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| TERM CONTRACT AWARD |  | CONTRACT NO: MA-IS-2340176-4 | VERSION DATE |
| INTERNAL SERVICES DEPARTMENT | | PROCUREMENT FOLDER: 2531777 | |
| <div style="border: 1px solid black; padding: 5px;"> <p>SAFEWARE INC.</p> <p>4403 FORBES BLVD</p> <p>LANHAM MD 20706-4328</p> </div> | BUYER: Peter Genov PHONE: 323-267-2297 EMAIL: pgenov@isd.lacounty.gov | | |
| | VENDOR NO: 101140 CONTACT: DIANA MULARKY PHONE: 301-683-1234 | | |
| | FISCAL YEAR: EFFECTIVE DATE: 02/17/23 EXPIRATION: 12/31/25 | | |

PIGGYBACK OFF SAFETY EQUIPMENT AND SUPPLIES CONTRACT

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|----------|---|----------|-----|------------|-----------|
| 1 | COMMODITY CODE: 345-92-00-000001 THIS LINE HAS BEEN DELETED | 0.000 | | DISCOUNT | 0.0000 % |
| 2 | COMMODITY CODE: 680-08-00-049043 LAW ENFORCEMENT PRODUCTS 41% Discount off Safeware Catalog Price Products Include: Communications Equipment Computer Software and Hardware Emergency Management Equipment Cases, Storage and Organization Forensics, Drug and Explosive Detection Gas Detection Gloves, Hand and Arm Protection Hazmat Handling, Storage and Accessories Lighting Protective Clothing Rescue Gear Respiratory Protection Robotics and Hi Tech Safety Alarms and Warnings Thermal Imaging and Night Vision Traffic Safety X Ray and Body Scanners | 0.000 | | DISCOUNT | 41.0000 % |
| 3 | COMMODITY CODE: 345-74-00-000001 PERSONAL PROTECTIVE EQUIPMENT PRODUCTS 41% Discount off Safeware Catalog Price Products Include: Seasonal Items Arc Flash Confined Space Equipment Emergency Management Eye Protection and Accessories Fall Protection Footwear and Foot Protection | 0.000 | | DISCOUNT | 41.0000 % |

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
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| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 4 | Gas Detection Gloves, Hand and Arm Protection Hazmat Handling, Storage and Accessories Head and Face Protection Hearing Protection Leg and Knee Protection Lockout Devices Matting and Ergonomics Pro Survival Gear PPE Kits Protective Clothing Respiratory Protection Welding Equipment and Accessories COMMODITY CODE: 345-32-00-003766 FIRST AID PRODUCTS 41% Discount off Safeware Catalog Price Products Include: Emergency Management Equipment Cases, Storage and Organization Eyewash and Shower Equipment First Aid, Wound Care, and Skin Protection | 0.000 | | DISCOUNT | 41.0000 % |
| 5 | COMMODITY CODE: 345-64-00-000002 GENERAL SAFETY PRODUCTS 41% Discount off Safeware Catalog Price Products Include: Confined Space Equipment Emergency Management Equipment Cases, Storage and Organization Eye Protection and Accessor Eyewash and Shower Equipment Fall Protection Fire Hoses, Extinguishers and Accessories Footwear and Foot Protection Gloves, Hand and Arm Protection Grocery Supply Hazmat Handling, Storage and Accessories Head and Face Protection Hearing Protection Industrial Hygiene Janitorial Supply Jobsite Identification K-12 Education Supply Leg and Knee Protection Lighting Lockout Devices Matting and Ergonomics Pro Survival Gear Protective Clothing Rainwear Rescue Gear Respiratory Protection Safety Alarms and Warnings Signs, Printers and Labels Spill Control Supplies Thermal Imaging and Night Vision Tools | 0.000 | | DISCOUNT | 41.0000 % |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
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| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| | Traffic Safety Water Coolers, Portable Coolers, and Beverages Water Safety Welding Equipment and Accessories | | | | |

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| SPECIAL TERMS & CONDITIONS | TERM CONTRACT AWARD | |
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1.0 SPECIAL TERMS AND CONDITIONS.

1.1 THE AGREEMENT PERIOD IS FROM 2/17/2023 TO 12/23/2023, INCLUSIVE, WITH OPTION TO EXTEND FOR ADDITIONAL FOUR (4) 12 MONTHS PERIODS BY MUTUAL CONSENT. TO PIGGYBACK OFF MARICOPA COUNTY, AZ- CONTRACT #SERIAL 210237-C

1.2 TERMS AND CONDITIONS IN ACCORDANCE WITH RFQ-IS-23260350. PRICES IN ACCORDANCE WITH MARICOPA COUNTY, AZ- CONTRACT #SERIAL 210237-C

1.3 UTILIZATION RECAPITULATION REPORT: 120 DAYS PRIOR TO TERMINATION OF AGREEMENT VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD BE FURNISHED.

1.4 CONTACT FOR TECHNICAL ASSISTANCE & PLACING ORDERS:
NAME: DIANA MULARKI
TEL: 240-956-6132
EMAIL: DMULARKY@SAFEWAREINC.COM

FOR INDIVIDUAL PURCHASE MAIL PURCHASE ORDER TO:
SAFEWARE INC.
5641 S. LABURNUM AVE.
RICHMOND VA 23231

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

1.6 DELIVERY: VARIES PER ORDER. VENDOR MUST PROVIDE DELIVERY LEAD TIME FOR PURCHASES MADE AGAINST THIS AGREEMENT ON THE QUOTE.

1.7 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS HEREIN. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH HEREIN.
CASH DISCOUNT PERIODS SHALL BE COMPUTED EITHER FROM THE DATE OF DELIVERY AND COUNTY'S ACCEPTANCE OF THE VEHICLE WHICH MAY TAKE UP TO 2 WEEKS OR THE DATE OF COUNTY'S RECEIPT OF CORRECT AND PROPER INVOICES, WHICHEVER DATE IS LATER.

1.8 PRICE GUARANTEE: UNLESS OTHERWISE PROVIDED HEREIN, VENDOR AGREES THAT PRICES ARE MAXIMUM FOR THE PERIOD OF THIS AGREEMENT.

1.9 CANCELLATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT, UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL AGREEMENT AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON 90 DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST THE AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

1.10 INSURANCE COVERAGE REQUIREMENTS;
GENERAL LIABILILTY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
GENERAL AGGREGATE: \$2 MILLION
PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION
PERSONAL AND ADVERTISING INJURY: \$1 MILLION
EACH OCCURENCE: \$1 MILLION

1.11 AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIBILITY 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'.

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

ATTN: PETER GENOV
SOLICITATION # RFQ-IS-23260350
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 INSURED 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.

1.13 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
EACH ACCIDENT: \$1 MILLION
DISEASE - POLICY LIMIT: \$1 MILLION
DISEASE - EACH EMPLOYEE: \$1 MILLION

1.14 CERTIFICATE OF REGISTRATION #: 102143578

1.15 PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM

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BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

1.16 UNLESS OTHERWISE QUALIFIED, REVISIONS SHALL BE EFFECTIVE SEVEN (7) DAYS AFTER SUCH NOTIFICATION AND RECEIPT THEREOF. UPWARD REVISIONS SHALL BE SUBJECT TO ACCEPTANCE BY THE COUNTY OF LOS ANGELES.

1.17 IF PRICES DECLINE, OR SHOULD VENDOR AT ANY TIME DURING THE LIFE OF SAID AGREEMENT SELL THE SAME MATERIALS OR SERVICE UNDER SIMILAR QUANTITY AND DELIVERY CONDITIONS TO THE STATE OF CALIFORNIA, OR ANY COUNTY, MUNICIPALITY OR LEGAL DISTRICT OF THE STATE OF CALIFORNIA AT PRICES BELOW THOSE QUOTED HEREIN, SUCH LOWER PRICES SHALL BE IMMEDIATELY EXTENDED TO THE COUNTY OF LOS ANGELES.

1.18 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.

2.0 AMENDMENT# 1

2.1 TO INCLUDE INDIVIDUAL COMMODITY LINES AS FOLLOWS PER REQUEST FROM PURCHASING DIVISION MANAGER GERALD PLUMMER. THE DISCOUNTS ARE BASED OFF SAFEWARE CATALOG PRICE AND ARE IN ACCORDANCE WITH GENERAL CATALOG DISCOUNTS FOUND IN MARICOPA COUNTY, AZ- CONTRACT #SERIAL 210237-C.

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| LAW ENFORCEMENT GENERAL | 41% DISCOUNT |
| PERSONAL PROTECTIVE EQUIPMENT | 41% DISCOUNT |
| FIRST AID | 41% DISCOUNT |
| GENERAL SAFETY SUPPLIES | 41% DISCOUNT |

3.0 AMENDMENT# 2

3.1 EXTENSION OF AGREEMENT
FROM: 01-01-2024 TO: 12-31-2025, INCLUSIVE

3.2 BASIS: LETTER DATED 09-11-2023 FROM RICHARD L BOND OFFERING TO EXTEND AGREEMENT FOR AN ADDITIONAL 24 MONTHS TO MATCH THE EXTENSION OF MARICOPA COUNTY, AZ- CONTRACT #SERIAL 210237-C

3.3 ALL DISCOUNTS AND TERMS AND CONDITIONS TO REMAIN UNCHANGED

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

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

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

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

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

CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

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

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

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

A. Jury Service Program.

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

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

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

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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.

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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.