structure name: _____</p>				
2	<p>Is your firm doing business under one or more DBAs?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: _____</p> <p>Country of Registration: _____</p> <p>Year became DBA: _____</p>				
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>				
4	<p>Has your firm done business as other names within last five years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Name(s):</td> <td style="width: 30%;">Year(s) of Name Change</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Name(s):	Year(s) of Name Change	_____	_____
Name(s):	Year(s) of Name Change					
_____	_____					

5	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".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Bidder.	Name: _____ Title: _____ Phone: _____ Email: _____

REQUIRED FORMS – EXHIBIT 3

CERTIFICATION OF COMPLIANCE

Bidder certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE	REFERENCE	CERTIFICATIONS
1	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Board Policy 5.065	<p>Check the Certification below that is applicable to your company.</p> <p><input type="checkbox"/> Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.</p> <p>OR</p> <p><input type="checkbox"/> Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.</p>
6	Board Policy 5.050	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Willing to provide GAIN/GROW participants access to employee mentoring program?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	LACC 2.203	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <p><input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.</p>
8	LACC 2.206	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p>

REQUIRED FORMS – EXHIBIT 4

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Bidders requesting preference consideration must complete and include this form in their proposal. Bidders may request consideration for one or more preference programs. **In order to qualify for preference, a firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine federal/non-federal preference eligibility.**

PREFERENCE NOT REQUESTED

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for non-federally funded County solicitations <input type="checkbox"/> Certification for federally funded County solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for non-federally funded County solicitations <input type="checkbox"/> Certification for federally funded County solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance will any of the listed preference programs price or scoring be combined with any other County program to exceed 15% in response to any County solicitation.

REQUIRED FORMS – EXHIBIT 5

BIDDER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Bidder's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Bidder is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:	_____		
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Bidder has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

REQUIRED FORMS - EXHIBIT 6
PROSPECTIVE CONTRACTOR REFERENCES

Proposer's Name: _____

List Five (5) References where the same or similar scope of services were provided. Only list **Public Health Lab or Public Health Lab staff once**. The contact person must be able to answer contractual questions about the services your agency provides. Please let each contact person listed below know to expect a reference request email or phone call from the Public Health Contracts & Grants Program.

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

REQUIRED FORMS – EXHIBIT 8

BIDDER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Bidder must demonstrate its ability to meet **each** of the Bidder’s Minimum Mandatory Requirements outlined in Section 3 of the IFB **by the date on which bids are due**. Bidder should document all relative experience and qualifications in order to demonstrate compliance with the Bidder’s Minimum Mandatory Requirements. Bidder acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Section 3 of the IFB, as listed below. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder’s Minimum Mandatory Requirements.**

Check the appropriate boxes (*Bidder must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of the bid as non-responsive.*):

MMR 3.1 <input type="checkbox"/> Yes <input type="checkbox"/> No	Experience: Bidder must have a minimum of four years of experience, within the last five years, providing laboratory and biomedical equipment preventive maintenance, calibration, and repair services that follow the Original Equipment Manufacturers’ (OEM) recommendations.
Indicate number of years of experience providing laboratory and biomedical equipment preventive maintenance, calibration, and repair services from _____ mm/yr. to _____ mm/yr.	
Description of Experience: Bidder must provide detailed narrative to demonstrate that the bidder meets above-referenced requirement. Please attached more pages if needed.	

MMR 3.2 <input type="checkbox"/> Yes <input type="checkbox"/> No	Experience: Bidder must have a minimum of two years of experience, within the last five years, providing service-tracking, inventory database, comprehensive equipment and medical device inventory and preventive maintenance and calibration services schedule, comparable to the services identified in Exhibit A (Statement of Work) of Appendix A (Sample Contract)
Indicate number of years of experience providing service-tracking, inventory database, comprehensive equipment and medical device inventory and preventive maintenance and calibration services from _____ mm/yr. to _____ mm/yr.	
Description of Experience: Bidder must provide documentation of experience. Documentation should clearly demonstrate that Bidder meets the above-referenced requirement. Please attached more pages if needed.	

<p>MMR 3.3</p> <p><input type="checkbox"/> Bidder <u>does not</u> have any unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Bidder <u>has</u> unresolved disallowed costs as explained above.</p>	<p><u>Unresolved Disallowed Costs:</u></p> <p>If Bidder has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder does not have unresolved disallowed costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by Public Health and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p>County will verify that Bidder does not have unresolved disallowed costs.</p>
---	--

Bidder further acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid may be cause for rejecting the Bid. The evaluation and determination in this area shall be at the Director's sole judgment, which shall be final.

On behalf of (Bidder's Name):			
I, (Bidder's Authorized Representative):			
hereby certify that this Bidder's Affidavit is true and correct to the best of my information and belief.			
Signature		Title	

REQUIRED FORMS - EXHIBIT 10

**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 name(s) and telephone number(s) of all persons legally authorized to commit the Bidder to a contract.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Bidder warrant that they are authorized to bind the Bidder in a contract.

- 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, check "NONE".

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 will reject this bid.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: [Click or tap here to enter text.](#)

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[Click or tap here to enter text.](#)

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

Click or tap here to enter text.

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

Click or tap here to enter text.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

[Click or tap here to enter text.](#)

Signature

Date

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

[Click or tap here to enter text.](#)

Signature

Date

REQUIRED FORMS – EXHIBIT 13
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-13 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX C, D, & E

Appendix

- C Solicitation Requirements Review Request
- D Background and Resources: California Charities Regulation
- E Pricing Sheet Instructions

SOLICITATION REQUIREMENTS REVIEW REQUEST

Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

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

By submitting this **Solicitation Requirements Review** [Bidder name] asserts that it is being unfairly disadvantaged for the following reason(s): (check all that apply)

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Application of **Evaluation Criteria (not applicable to IFB)**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. (Bidder must attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).

Request submitted by:

Name: _____ Title: _____

For County use only

Date SRR Request Received by County: _____	Date Solicitation Released: _____
--	-----------------------------------

Reviewed by: _____

(Charitable Contributions Compliance is required for all Social Services Departments. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this Appendix should also be included.)

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Bidder on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Bidders who engage in charitable contributions activities. Each Bidder, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

APPENDIX D

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.

PRICING SHEET INSTRUCTIONS

General Instructions: Using the guidelines below, please submit a completed Exhibit 9A (PHL Pricing Sheet), 9B (CHS Pricing Sheet) and 9C (Proposed Total Annual Price) with your bid. Bidder's Price Sheet must be based on a 12-month period. All service costs (including flat and hourly rates, etc.) proposed must be inclusive of all taxes; rates/fees; services (overall services, repair services, routine preventive maintenance services, reports, schedules, risk management program plan, etc.) pursuant to Exhibit A (Statement of Work); applicable travel time; materials; supplies; salaries and employee benefits; and subcontractor fees/costs, etc.

NOTE: Bidder is advised that Bidder's total budget for the Flat Rate Section and Hourly Rate Section is not to exceed an annual amount of \$250,000. Bidder will be reimbursed for the procurement of any and all required parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.

Public Health Laboratory (PHL) Pricing Sheet (Exhibit 9A of Appendix B, Required Forms)

- Input Bidder's Name.

1. Flat Rate Section

- Input Bidder's service cost per item listed.
- Bidder's annual cost for each service item based upon the required service needs per year will be automatically calculated.

2. Hourly Rate Section

- Input the required hourly rates.
- Bidder's estimated total annual cost will be calculated. Bidder's "estimated total annual cost," for PHL, should be based on an estimated total of **60 hours** for a 12-month period.

3. Budget for Parts for Repairs Section

- This section is a fixed cost and has been pre-populated in the budget provided and may not be altered by the Bidder.

4. Budget for New Equipment and Calibration Section

- This section is a fixed cost and has been pre-populated in the budget provided and may not be altered by the Bidder.

Community Health Services (CHS) Pricing Sheet (Exhibit 9B of Appendix B, Required Forms)

- Input Bidder's Name.

1. Flat Rate Section

- Input Bidder's service cost per item listed.
- Bidder's annual cost for each service item based upon the required service needs per year will be automatically calculated.

2. Hourly Rate Section

- Input the required hourly rates.
- Bidder's estimated total annual cost will be calculated. Bidder's "estimated total annual cost," for CHS, should be based on an estimated total of **80 hours** for a 12-month period.

3. Budget for Parts for Repairs Section

- This section is a fixed cost and has been pre-populated in the budget provided and may not be altered by the Bidder.

4. Budget for New Equipment and Calibration Section

- This section is a fixed cost and has been pre-populated in the budget provided and may not be altered by the Bidder.

Proposed Total Annual Price (Exhibit 9C of Appendix B, Required Forms)

- Input Bidder's Name.
- Bidder's PHL Total Annual Flat Rate and Hourly Rate Estimated Total Annual Costs will be automatically calculated.
- Bidder's CHS Total Annual Flat Rate and Hourly Rate Estimated Total Annual Costs will be automatically calculated.
- Annual Cost for Parts for Repair Section has been pre-populated and may not be altered.
Annual Cost for New Equipment and Calibration has been pre-populated and may not be altered.
- Bidder's PHL and CHS Combined Total Annual Price will be automatically calculated.

CHS and PHL Facility Location(s) and Inventory List (Attachment 1)

Exhibit A, Statement of Work, Attachment 1 is an informational document that provides Bidders with the specific items and location of each CHS and PHL facility(ies).