

Contractor's written request must be submitted through the South Bay Workforce Investment Board (SBWIB) Executive Director with justification of purchase versus leasing and include a minimum of three acceptable bids secured through an open competitive selection process if purchasing. The property shall be used and maintained by the Contractor as follows:

A. Property shall be used solely in the performance of this Agreement.

B. A copy of each executed equipment lease agreement shall be kept on file by the Contractor.

C. The Contractor shall be liable for any and all loss; damage or destruction of property acquired under this Agreement during the period of said property is under the control of Contractor, except damage, loss, or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to the City.

D. Contractor assures that all of its purchased hardware; software and other computer related products and/or services purchased under this Agreement shall be Year 2000 compliant.

Disposition of non-expendable personal property shall be governed by the provisions of OMB A-110 or DOL regulations at 29CFR Part 37 or State, City or local directive as applicable.

XXV- ENTIRE AGREEMENT

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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