



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** August 3, 2021

**TO:** Mayor and Council Members

**FROM:** Information Technology and Communications (ITC) Department

**SUBJECT:** Blanket Purchase Order for the Annual Purchase of Various Paper Products

### **RECOMMENDATION:**

It is recommended that the Mayor and Council Members approve a three-year blanket purchase order with Spicers Paper, Inc., for the annual purchase of various paper products in an annual amount not to exceed \$50,000 (total of \$150,000). (Stores & Equipment Fund)

### **BACKGROUND:**

The Reprographics Division of the Information Technology and Communications (ITC) Department is a service-based operation assisting City Departments with graphic design, printing, and mailing. Services include but are not limited to the design and printing of the City Council Agenda packets, the Annual Budget, flyers, and the printing of full-color brochures and door hangers. Paper costs are charged back to the requesting Departments.

### **DISCUSSION:**

The Reprographics Division of the ITC Department purchases several thousand pounds of paper per year. Those purchases go toward specialty paper for utility bills, flyers, and announcements like cardstock and large format paper. This is not the typical white 8.5x11-inch (Letter) printer paper.

Currently, the County of Los Angeles has an agreement in place with Spicers Paper, Inc. Through a competitive bid process, an agreement was awarded by the County of Los Angeles to Spicers Paper, Inc. for various paper products. Staff is hereby requesting approval of a cooperative purchase agreement entered into with Spicer Papers, Inc. and the County of Los Angeles, pursuant to Section 2-198.1 (Exception to Competitive Bidding Requirements) of the Inglewood Municipal Code:

*“Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:(e) Cooperative Purchases. Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement...”*

4.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

Funding in the amount of \$50,000 is available in the Fiscal Year 2020-2021 Budget in various departments as a chargeback, and will be added to the budget for Fiscal Years 2021-2022 and 2022-2023 in Account Code No. 120.099.9953.43635.00 (Stores & Equipment Fund-Non Departmental-Stores & Equipment-Photocopy).

**DESCRIPTION OF ANY ATTACHMENTS:**

Attachment No. 1 - County of Los Angeles Agreement

**PREPARED BY:**

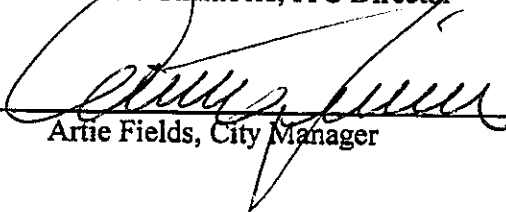
Matthew Chambers, ITC Director  
Joshua Howe, Systems Development & Implementation Manager

**COUNCIL PRESENTER:**

Matthew Chambers, ITC Director

**APPROVAL VERIFICATION SHEET**

**DEPARTMENT HEAD APPROVAL:**   
Matthew Chambers, ITC Director



**CITY MANAGER APPROVAL:**   
Arnie Fields, City Manager

# Attachment

1

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-2140261-1	VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 2056485	
<div style="border: 1px solid black; padding: 5px;"> <p>SPICERS PAPER INC</p> <p>12310 E SLAUSON AVE</p> <p>SANTA FE SPRINGS CA 90670</p> </div>		BUYER: Yancy G. Engleton PHONE: 323-267-2208 EMAIL: yengleton@isd.lacounty.gov		
		VENDOR NO: 005871 CONTACT: DENISE HAWKINS PHONE: 562-698-1199		
		FISCAL YEAR: EFFECTIVE DATE: 01/01/21 EXPIRATION: 12/31/23		

PAPER - OFFICE					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 645-21-00-002903 PAPER-OFFICE CATALOG	0.000		CATALOG	0.0000 %

<p><i>Yancy Engleton</i>  01/05/2021 09:33 AM PST</p> <p>_____ COUNTY OF LOS ANGELES</p>	<p><i>TL</i></p>	<p><i>Steve Okeefe</i>  01/05/2021 09:27 AM PST</p> <p>_____ VENDOR SIGNATURE/DATE</p>
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FURNISHED AS NEEDED FOR A PERIOD OF THREE (3) YEARS, RENEWABLE FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT. PRICES TO BECOME EFFECTIVE AS OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2023.

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

PRICES QUOTED INCLUDE DELIVERY TO LOCATIONS WITHIN THE LOS ANGELES METROPOLITAN AREA.

INSURANCE COVERAGE REQUIREMENTS:  
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: \$2 MILLION  
PERSONAL AND ADVERTISING INJURY: \$1 MILLION  
EACH OCCURRENCE: \$1 MILLION

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

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

IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:  
EACH ACCIDENT: \$1 MILLION  
DISEASE - POLICY LIMIT: \$1 MILLION  
DISEASE - EACH EMPLOYEE: \$1 MILLION

INDEMNIFICATION AND INSURANCE REQUIREMENTS  
FOR LOS ANGELES COUNTY SERVICE AGREEMENTS  
INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY.  
GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.  
EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE  
PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A

**SPECIAL TERMS & CONDITIONS**

**TERM CONTRACT AWARD**

CONTRACT NO: MA-IS-2140261-1

Page  
3

RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

ATTN: YANCY ENGLETON  
SOLICITATION/CONTRACT # MA-IS-2140261  
COUNTY OF LOS ANGELES - ISD  
1100 NORTH EASTERN AVENUE RM #G115  
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:

- (1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.
- (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.
- (3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
- (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT.
- (5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS, INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.

COPY PAPER PRICE BIDS ARE FIRM, FIXED PRICE FOR THE FIRST 12-MONTHS OF THE MASTER AGREEMENT. THEREAFTER, PRICE ADJUSTMENTS MAY BE AUTHORIZED WITH 30 DAYS PRIOR NOTICE, WITH THE APPROPRIATE JUSTIFICATION/MANUFACTURER DOCUMENTATION.

ANY RESULTANT AWARD WILL HAVE THE SPECIFIC TERMS AND CONDITIONS REFLECTED IN THE CONTRACT. IN ALL CASES, THE COUNTY WILL RESERVE THE RIGHT TO REJECT ANY PRICE INCREASES DURING THE TERM OF THE MASTER AGREEMENT.

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

THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON SIXTY (60) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2140261-1	Page 4

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

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

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

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

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

#### CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.

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

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.



STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2140261-1	Page 5

**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

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

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

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

**A. Jury Service Program.**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

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

**B. Written Employee Jury Service policy.**

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

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2140261-1	Page 6

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

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

**ASSIGNMENT BY CONTRACTOR**

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

**FEDERAL UNIFORM GUIDELINE CLAUSE**

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

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2140261-1	Page 7

COMPLIANCE WITH COUNTY POLICY OF EQUITY

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