


TERM CONTRACT AWARD		CONTRACT NO: MA-IS-2340059-1	VERSION DATE
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 2458180	
<div style="border: 1px solid black; padding: 5px;"> <p>F.S.O.C. LLC</p> <p>803 EUCALYPTUS DR</p> <p>EL SEGUNDO CA 90245-2307</p> </div>		BUYER: Marnica Valencia PHONE: 323-267-2288 EMAIL: mvalencia@isd.lacounty.gov	
		VENDOR NO: 173299 CONTACT: DAVE PASSARELL PHONE: 424-634-9573	
		FISCAL YEAR: EFFECTIVE DATE: 09/22/22 EXPIRATION: 09/21/25	

**VEST - BODY ARMOR - FIRST SPEAR**

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 680-08-00-033478 VEST - BODY ARMOR - FIRST SPEAR DISCOUNT OFF MANUFACTURER'S PRICE LIST QUOTES MUST BE REQUESTED PER ORDER	0.000		DISCOUNT	0.0000 %

<hr/> COUNTY OF LOS ANGELES	<hr/> VENDOR SIGNATURE/DATE
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1. ALL OTHER TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION#  
RFB-IS-22200929

2. THE AGREEMENT PERIOD FOR THREE (3) YEARS, WITH  
OPTION TO EXTEND FOR ADDITIONAL TWO (2) 12 MONTH PERIODS BY MUTUAL CONSENT.

3. VENDOR CONTACTS:

PLACING ORDERS:

NAME: Dave Passarell

PHONE: 310-616-6184

EMAIL: fsocllc@gmail.com

4. DELIVERY: F.O.B.: DESTINATION  
6-8 WEEKS AFTER RECEIPT OF ORDER

5. PAYMENT TERMS: NET/ 30 DAYS

6. PRICE GUARANTEE: UNLESS OTHERWISE PROVIDED HEREIN, VENDOR AGREES THAT  
PRICES ARE MAXIMUM FOR THE PERIOD OF THIS AGREEMENT. UPWARD REVISIONS SHALL BE  
SUBJECT TO ACCEPTANCE BY THE COUNTY OF LOS ANGELES.

7. ESTIMATED ANNUAL CONSUMPTION: \$60,000  
COUNTY AGREEMENTS DO NOT ESTABLISH ANY TYPE OF GUARANTEED USAGE. END USER  
DEPARTMENTS WILL ISSUE PURCHASE ORDERS AGAINST AGREEMENTS WHEN A NEED ARISES.

8. WARRANTY:

9. INSURANCE CERTIFICATES:

CERTIFICATES OR AFFIDAVITS OF INSURANCE MUST BE ON FILE IN THE OFFICE OF COUNTY  
PURCHASING AGENT THROUGHOUT  
THE PERIOD OF THIS AGREEMENT.

IF INSURANCE POLICIES ON WHICH THE CERTIFICATES OR AFFIDAVITS ARE  
ISSUED ARE CANCELLED OR CHANGED DURING THE PERIOD OF SUCH INSURANCE  
COVERAGE, WRITTEN NOTICE MUST BE RECEIVED BY THE COUNTY PURCHASING  
DEPARTMENT AT LEAST 30 DAYS PRIOR TO EFFECTIVE DATE OF SUCH  
CANCELLATION OR CHANGE. COUNTY OF LOS ANGELES SHALL BE NAMED AS AN ADDITIONAL  
INSURED.

9.1 INSURANCE: RESPONSIBILITY FOR OBTAINING EVIDENCE OF VENDOR  
INSURANCE FOR THE PROTECTION OF THE COUNTY RESTS WITH THE ORDERING  
DEPARTMENT. CERTIFICATES OF PUBLIC LIABILITY AND PROPERTY DAMAGE  
AND WORKER'S COMPENSATION INSURANCE MUST BE ON FILE IN OFFICE OF  
ORDERING DEPARTMENT BEFORE WORK CAN COMMENCE. ALL OPERATION OF  
VENDORS MUST BE COVERED, INCLUDING AUTOMOTIVE AND PREMISES  
OPERATIONS.

9.2 INSURANCE COVERAGE REQUIREMENTS:

GENERAL LIABILITY:

GENERAL AGGREGATE: \$2 MILLION

PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION

PERSONAL AND ADVERTISING INJURY: \$1 MILLION

EACH OCCURENCE: \$1 MILLION

AUTOMOBILE LIABILITY:

\$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 EMPLOYERS' LIABILITY:

EACH ACCIDENT: \$1 MILLION

DISEASE - POLICY LIMIT: \$1 MILLION

DISEASE - EACH EMPLOYEE: \$1 MILLION

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CERTIFICATE HOLDER/ADDITIONAL INSURED:  
COUNTY OF LOS ANGELES  
1100 N. EASTERN AVENUE  
LOS ANGELES, CA 90063

Note: Additional insured endorsement to the commercial general liability policy must be on a separate page and not on the COI. Additional insured must state: "County of Los Angeles, its special districts, its officials, officers and employees as insured for all activities arising from subsequent agreement"

10. CANCELLATION:  
THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY, UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY 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.

10.1 CANCELLATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT/PURCHASE ORDER 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. COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

11. 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.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD
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	CONTRACT NO: MA-IS-2340059-1	Page 4
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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.

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-2340059-1	Page 6
<p>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.</p> <p>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.</p>		
<p>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p>		
<p>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.</p>		
<p>ASSIGNMENT BY CONTRACTOR</p>		
<p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>		
<p>DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)</p>		
<p>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).</p> <p>2. The Contractor shall submit a direct deposit authorization request via the website <a href="https://directdeposit.lacounty.gov">https://directdeposit.lacounty.gov</a> 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.</p> <p>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.</p>		
<p>FEDERAL UNIFORM GUIDELINE CLAUSE</p>		
<p>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.</p>		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2340059-1	Page 7
<p style="text-align: center;">COMPLIANCE WITH COUNTY POLICY OF EQUITY</p> <p>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), (<a href="https://ceop.lacounty.gov/">https://ceop.lacounty.gov/</a>). 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.</p>		