	REQUEST FOR BID	SOLICITATION RFB-IS-27200289-1
	INTERNAL SERVICES DEPARTMENT	BID DUE: 11/10/26 12:00:00 PM

TABLEAU RENEWAL (BRAND ONLY)

BUYER	:	Yiu Hung Wan
BUYER PHONE	:	562-359-2618
BUYER EMAIL	:	ywan@isd.lacounty.gov
DATE ISSUED	:	10/26/26
REQ. DEPARTMENT	:	IS
AGENCY REQ. NO.	:	TABLEAU
REQ. NO.	:	RQN-SS-27013574
FISCAL YEAR	:	
SCHEDULED BEGIN DATE	:	
NUMBER OF COMMODITY LINES	:	3
PROCUREMENT FOLDER	:	3368417

Visit Vendor Self Service (VSS) portal to upload and submit your bid response at:

http://lacovss.lacounty.gov

For assistance responding online, please contact the County ISD Procurement Help Desk at:

EDL-ePROC_FUNC@isd.lacounty.gov

INSTRUCTIONS:

Submissions will only be accepted via the online Vendor Self Service (VSS) portal. No paper bids will be accepted. Visit the VSS link (http://lacovss.lacounty.gov) to upload and submit your bid response.

Bidders must attach a copy of a complete bid, including all required documentation and attachments, and Appendix A – Purchasing Required Forms. All bids must be submitted online by the closing date and time as set forth in the solicitation. Bidders are responsible for submitting a timely response and should allow themselves ample time to ensure a successful transmittal.

- Please read all terms and conditions, forms, and attachments thoroughly.
- Complete, sign and submit all forms labeled in “Appendix A”, and any additional attachments provided with the solicitation.

1 INSTRUCTIONS FOR COMPLETING THE BID

Prior to submitting a bid, all Vendors must register in the County's WebVen. WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at: http://camisvr.co.la.ca.us/webven/.

1.1 EFFECTIVE OCTOBER 1, 2021, BIDS MUST BE SUBMITTED ONLINE AT: HTTP://LACOVSS.LACOUNTY.GOV. Bidders must attach a copy of a complete bid, including all required documentation and attachments, and Appendix A – Purchasing Required Forms. All bids must be submitted online by the closing date and time as set forth in the solicitation. Bidders are responsible for submitting a timely response and should allow themselves ample time to ensure a successful transmittal. Any response received after the scheduled closing date and time will not be accepted, unless the County Purchasing Agent determines acceptance of the bid is in the best interest of the County. Submission of hard copy (paper copy/printout) bids will not be accepted. Electronically transmitted (faxed/emailed) bids will not be accepted. For assistance responding online, please contact the County ISD Procurement Help Desk at EDL_ePROC_FUNC@isd.lacounty.gov.

1.2 Bid each item separately and in unit of measure specified in the solicitation.

1.3 Bidder must complete the right-hand column of any attached specification sheet(s) and return with their bid. If Bidder's offer is the same as the stated specifications, Bidder must indicate "As Specified." When bidding an alternate, Bidder must state the deviations or exceptions. Literature alone does not satisfy this requirement. Failure to comply with these instructions may result in rejection of the bid.

1.4 Bidder is solely responsible for understanding the specifications and requirements. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition. Inspections and examinations or failure to do so is at bidder's sole risk.

1.5 If quoting other than item specified, an alternate offer must be quoted in accordance with specification and include the manufacturer's name, a product description and model number. Alternate offers must meet functional requirements and be adequately supported by documentation and include information where specifications differ.

1.6 Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder must state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" are calendar days.

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

1.8 Bidders pre-printed terms and conditions or restrictions submitted with bid may not be accepted.

1.9 Prices bid must not include sales or use taxes. Bidders are required to provide their California Sellers Permit Number or their Sellers Certificate of Registration-Use Tax Number on Exhibit 2, Certification of Compliance in Appendix A – Purchasing Required Forms. If you are uncertain as to whether you have such a number or have any questions, please contact the State Board of Equalization at www.boe.ca.gov or call 1-800-400-7115.

1.10 No charges will be allowed unless specified in the bid.

1.11 If required, samples of items must be furnished at no cost. Samples will not be returnable and will be disposed of at County's discretion. Unless specifically requested, bidders should not submit samples.

1.12 Bids are subject to acceptance at any time within thirty (30) calendar days of the closing date, unless otherwise stated.

1.13 County will not return bids for change/correction after receipt.

1.14 All factors being equal and to the extent authorized by law, County prefers products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.

1.15 Changes or modifications to specifications or conditions to this solicitation must only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, will be binding.

1.16 Unless County specifically agrees in writing, any other terms and conditions will have no force or effect.

1.17 Gratuities: 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 the contract or that the bidder's failure to provide such consideration may negatively affect the County's consideration of the bidder's submission. A bidder 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 the contract.

1.18 The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.

1.19 This request is a solicitation only and is not intended or to be construed as an offer by the County to enter into any Award or other Agreement.

1.20 All bids must include a complete "Exhibit 1, Proposer's Organization Questionnaire/Affidavit", "Exhibit 2, Proposer's Certification of Compliance", "Exhibit 3, Request for Preference Consideration", "Exhibit 4, Commercially Useful Function Certification Form", "Exhibit 5, Declaration", "Exhibit 6, Community Business Enterprise CBE Information (Excel Worksheet)", "Exhibit 7, Certification of Compliance (COVID-19 Vaccinations of County Contractor Personnel)" and "Exhibit 8, Prevailing Wages" attached hereto in Appendix A – Purchasing Required Forms. Bids received that do not include all completed Appendix A forms may be labeled non-responsive as an incomplete submission at County's discretion.

1.21 Small Business Enterprise (SBE), Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), Social Enterprise (SE), and Community Business Enterprise (CBE) are encouraged to bid.

1.22 Wherever possible, bidders are encouraged to subcontract portions of the work to responsible and qualified SBE, LSBE, DVBE, SE, and CBE.

1.23 Bidders are reminded to thoroughly review all solicitation documents.

1.24 Each person by submitting a response to this solicitation certifies that such bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Chapter 2.160, retained by bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code.

1.25 All bids submitted in response to the solicitation become the exclusive property of the County and will be regarded as public records. Exceptions will be those elements set forth in the California Government Code section 6250 et. seq. (Public Records Act) and 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. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary" the bidder 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.

1.26 Review of Solicitation Requirements and Specifications: A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation. This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

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

1.28 Bidder must not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or logo of the County or any County departments without the County's prior written consent.

1.29 Bidders Adherence to County's Child Support Compliance Program. Bidders must fully comply with all applicable state and federal reporting requirements for its employees and all lawfully served Wage and Earnings Assignment Orders and Notice of Assignments and continue to maintain compliance during the term of any Award made pursuant to this solicitation. Failure to cure a default within ninety (90) days of notice by the County, will be cause for termination of an Award or initiation of debarment proceedings against the non-compliant Vendor (County Code Chapter 2.202)

1.30 Time Off for Voting. Vendor must notify its employees and must require each subcontractor to notify its employees and provide information regarding the time off for voting (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every vendor and subcontractor 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 Section 14000.

1.31 County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to Award.

1.32 County reserves the right to request clarification of any bid, prior to the bid Award.

1.33 County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.

1.34 County reserves the right to select the bidder which County determines in its sole discretion, to be the most responsive and responsible bidder.

1.35 County reserves the right to negotiate price, terms and conditions with the selected bidder.

1.36 Contractors with Unresolved Disallowed Costs: If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over $100,000.00 that are confirmed to be disallowed costs by the contracting County department 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 contracting County department.

2 ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE

Vendor is defined as the contractor, supplier, reseller, service provider, or other business entity who has entered into an Award with the County

2.1 No other conditions or modifications of these terms and conditions will be effective unless agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to any of the bidder's terms and conditions submitted in response to the solicitation will not be construed as a waiver of the County's terms and conditions or as an acceptance of the bidder's terms and conditions.

2.2 DELIVERY:

Delivery date will be as stated herein.
F.O.B DELIVERED: Freight pre-paid and allowed.

2.3 INVOICES:

Vendor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in the Award. Vendor must prepare invoices, which must include the Award number and charges owed to the Vendor by the County under the terms of this Award. Vendor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County.

2.4 PRICE/SALES TAX:

Unless otherwise specified herein, the prices do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., will be allowed unless specified herein.

2.5 PAYMENT TERMS:

Unless otherwise specified herein, payment terms are net thirty (30) days from the date County receives a correct and proper invoice. In no event will County be liable for any late charges. Cash discount periods will be computed from the date the County receives a correct and proper invoice. Vendor must submit monthly invoices to the County by the 15th calendar day of the month following the month of service.

Local Small Business Enterprises – Prompt Payment Program
Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

2.6 WARRANTIES:

Vendor must, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor must also reimburse County for any costs incurred as a result of defect(s). The term of this warranty must be as set forth in the Award, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

2.7 COVENANT AGAINST GRATUITIES:

Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing an Award or favorable treatment with respect to any determination concerning the performance of the Award. In the event of breach of this warranty, County will be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

2.8 CANCELLATION:

Unless otherwise specified herein, County may cancel all or part of the Award at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Award may be charged County for cancellation with less than thirty (30) days prior written notice.

2.9 TERMINATION FOR CONVENIENCE:

Any agreement may be terminated, when such action is deemed by County to be in its best interest. Termination will be effected by delivery to Vendor of a notice of termination specifying the extent to which performance of agreement is terminated and the date upon which such termination becomes effective, which must be no less than ten (10) days after the notice is sent. After receipt of a notice of termination, Vendor must submit its termination claim and invoice to County, in the form and with any certifications as may be prescribed by County. Such claim and invoice must be submitted promptly, but no later than three months from the effective date of termination. Upon failure of Vendor 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 Vendor in respect to termination, and such determination will be final. When such determination is made, County will pay Vendor the amount so determined. Vendor must honor orders accepted on or before the effective date of termination.

2.10 TERMINATION FOR IMPROPER CONSIDERATION:

2.10.1 County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under the Award if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Award or securing favorable treatment with respect to the Award, amendment, or extension of the Award or the making of any determinations with respect to the Vendor's performance pursuant to the award. In the event of such termination, the County will be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

2.10.2 Vendor must immediately report any attempt by a County officer or employee to solicit such improper consideration to the Los Angeles County Fraud Hotline at https://fraud.lacounty.gov/, via email to fraud@auditor.laCounty.gov, or by phone at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

2.11 TERMINATION FOR INSOLVENCY:

2.11.1 County may terminate this Award forthwith in the event of the occurrence of any of the following: Insolvency of the Vendor. Vendor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Vendor is insolvent within the meaning of the Federal Bankruptcy Code;

2.11.2 The filing of a voluntary or involuntary petition regarding the Vendor under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Vendor; or the execution by the Vendor of a general assignment for the benefit of creditors. The rights and remedies of the County provided in this Paragraph 2.11 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Award.

2.12 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE:

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

2.13 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

2.14 TERMINATION FOR DEFAULT:

County may, by written notice to the Vendor, terminate the whole or any part of the Award, if, in the judgment of the County:

2.14.1 Vendor has materially breached the Award; or

2.14.2 Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Award; or

2.14.3 Vendor fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Award and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.14.4 In the event that the County terminates the Award in whole or in part as provided in Paragraph 2.14, 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. Vendor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The rights and remedies of the County will not be exclusive and are in addition to any other rights and remedies provided by law or under the Award.

2.14.5 Except with respect to defaults of any subcontractor, the Vendor will not be liable for any such excess costs of the type identified in Paragraph 2.14.4 if its failure to perform arising out of causes beyond the control and without the fault or negligence of the Vendor. 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, fires, floods, epidemics, quarantine restrictions, 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 the Vendor. 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 the Vendor and subcontractor, and without the fault or negligence of either of them, the Vendor 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 the Vendor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

2.14.6 If, after the County has given notice of termination under the provisions of Paragraph 2.14 it is determined by the County that the Vendor was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 2.14.5 .The rights and remedies of the County provided in this Paragraph 2.14 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Award.

2.15 CONFLICT OF INTEREST:

2.15.1 No County employee whose position with County enables such employee to influence an Award, and no spouse or economic dependent of such employee, will be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Award. No officer or employee of Vendor, who may financially benefit from this Award will in any way participate in County's approval or ongoing evaluation of this purchase.

2.15.2 Vendor must comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Award. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

2.16 GOVERNING LAW AND VENUE:

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

2.17 COMPLIANCE WITH LAWS:

2.17.1 Vendor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in the Award are hereby incorporated herein by reference.

2.17.2 Vendor must indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

2.18 INDEMNIFICATION:

Vendor 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 the Award, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

2.19 INVALIDITY, REMEDIES NOT EXCLUSIVE:

If any provision of the Award or the application thereof to any person or circumstance is held invalid, the remainder of the Award and the application of such provision to other persons or circumstances will not be affected thereby. The rights and remedies provided herein will not be exclusive and are in addition to any other rights and remedies in law or equity.

2.20 HAZARDOUS MATERIALS:

Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

2.21 NONDISCRIMINATION:

By acceptance of the Award, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor must allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same will constitute a material breach of Award upon which the County may determine to cancel, terminate, or suspend the Award. The parties agree in the event the Vendor violates any of the anti-discrimination provisions of this Award, the County will, at its sole option, be entitled to the sum of five hundred ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Award.

2.22 FORCE MAJEURE:

2.22.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Award, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

2.22.2 Notwithstanding the foregoing, a default by a subcontractor of Vendor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Vendor and such subcontractor, and without any fault or negligence of either of them. In such case, Vendor 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 Vendor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.22.3 In the event Vendor's failure to perform arises out of a force majeure event, Vendor 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.

2.23 NON-EXCLUSIVITY:

Nothing herein is intended nor must be construed as creating any exclusive arrangement with Vendor. The Award will not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

2.24 MOST FAVORED CUSTOMER:

If the Vendor's prices decline or should the Vendor at any time during the term of this Award provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Award, then such lower prices must be immediately extended to the County.

2.25 WAIVER:

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

2.26 ACCEPTANCE:

Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period must not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in the Award.

2.27 AGREEMENT MODIFICATIONS:

The Award and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. The Award must not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make amendments agreed upon by the parties by issuance of an official change notice.

2.28 INDEPENDENT CONTRACTOR STATUS:

2.28.1 The Award is by and between the County and the Vendor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Vendor must be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to the Award all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, federal, state or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

2.28.2 Vendor understands and agrees that all persons performing work pursuant to the Award are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor must be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to the Award.

2.29 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor must give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration will mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. Vendors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDAC.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

2.30 SAFELY SURRENDERED BABY LAW:

Vendor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Vendor understands that it is the County's policy to encourage all County vendors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in a prominent position at the Vendor's place of business. Vendor 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 www.babysafela.org.

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

2.31.1 Vendor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from an Award 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.

2.31.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Vendor's duty under the Award to comply with all applicable provisions of law, the Vendor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California U Insurance Code Section 1088.5, and must 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).

2.31.3 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Vendor to maintain compliance with the requirements set forth in the paragraphs under " CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" will constitute default under the Award. Without limiting the rights and remedies available to County under any other provision of this Award/Purchase Order, failure of Vendor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Award/ Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of Vendor, pursuant to County Code, Chapter 2.202.

2.32 PAYROLL RECORDS:

2.32.1 Wherever required, the Vendor must comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). Vendor and Vendor's subcontractors will be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive Award. All certified payroll records must indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. Vendor will be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Award formulated as a result of this inquiry.

2.32.2 Certified Payroll must be submitted upon request and must include:

A. Original Document
B. Company Name & Address
C. Account Number/Project Number
D. Project Name and Address
E. Authorizing County Department and Purchase Order or Contract Number
F. Period of Time in Which Work is Being Performed
G. Employee Name, Address and Social Security Number
H. Work Classification, Including Sub-classification

I. Hours Paid
J. Rate of Pay
K. Deductions
L. Payroll Check Number
M. Benefits
N. Signature of Employee Authorized to Certify Payroll

2.33 PREVAILING WAGE SCALE:

2.33.1 Wherever required: Vendor must comply with all provisions of the Labor Code of the State of California.

2.33.2 Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Award that may be awarded by the County.

2.33.3 Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Vendor or his/her subcontractor.

2.33.4 Current prevailing wage rates may be obtained at:
www.dir.ca.gov/DLSR/PWD/Apprentice.htm
Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102 (415) 703-4810

2.34 RECORDS RETENTION AND AUDIT, FEDERAL OR STATE FUNDED PURCHASES:

Vendor must maintain in good and legible condition all books, documents, papers, and records related to its performance under the Award. Such records must be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Award and for a period of at least three years following the County's final payment under the Award, unless other matters, such as an audit or litigation, are not closed. All books, documents, papers, and records related to the Vendor's performance under the Award must be retained in a manner described above until all such other matters are closed, regardless of the duration.

2.35 FEDERAL EARNED INCOME CREDIT:

Vendor must notify its employees, and must 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.

2.36 RECYCLED BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Vendor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible.

3 INSURANCE COVERAGE REQUIREMENTS

3.1 GENERAL INSURANCE REQUIREMENTS:

Without limiting Vendor's indemnification of County and during the term of any Agreement formulated from this inquiry, Vendor must provide and maintain, the following programs of insurance specified below or in any Agreement formulated from this inquiry. Such insurance must be primary and not contributing with any other insurance or self-insurance programs, must be maintained at Vendor's own expense, and must apply with respect to liability arising from or related to Vendor's acts, omissions or operations.

3.2 GENERAL LIABILITY:

Insurance (written on ISO Policy Form CG 00 01 or its equivalent) with limits of not less than the following: General Aggregate: $2 Million, Products/Completed Operations Aggregate: $1 Million, Personal and Advertising Injury: $1 Million, Each Occurrence: $1 Million

3.3 EVIDENCE OF INSURANCE:

3.3.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Vendor's General Liability policy, must be delivered to County at the address shown below, and must be provided prior to commencing services under this Award.

3.3.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Vendor's policy expiration dates. The County reserves the right to request complete, certified copies of any required Vendor and/or sub-contractor insurance policies at any time.

3.3.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Award by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Vendor identified as the contracting party in this Award. 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.

3.3.4 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 the Vendor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

3.3.5 Certificates and copies of any required endorsements must be sent to:
County of Los Angeles – ISD
1100 N. Eastern Avenue RM #G115
Los Angeles, CA 90063

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

3.4 AUTOMOBILE LIABILITY:

3.4.1 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident.

3.4.2 Insurance must cover liability arising out of Vendor's use of autos pursuant to this Award, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3.5 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:

3.5.1 Insurance providing workers compensation benefits, as required by the Labor Code of the state of California or by any other state, and for which Vendor is responsible. If Vendor's employees will be engaged in maritime employment, coverage must provide workers compensation benefits as required by the U.S. in all cases, the above insurance also must include employers' liability coverage with limits of not less than the following:

Each Accident: $1 Million
Disease – Policy Limit: $1 Million
Disease – Each Employee: $1 Million

3.5.2 The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Vendor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

3.6 INSURER FINANCIAL RATINGS:

3.6.1 Insurance is to be provided by an insurance company acceptable to the County with an A.M. best rating of not less than A:VII, unless otherwise approved by County.

3.6.2 Notification of incidents, claims or suits: Vendor must report to County:

1 Any accident or incident relating to services performed under subsequent Agreement which involves injury or property damage which may result in the filing of such a claim or lawsuit against Vendor and/ or County. Such report must be made in writing within 24 hours of occurrence.

2 Any third party claim or lawsuit filed against Vendor arising from or related to services performed by Vendor under subsequent Agreement.

3 Any injury to a Vendor's employee which occurs on County property. This report must be submitted on a County "Non-Employee Injury Report" to the County Contract Manager.

4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Vendor under the terms of subsequent Agreement. Compensation for County costs: In the event that Vendor fails to comply with any indemnification or insurance requirements of subsequent Agreement, and such failure to comply results in any costs to County, Vendor must pay full compensation for all costs incurred by County.

3.7 INSURANCE COVERAGE REQUIRMENTS FOR SUB-CONTRACTORS:

3.7.1 Vendor must ensure any and all subcontractors performing services under subsequent Agreement by either:

3.7.2 Vendor providing evidence of insurance covering the activities of subcontractor, or

3.7.3 Vendor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

3.8 FAILURE TO MAINTAIN INSURANCE:

3.8.1 Vendor's failure to maintain or to provide acceptable evidence that it maintains the required insurance will constitute a material breach of the Award, upon which County immediately may withhold payments due to Vendor, and/or suspend or terminate this Award. County, as its sole discretion, may obtain damages from Vendor resulting from said breach.

3.8.2 Alternatively, the County may, but is not obligated to, purchase the required insurance, and without further notice to Vendor, deduct the premium cost from sums due to Vendor or pursue Vendor for reimbursement.

3.8.3 Vendor's insurance policies, with respect to any claims related to this Award, must be primary with respect to all other sources of coverage available to Vendor.

4 VENDOR'S RESPONSIBILITY AND DEBARMENT

4.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the requirements of the Award. It is the County's policy to conduct business only with responsible Vendors.

4.2 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on the Award which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Award, debar the Vendor from bidding on any County solicitations or being awarded, for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and shall terminate any or all existing Purchase Order/ Agreements the Vendor may have with the County.

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

4.4 If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

4.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the Vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal. The Vendor and the County will be provided the opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

4.7 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

4.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Vendor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. 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.

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

4.10 These terms shall also apply to Vendor's subcontractors.

4.11 A listing of Vendors 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 COUNTY'S PREFERENCE PROGRAMS

5.1 The County of Los Angeles has three preference programs - Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's Contracting process by constantly continuously streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

5.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. To apply for certification as a LSBE, DVBE or SE, contact the Department of Consumer and Business Affairs at https://dcba.lacounty.gov/

5.3 Local Small Business Enterprise (Local SBE) Preference Program:

5.3.1 The County of Los Angeles Local Small Business Enterprise Preference Program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for local small businesses within the County of Los Angles. The program priorities were developed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure all businesses, including local small businesses, are provided equal opportunities in County concession, purchasing, and contracting activities.

5.3.2 The LSBE must provide goods or services that contribute to the fulfillment of the Award requirements by performing a commercially useful function. A Local SBE is deemed to perform a commercially useful function if the business does all of the following: 1) is responsible for the execution of a distinct element of the work of the Award; 2) carries out its obligation by actually performing, managing, or supervising the work involved; 3) performs work that is normal for its business services and functions; 4) is responsible with respect to products, inventories, materials, supplies required for the Award, for negotiating price, determining quality and quantity, ordering, installing if applicable, and making payment; 5) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A Vendor, subcontractor, or supplier will not be considered to perform a commercially useful function in the Contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transition, Award, or project through which funds are passed in order to obtain the appearance of a Local SBE.

5.3.3 Businesses requesting the LSBE Preference must complete and submit Exhibit 3, Request for Preference Program Consideration and Exhibit 4, Commercially Useful Function Certification Form in Appendix A – Purchasing Required Forms with their bid.

5.3.4 For County solicitations which are not subject to the federal restriction on geographical preferences: An LSBE is defined as:1) A business which is certified by the State of California as a small business (https://caleprocure.ca.gov/pages/sbdvbe-index.aspx) and has had its principal place of business located in Los Angeles County for at least one year; or 2) a business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements.

The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

5.3.5 For County solicitations which are subject to the federal restriction on geographical preferences:
An SBE is defined as: A business that meets the federal small business criteria for the number of employees and/or revenue and maintains an active registration as a small business in the Federal System Award Management (SAM) data base. (https://www.sam.gov)

5.4 Disabled Veteran Business Enterprise (DVBE) Preference Program:

5.4.1 The County of Los Angeles Disabled Veteran Business Enterprise Preference Program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for disabled veterans within the County of Los Angeles. The program priorities were developed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure all businesses, including disabled veteran business enterprises, are provided equal opportunities in County concession, purchasing, and contracting activities.

5.4.2 A DVBE is defined as:

1) A business which is certified by the State of California as a DVBE (https://caleprocure.ca.gov/pages/sbdvbe-index.aspx); or
2) A business which is verified as a Service-Disabled Veteran-Owned Small Business(SDVOSB) by the Veterans Administration (https://www.va.gov/osdbu/verification/); or
3) A business certified as DVBE/SDVOSB with other certifying agencies pursuant to the Department of Consumer and Business Affair's ("DCBA") inclusion policy that meets the criteria set forth by the agencies in (1) or (2), above.

5.5 Social Enterprise (SE) Preference Program:

5.5.1 The County of Los Angeles Social Enterprise Preference Program is a race and gender-neutral program designed to establish a purchasing and contracting preference for certified Social Enterprises that provide transitional and permanent employment, to a Transitional Workforce or provide social, environmental and/or human justice services. The Social Enterprise Preference Program is designed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure that all businesses, including Social Enterprises are provided equal opportunities in County concession, purchasing, and contracting activities.

5.5.2 An SE is defined as:

1) A business that qualifies as a Social Enterprise and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human services; and
2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE

5.5.3 Further information on Social Enterprises also available on the DCBA at: https://dcba.lacounty.gov/

6 SUBCONTRACTING

6.1 County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders must assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

6.2 Reporting: The Final Report of Subcontracting Form

Upon completion of an Award, Vendor must submit the Final Report of Subcontracting and Purchases Form: http://file.laCounty.gov/SDSInter/isd/dbw/1057776_FinalreportofsubContractingform.pdf within fifteen (15) working days. If the Award is one year or more, the Final Report of Subcontracting and Purchases Form must be submitted on a quarterly basis.

6.3 The form must be certified correct and accurate by signature of the bidder or its authorized representative. The Final Report of Subcontracting and Purchases Form must be submitted to the Small Business Services at:

Department of Consumer and Business Affairs
Office of Small Business
Hall of Records
320 West Temple Street Rm G-10
Los Angeles, CA 90012
OSB@dcba.lacounty.gov

7 PROHIBITION AGAINST USE OF CHILD LABOR

7.1 Bidder certifies that, if awarded, bidder must:

1 Not knowingly sell or supply to County any products, goods, supplies, or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2 Upon request, by County, identify the country/countries or origin of any products, goods, supplies or other personal property bidder sells or supplies to County, and

3 Upon request by County, provide to County the manufacturer's certifications of compliance with all international child labor conventions.

7.2 Bidder understands and agrees that, if County discovers that any products, goods, supplies or other personal property sold or supplied by bidder to County are produced in violation of any international child labor conventions, bidder must immediately provide an alternative, compliance source of supply.

7.3 Bidder further understands and agrees that failure to comply with the foregoing provisions will be grounds for immediate cancellation or termination of the Award and County may Award to an alternative bidder.

8 DATA DESTRUCTION

8.1 Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

8.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries.

8.3 County must receive within ten (10) business days, a signed document from Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

8.4 Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

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

9.1 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 Award with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

9.2 Upon Award or at the request of the A-C and/or the contracting Department, Vendor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov/ 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.

9.3 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.

9.4 Upon Award or at any time during the duration of the agreement, a Vendor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting Department(s), will decide whether to approve exemption requests.

10 JURY SERVICE PROGRAM

10.1 The prospective agreement 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 Vendors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this solicitation. The Jury Service Program applies to both Vendors 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.

10.2 The Jury Service Program requires Vendors and their subcontractors to have and adhere to a written policy that provides that its employees must receive from the Vendor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Vendor or that the Vendor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Vendor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1) the lessor number is a recognized industry standard as determined by the County, or 2) the Vendor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Vendor's full-time California employees, even those not working specifically on the County project.

10.3 There are two ways in which a Vendor might not be subject to the Jury Service Program. The first is if the Vendor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "Contractor" to mean a person, partnership, corporation or other entity, which has a Contract with the County or a subcontract with a County Vendor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Contracts or subcontracts. The second is if the Vendor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Vendors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Vendors that possess a collective bargaining Agreement that expressly supersedes the provisions of the Jury Service Program. Vendor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining Agreement.

10.4 If a Vendor 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 Vendor must so indicate in the Certification Form and Application for Exception 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 Vendor's application, the County will determine, in its sole discretion, whether the Vendor falls within the definition of “Contractor” or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

11 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Vendor 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/. Vendor 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. Vendor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Vendor, its employees or its subcontractors to uphold the County’s expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Vendor to termination of Contractual Agreements as well as civil liability.

12 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Vendor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Vendor’s violation of this paragraph may constitute a material breach of the Award. In the event of such material breach, County may, in its sole discretion, terminate the Award.

13 ASSIGNMENTS BY VENDOR

13.1 Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor 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.

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

13.3 Shareholders, partners, members, or other equity holders of Vendor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Vendor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

13.4 Any assumption, assignment, delegation, or takeover of any of the Vendor's duties, responsibilities, obligations, or performance of same by any entity other than the Vendor, 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 the Agreement which may result in the termination of the Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Vendor as it could pursue in the event of default by Vendor.

14 GENERAL AUTHORITY

14.1 County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.

14.2 Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:
Government Code 25501, et seq.;
Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
Section 24 of the County Charter.

14.3 With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant Award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

14.4 County Purchasing Agent or his/her designee will be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

15 BID PROTESTS

In accordance with County Purchasing Policy 14.13, Bid/Vendor Protest, participant bidders may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant bidders may protest any Award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

15.1 Upon a determination of Award, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended Award via email.

15.2 Non-selected Vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.

15.3 Bid protests must be received by the Buyer within the three (3) day period, must be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.

15.4 Once an Award has been executed, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting Vendor.

15.5 If a bid protest is appropriately filed (i.e., prior to the Award), the Purchasing Agent may delay the Award until the matter is resolved.

15.6 There are, however, situations where the delay of an Award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an Award based on a Vendor protest.

15.7 In all cases, the County Purchasing Agent reserves the right to make an Award when it is determined to be in the best interest of the County of Los Angeles to do so.

15.8 Purchasing Agent will respond to all bid protests in a timely manner.

15.9 Purchasing Agent may refer a protest of a technical nature to the requisitioning County Department for further clarification, and will prepare a letter to the protesting Vendor, advising them of the pending action(s), and when a formal response can be expected.

16 REDUCE SINGLE-USE PLASTICS

16.1 REDUCE SINGLE-USE PLASTICS

The Vendor acknowledges that County places a high priority on the implementation of Board Policy 3.185, Reduce Single-Use Plastics, and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

16.2 PROCUREMENT DATA REPORTING

The Vendor will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the County upon request.

****

COMPANY NAME: _____

PROVIDE VENDOR EMAIL FOR COUNTY BID INQUIRIES AND AWARD DOCUMENTS:

_____

THIS SOLICITATION IS NOT FOR A FEDERALLY FUNDED PURCHASE. ONLY LOCAL SMALL BUSINESS ENTERPRISES CERTIFIED BY THE DEPARTMENT OF CONSUMERS AND BUSINESS AFFAIRS (DCBA) ARE ELIGIBLE FOR THE LOCAL SBE PREFERENCE. A LETTER ISSUED BY DCBA MUST BE PROVIDED WHEN SUBMITTING THE BID OFFER.

ITEMS LISTED HEREIN ARE URGENTLY NEEDED AND CONSIDERATION WILL BE GIVEN TO PROMPT DELIVERY.

STATE YOUR BEST DELIVERY DATE....._____.

IT IS THE INTENT OF THIS INVITATION FOR BID TO SOLICIT OFFERS ON THE BRAND LISTED HEREIN. IT HAS BEEN DEEMED ACCEPTABLE TO SATISFY THE MINIMUM PERFORMANCE REQUIREMENTS OF THE COUNTY OF LOS ANGELES.

ELECTRONIC DELIVERY

APPLICABLE SALES TAX TO BE CHARGED FOR MEDIA DELIVERY ONLY. THE COUNTY OF LOS ANGELES IS HEREBY REQUESTING ELECTRONIC DELIVERY OF ALL SOFTWARE AND UPDATES; THEREFORE, THIS PURCHASE SHALL BE NONTAXABLE.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (SECTION 1.12, PAGE 2 OF REQUEST FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

AUTHORIZATION:
IS YOUR COMPANY AN AUTHORIZED DISTRIBUTOR/RESELLER/SERVICE PROVIDER FOR ALL PRODUCTS AND SERVICES OFFERED? YES _____NO_____

AUTHORIZING MANUFACTURER/DISTRIBUTOR: _____

AT THE TIME OF BID SUBMISSION, BIDDER MUST BE AN AUTHORIZED DISTRIBUTOR/RESELLER/SERVICE PROVIDER FOR ALL PRODUCTS AND SERVICES OFFERED.

1. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS A MANUFACTURER'S AUTHORIZED DISTRIBUTOR, MUST INCLUDE WITH ITS BID RESPONSE A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE BIDDER IS AUTHORIZED TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

2. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS AN AUTHORIZED DISTRIBUTOR'S AUTHORIZED RESELLER, MUST INCLUDE WITH ITS BID RESPONSE (1) A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT THE DISTRIBUTOR OWNS, IS AUTHORIZED OR HAS A LEGAL RIGHT TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES, AND (2) A LETTER OF CERTIFICATION FROM THE AUTHORIZED DISTRIBUTOR ON THE AUTHORIZED DISTRIBUTOR'S LETTERHEAD CONFIRMING THAT THE RESELLER OWNS, IS AUTHORIZED OR HAS A LEGAL RIGHT TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

3. AT THE TIME OF BID SUBMISSION, A BIDDER, WHO IS A MANUFACTURER'S AUTHORIZED RESELLER/SERVICE PROVIDER, MUST INCLUDE WITH ITS BID RESPONSE A LETTER OF CERTIFICATION FROM THE MANUFACTURER ON THE MANUFACTURER'S LETTERHEAD CONFIRMING THAT

THE BIDDER IS AUTHORIZED TO OFFER SUCH PRODUCTS AND/OR PERFORM SUCH SERVICES.

IF THE REQUIRED LETTER(S) OF CERTIFICATION(S) IS/ARE NOT INCLUDED WITH YOUR BID RESPONSE, THE ENTIRE OFFER MAY BE DEEMED NON-RESPONSIVE IN COUNTY'S SOLE DISCRETION.

A CERTIFIED LOCAL SMALL BUSINESS (LSBE) REQUESTING A LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE MUST COMPLETE AND RETURN THE ATTACHED FORM WITH YOUR BID/PROPOSAL FOR PROPER CONSIDERATION. THIS FORM IS REQUIRED FOR ANY CERTIFIED LOCAL SMALL BUSINESS ENTERPRISE PRIME THAT WILL PERFORM AN ELEMENT OF WORK. (CHAPTER 2.204 -REV 2018)

EVALUATION AND AWARD:

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

QUOTATIONS MUST STATE DEFINITELY MANUFACTURER'S BRAND, NUMBER AND PACKAGING OFFERED. RIGHT IS RESERVED TO TEST FOR LATER CONSIDERATION BRANDS ON WHICH WE HAVE NO RECORD.

MUST MEET OPERATING REQUIREMENTS OF USING DEPARTMENT.

TERMS, CONDITIONS, AND LIMITATIONS FOR SERVICES:
VENDORS ARE ENTITLED TO RECEIVE PAYMENT ONLY FOR GOODS RECEIVED BY, OR SERVICES PROVIDED TO, THE COUNTY THAT ARE SPECIFIC TO AND WITHIN THE PRICE AMOUNT STATED ON THE APPLICABLE PURCHASE ORDER. UNDER NO CIRCUMSTANCES SHALL SUPPLIERS, CONTRACTORS, OR VENDORS WHO PROVIDE GOODS OR SERVICES TO THE COUNTY OF LOS ANGELES BE ENTITLED TO PAYMENT FOR EXPENDITURES THAT EXCEED THE AMOUNTS AUTHORIZED UNDER THE CONTRACT OR PURCHASE ORDER. BY ACCEPTANCE OF THIS PURCHASE ORDER, THE VENDOR FURTHER ACKNOWLEDGES
AND UNDERSTANDS THAT THE COUNTY SHALL NOT BE FINANCIALLY RESPONSIBLE FOR ANY SERVICES PROVIDED IN EXCESS OF THE PURCHASE ORDER VALUE AS ESTABLISHED BY THE PURCHASING AGENT. IN NO EVENT MAY THE PURCHASE ORDER BE EXCEEDED BEYOND THE AMOUNT AUTHORIZED BY THE PURCHASING AGENT, NOR SHALL THE DEPARTMENT SUPPLEMENT OR OTHERWISE ORDER ADDITIONAL SERVICES ONCE THE PURCHASE ORDER AMOUNT HAS BEEN FULLY EXPENDED. NOTWITHSTANDING ANY OTHER PROVISION OF THESE SPECIAL TERMS AND CONDITIONS, AT NO TIME SHALL ANY ONE VENDOR RECEIVE AGGREGATE PAYMENTS EXCEEDING TWO HUNDRED THOUSAND DOLLARS ($200,000) WITHIN A SINGLE FISCAL YEAR FOR THE SAME OR SIMILAR SERVICES UNDER THIS OR ANY FUTURE OR SUCCESSOR PURCHASE ORDER. STATUTORY AUTHORITY FOR THE ACQUISITION OF SERVICES EXCEEDING $200,000 IS PERMITTED ONLY UPON APPROVAL BY THE LOS ANGELES COUNTY BOARD OF SUPERVISORS AND MUST BE PROCESSED BY THE DEPARTMENT THROUGH A BOARD-APPROVED SERVICE CONTRACT.

SOFTWARE OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

YOUR OFFER ON THIS INQUIRY IS TO BE ON THE BASIS THAT ALL ITEMS ARE GUARANTEED EQUAL IN QUALITY AND PATTERN TO THOSE SPECIFIED AND THAT ANY ITEM PURCHASED AS EQUIVALENT AND NOT ACCEPTABLE TO USING DEPARTMENT MAY BE RETURNED FOR FULL CREDIT.

TECHNOLOGY ERRORS & OMISSIONS INSURANCE, INCLUDING COVER FOR LIABILITIES ARISING FROM NEGLIGENT ACTS, ERRORS, OMISSIONS, IN RENDERING OR FAILING TO RENDER COMPUTER OR INFORMATION TECHNOLOGY SERVICES AND TECHNOLOGY PRODUCTS. TECHNOLOGY SERVICES SHOULD AT A MINIMUM INCLUDE (1) SYSTEMS ANALYSIS (2) SYSTEMS PROGRAMMING (3) DATA PROCESSING (4) SYSTEMS INTEGRATION (5) OUTSOURCING INCLUDING OUTSOURCING DEVELOPMENT AND DESIGN (6) SYSTEMS DESIGN, CONSULTING, DEVELOPMENT AND MODIFICATION (7) TRAINING SERVICES RELATING TO COMPUTER SOFTWARE OR HARDWARE (8) MANAGEMENT, REPAIR AND MAINTENANCE OF LICENSED SOFTWARE PRODUCTS (9) DATA ENTRY, MODIFICATION, VERIFICATION, MAINTENANCE, STORAGE, RETRIEVAL OR PREPARATION OF DATA OUTPUT, AND ANY OTHER SERVICES PROVIDED BY THE VENDOR WITH LIMITS OF $2,000,000 PER OCCURRENCE/AGGREGATE.

THE CONTRACTOR SHALL SECURE AND MAINTAIN CYBER LIABILITY INSURANCE COVERAGE IN THE MANNER PRESCRIBED IN THIS SECTION UNLESS THE CONTRACT PRESCRIBES CYBER LIABILITY INSURANCE COVERAGE PROVISIONS AND THOSE PROVISIONS ARE NO LESS STRINGENT THAN THOSE

DESCRIBED IN THIS SECTION.
THE CONTRACTOR SHALL SECURE AND MAINTAIN CYBER LIABILITY INSURANCE COVERAGE WITH LIMITS OF AT LEAST $2 MILLION PER OCCURRENCE AND IN THE AGGREGATE DURING THE TERM OF THE CONTRACT, INCLUDING COVERAGE FOR: NETWORK SECURITY LIABILITY; PRIVACY LIABILITY; PRIVACY REGULATORY PROCEEDING DEFENSE, RESPONSE, EXPENSES AND FINES; TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS); PRIVACY BREACH EXPENSE REIMBURSEMENT (LIABILITY ARISING FROM THE LOSS OR DISCLOSURE OF COUNTY INFORMATION NO MATTER HOW IT OCCURS); SYSTEM BREACH; DENIAL OR LOSS OF SERVICE; INTRODUCTION, IMPLANTATION, OR SPREAD OF MALICIOUS SOFTWARE CODE; UNAUTHORIZED ACCESS TO OR USE OF COMPUTER SYSTEMS; AND DATA/INFORMATION LOSS AND BUSINESS INTERRUPTION; ANY OTHER LIABILITY OR RISK THAT ARISES OUT OF THE CONTRACT. THE CONTRACTOR SHALL ADD THE COUNTY AS AN ADDITIONAL INSURED TO ITS CYBER LIABILITY INSURANCE POLICY AND PROVIDE TO THE COUNTY CERTIFICATES OF INSURANCE EVIDENCING THE FOREGOING UPON THE COUNTYS REQUEST. THE PROCURING OF THE INSURANCE DESCRIBED HEREIN, OR DELIVERY OF THE CERTIFICATES OF INSURANCE DESCRIBED HEREIN, SHALL NOT BE CONSTRUED AS A LIMITATION UPON THE CONTRACTORS LIABILITY OR AS FULL PERFORMANCE OF ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. NO EXCLUSION/RESTRICTION FOR UNENCRYPTED PORTABLE DEVICES/MEDIA MAY BE ON THE POLICY.

BIDDERS MUST COMPLY WITH INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT STATING ANY EXCEPTIONS. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

RETURN OF GOODS RECEIVED:
IN BIDDING, YOU AGREE TO ACCEPT FOR CREDIT ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN FIVE DAYS AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES; HOWEVER, NO RETURN MUST BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION MUST BE FOR ACCOUNT OF VENDOR.

CANCELLATION:

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

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

IT IS THE INTENT OF THIS REQUEST FOR BID TO SOLICIT OFFERS ON THE BRAND LISTED HEREIN. IT HAS BEEN DEEMED ACCEPTABLE TO SATISFY THE MINIMUM PERFORMANCE REQUIREMENTS OF THE COUNTY OF LOS ANGELES. THE OFFERS RECEIVED ON THIS BID MUST INTERMEMBER WITH THE EXISTING COMPUTER SYSTEM TO MAINTAIN THE OVERALL SYSTEM EFFECTIVENESS IN ORDER TO BE CONSIDERED FOR AN AWARD.

INQUIRIES:
ALL QUESTIONS RELATED TO THIS SOLICITATION MUST BE SUBMITTED VIA EMAIL TO THE DESIGNATED BUYER NO LATER THAN THREE (3) BUSINESS DAYS PRIOR TO THE SOLICITATION DUE DATE. THIS TIMEFRAME IS NECESSARY TO ALLOW FOR INTERDEPARTMENTAL COMMUNICATION AND COORDINATION. QUESTIONS SUBMITTED WITHIN THREE (3) BUSINESS DAYS OF THE DUE DATE MAY NOT BE REVIEWED OR RESPONDED TO.

PROCUREMENT RATED AS COMPLEX

CHECKLIST OF DOCUMENTS TO BE PROVIDED BY THE BIDDER BEFORE THE BID DUE DATE:
1. COMPLETED REQUEST FOR BID (RFB) FORM
2. APPENDIX A PACKAGE
3. EXHIBITION 6
4. LETTER(S) OF AUTHORIZATION AS INDICATED ON PAGE #18 OF THE RFB
5. CERTIFICATE OF INSURANCE (COI): PLEASE ENSURE THE COUNTY OF LOS ANGELES IS LISTED AS THE CERTIFICATE HOLDER AND PROVIDE A WRITTEN COPY OF THE ADDITIONAL INSURED ENDORSEMENT.
6. QUOTATION

PRICE SHEET	REQUEST FOR BID SO NO : RFB-IS-27200289-1	
	BID DUE: 11/10/26 12:00:00 PM	Page **24**

LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UOM	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 209-28-00-0000000 ITEM: TABLEAU CREATOR (SERVER) BRAND: TABLEAU SOFTWARE LLC PART NO.: 200001773 PERIOD: 11/20/2026 TO 11/19/2027 TYPE OF SUBSCRIPTION: RENEWAL REQUESTING DEPARTMENT: PUBLIC SOCIAL SERVICES NOTE: -BRAND ONLY -ELECTRONIC DELIVERY UNLESS SPECIFIED ELSEWHERE SHIP TO : ITD 14714 CARMENITA RD NORWALK, CA 90650	42.00	EA	_____	_____
2	COMMODITY CODE: 209-28-00-0000000 ITEM: TABLEAU 8 CORE BASE (SERVER) PART NO.: 200001798 BRAND: TABLEAU SOFTWARE LLC PERIOD: 11/20/2026 TO 11/19/2027 TYPE OF SUBSCRIPTION: RENEWAL REQUESTING DEPARTMENT: PUBLIC SOCIAL SERVICES NOTE: -BRAND ONLY -ELECTRONIC DELIVERY UNLESS SPECIFIED ELSEWHERE SHIP TO : ITD 14714 CARMENITA RD NORWALK, CA 90650	1.00	EA	_____	_____
3	COMMODITY CODE: 209-28-00-0000000 ITEM: TABLEAU - SIGNATURE SUCCESS PART NO.: 200003626	1.00	EA	_____	_____

PRICE SHEET	REQUEST FOR BID SO NO : RFB-IS-27200289-1	
	BID DUE: 11/10/26 12:00:00 PM	Page **25**

LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UOM	UNIT PRICE	EXTENDED AMOUNT
	BRAND: TABLEAU SOFTWARE LLC PERIOD: 11/20/2026 TO 11/19/2027 TYPE OF SUBSCRIPTION: RENEWAL REQUESTING DEPARTMENT: PUBLIC SOCIAL SERVICES NOTE: -BRAND ONLY -ELECTRONIC DELIVERY UNLESS SPECIFIED ELSEWHERE SHIP TO : ITD 14714 CARMENITA RD NORWALK, CA 90650				