



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **AS-0**

May 15, 2008

NOTICE OF REQUEST FOR PROPOSALS FOR SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)

PLEASE TAKE NOTICE that Public Works requests proposals for a contract for Service and Maintenance of Supervisory Control and Data Acquisition (SCADA) System (2008-IT026). The annual contract amount for this service is estimated to be \$250,000. If not enclosed with this letter, the Request for Proposals (RFP) setting forth contract specifications, forms and instructions for preparing and submitting proposals may be requested by accessing the link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/scada.pdf> or from Ms. Jeanette Arismendez at (626) 458-4169, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to: (i) the requirement that Proposer's personnel must have at least five (5) years experience in the programming, troubleshooting, and installation of Motorola MOSCAD hardware and Wonderware software; and (ii) the System Integrator must be Wonderware certified.

A Proposers' Conference will be held on **Thursday, May 29, 2008, at 11 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. Walk-throughs for South and North Maintenance Areas will be conducted on **Wednesday, June 4, 2008, from 7 a.m. to 5:30 p.m.** **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT BOTH THE CONFERENCE AND WALK-THROUGHS IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference and walk-throughs cannot be verified. Attendees should be prepared to ask questions at the conference about the specifications, proposal requirements, and contract terms. After the conference and walk-throughs, time may not permit Public Works to respond to further requests for information.

May 15, 2008
Page 2

The deadline to submit proposals is Wednesday, June 18, 2008, at 5:30 p.m.
Please direct your questions to Ms. Arismendez at the number above.



The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

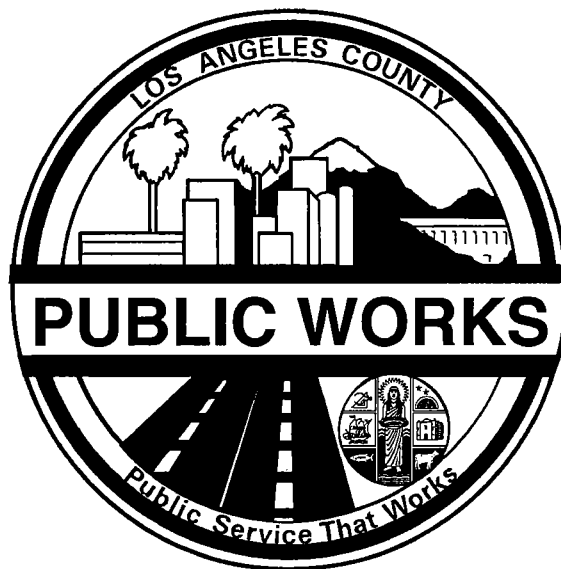
A handwritten signature in black ink that reads "Thomas W. Hoagland". The signature is written in a cursive, flowing style.

THOMAS W. HOAGLAND
Deputy Director

LC
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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
SERVICE AND MAINTENANCE OF SUPERVISORY
CONTROL AND DATA ACQUISITION (SCADA)
SYSTEM (2008-IT026)



Approved May 19, 2008
Dean D. Efstathiou
Acting Director of Public Works

By: Thomas W. Hoagland
Deputy Director

REQUEST FOR PROPOSALS
FOR
SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA
ACQUISITION (SCADA) SYSTEM (2008-IT026)

TABLE OF CONTENTS

PART I

SECTION 1 – INTRODUCTION

- A. Overview
- B. Mandatory Proposers' Conference
- C. Minimum Mandatory Requirements
- D. Contract Analyst
- E. Proposal Requirements and Contract Specifications
- F. Interpretation of Request for Proposals
- G. Vendor Registration
- H. Child Support Compliance Program
- I. County Rights and Responsibilities
- J. Gain and Grow Programs
- K. Indemnification and Insurance
- L. Injury and Illness Prevention Program
- M. Jury Service Program
- N. Local Small Business Enterprise Preference Program
- O. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company
- P. Prompt Payment Program
- Q. Proposer's Charitable Contributions Compliance
- R. Transitional Job Opportunities Preference Program

SECTION 2 – PROPOSAL PREPARATION AND SUBMISSION

- A. Proposal Format and Content Requirements
- B. Proposal Submission

SECTION 3 – GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

- A. Acceptance or Rejection of Proposals
- B. Altering Solicitation Document
- C. County Responsibility
- D. Determination of Proposer Responsibility
- E. Disqualification of Proposers
- F. Gratuities
- G. Knowledge of Work to be Done

- H. Notice to Proposers Regarding the Public Records Act
- I. Notice to Proposers Regarding the County Lobbyist Ordinance
- J. Opening of Proposals
- K. Proposer Debarment
- L. Propoosal Prices and Agreement of Figures
- M. Proposer's Safety Record
- N. Qualification of Proposer
- O. Qualifications of Subcontractors
- P. Safely Surrendered Baby Law
- Q. Term of Proposals
- R. Truth and Accuracy of Representations
- S. Wages, Materials, and Other Costs
- T. Withdrawal of Proposals

SECTION 4 – EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

- A. Final Contract Award by Board
- B. Evaluation of Proposals
- C. Initial Review
- D. Evaluation Criteria
- E. Negotiation
- F. Award of Contract

SECTION 5 – PROTEST POLICY

- A. Protest Process
- B. Grounds for Review
- C. Solicitation Requirements Review
- D. Place to Submit Requests for Review
- E. Disqualification Review
- F. Proposed Contractor Selection Review
- G. County Review Panel Process

FORMS

- PW-1 Verification of Proposal
- PW-2 Schedule of Prices
- PW-3 County of Los Angeles Contractor Employee Jury Service Program
Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-6 Proposer's Reference List
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-8 List of Subcontractors
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program
Consideration and CBE Firm/Organization Information Form

- PW-10 GAIN and GROW Employment Commitment
- PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review
- PW-12 Charitable Contributions Certification
- PW-13 Transitional Job Opportunities Preference Application
- PW-14 Statement of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments

ATTACHMENTS

- 1. County of Los Angeles Policy on Doing Business with Small Business
- 2. Debarred Vendors Report
- 3. County of Los Angeles Lobbyist Ordinance

PART II

SAMPLE AGREEMENT FOR SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)

EXHIBITS

- A. Statement of Work
- B. Additional Terms and Conditions
- C. Schedule of Deliverables and Payments
- D. Maintenance and Support
- E. Task/Deliverable Acceptance Certificate
- F. Contractors Employee Acknowledgement, Confidentiality, and Assignment of Rights
- G. Preapproved Contractor
- H. Sample Subcontract
- I. Description of Software
- J. Letter of Credit
- K. Third Party Software
- L. Los Angeles County Waterworks Districts Map
- M. RTU Informational Brochure
- N. RTU Location Maps

O. Internal Revenue Service Notice 1015

P. Safely Surrendered Baby Law Posters

93

Q. Contractor's Proposal

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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Overview

The County of Los Angeles ("County"), by and through its Department of Public Works ("Public Works"), is issuing this Request for Proposals ("RFP") to identify a qualified contractor to provide as-needed software maintenance, installation, and repair services for the Los Angeles County Waterworks Districts (Districts) Supervisory Control and Data Acquisition ("SCADA") System. The SCADA System (also referred to as a "Motorola SCADA" or "MOSCAD" System) is composed primarily of Motorola hardware and utilizes Wonderware InTouch software. The services will also include programming, configuring, and troubleshooting the SCADA System to incorporate new sites, correct software programming glitches, and implement programming changes to existing sites. Modifications of existing conditions may include: (i) adding time-of-use features, additional input/output points, and trending on signals where it was not previously provided; (ii) implementing screen changes; (iii) adding control screens; and (iv) programming new wells or booster pumps at existing facilities to meet the needs and objectives of Public Works' in a uniform and consistent manner. Any hardware replacement or upgrades necessary as part of these services will be provided by the Districts.

B. Mandatory Proposers' Conference

Each Proposer or authorized representative must attend **the mandatory Proposers' Conference and Walk-throughs to be held at the place, date, and time announced in the Notice of Request for Proposals.** Proposals received from Proposers not signed in as attending the Proposers' Conference and Walk-throughs will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions at the Proposers' Conference concerning the RFP contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in Public Works not receiving the best possible responses from Proposers. In its discretion, Public Works may respond to such questions either in writing or orally, or both, or may decline to respond. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this RFP through a written addendum to this RFP, which will be issued to all Proposers who attended the Proposer's Conference.

C. Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Exhibit A (Statement of Work) of this RFP are invited to submit a proposal, provided they meet the following requirement(s):

1. One or more of the Proposer's personnel assigned to the project must have at least five (5) years experience in the programming, troubleshooting, and installation of Motorola MOSCAD hardware and Wonderware software.
2. The System Integrator, whom will be directly working with the InTouch program, developed by Wonderware must be certified by Wonderware Corporation as a Wonderware System Integrator.

D. Contract Analyst

All communication with County regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Jeanette Arismendez
P.O. Box 1460
Alhambra, California 91802-1460

E-mail: jarismen@dpw.lacounty.gov
Telephone: (626) 458-4050
Facsimile: (626) 458-4194

If it is discovered that a Proposer contacted and received material information regarding this RFP from any County personnel other than the contract analyst named in the Notice of Request for Proposals and above, the County, in its sole discretion, may disqualify its proposal from further consideration.

E. Proposal Requirements and Contract Specifications

1. Proposers who wish to contract with the County may respond to this RFP by submitting a proposal in the form described in the following sections and attachments. Proposers are instructed to carefully read the terms, requirements, specifications, and conditions of, and the attachments and exhibits to, this RFP.
2. Requirements for proposals are explained in Part I of this RFP.
3. The Contract Specifications are fully described in Part II (Sample Agreement) of this RFP and Exhibit A (Statement of Work), and Exhibit B

(Additional Terms and Conditions) thereto. Proposers are also requested to review Attachment 1 (Policy on Doing Business with Small Business), Attachment 2 (Debarred Vendors Report), and Attachment 3 (County of Los Angeles Lobbyist Ordinance) to this RFP.

4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

F. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II (Sample Agreement) of this RFP and Exhibit B (Additional Terms and Conditions) thereto also apply to the interpretation of this RFP.

G. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

H. Child Support Compliance Program

Proposers shall (i) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees , (ii) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and (iii) continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract and/or initiation of debarment proceedings against a noncompliant contractor (County Code Chapter 2.202).

I. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the proposal submission deadline. The County is responsible only for that which is expressly stated in this RFP and any authorized written addenda. Each addendum to this RFP shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum require additional information not previously requested under this RFP, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

J. GAIN and GROW Programs

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN and GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall certify compliance on Form PW-10 (GAIN and GROW Employment Commitment) to this RFP.

K. Indemnification and Insurance

The successful Proposer will be required to comply with the indemnification provisions contained in Section 13 (Indemnification and Insurance) of Exhibit B (Additional Terms and Conditions). The successful Proposer will be required to procure, maintain, and provide the County with proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed contract, without interruption or break in coverage.

L. Injury and Illness Prevention Program

The successful Propopser will be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

M. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Section 31 (Compliance with Jury Service Program) of Exhibit B (Additional Terms and Conditions). The Jury Service Program applies to both County contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors to 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. The 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the contractor 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 contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service 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 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. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed 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 contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a contractor 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 contractor must so indicate in Form PW-3 (Contractor Employee Jury Service Program Application for Exception and Certification Form) 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 contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

N. Local Small Business Enterprise ("SBE") Preference Program

1. The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as a business (i) certified by the State of California as a small business, and (ii) which has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the preceding requirements prior to requesting the Local SBE Preference in a solicitation.
2. To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/contract/sbemain.html>

3. Proposers who are Certified Local SBEs must request the Local SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Such Proposers must attach their Local SBE Certification Letter to a completed Form PW-9 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) with their proposals. Sanctions and financial penalties may apply to a Proposers that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a Certified Local SBE.
4. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

O. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1 (Verification of Proposal). The proposed contract will only be awarded to the entity that submitted the proposal. Any acquisitions and mergers will be handled pursuant to Section 37 (Assignment and Delegation) of Exhibit B (Additional Terms and Conditions) and evaluated in accordance with the Board's policy regarding contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.

P. Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed invoice.

Q. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12 (Charitable Contributions Certification). A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

R. Transitional Job Opportunities Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with

Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c)(3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their proposal response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses on Form PW-13 (Transitional Job Opportunities Preference Application and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be presented in the sequence, with the content, and tabbed in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the proposal as nonresponsive:

1. Title Page

The Title page shall show the Proposer's name, project title, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the proposal.

3. Letter of Transmittal

The Letter of Transmittal shall be signed by a person legally authorized to enter into the Contract for the Proposer. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent Statement, which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most

recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent Statement, which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. References

Form PW-6 (Proposer's Reference List) must be included and will be used to evaluate this category as described in Part I, Section 4.D (Evaluation Criteria) of Part I of this RFP.

6. Experience

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas:

- Background;
- Organization (provide a chart or outline of the firm's organizational structure);
- Specific information regarding length and quality of experience providing services of the type described in these Specifications. **(Part I, Section 4.D, Evaluation Criteria of this RFP)**. Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors; and
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.C, (Minimum Mandatory Requirements) of Part I of this RFP.

7. Work Plan

Proposer's work plan shall describe/include schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A (Statement of Work). These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

8. Staffing Plan

Proposer's staffing plan shall describe/include the proposed personnel that will be employed in meeting the objectives outlined in Exhibit A (Statement of Work). The staffing plan must provide for at least one certified system

integrator as specified in Section 4.D.7 of Part I of this RFP. The staffing plan should include names of individuals designated for critical positions and their resumes should be submitted.

9. Subcontractor

If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

10. Financial Stability

Submit copies of the proposing entity's audited financial statements prepared and certified by an independent Certified Public Accountant (CPA) for the most current three full fiscal years. All the financial statements submitted shall be prepared in accordance with General Accepted Accounting Principles ("GAAP"). At a minimum, statements must include a statement of financial position (balance sheet), a statement of operations (income statement), and a statement of cash flow. All pertinent schedules and footnotes, if applicable, should be provided for evaluation. Income tax returns, personal financial records, or any other self-reported information are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.H, Notice to Proposers Regarding the Public Records Act.

If audited statements are available, these shall be submitted. If audited financial statements are not available, the proposer may submit one or more of the following items to demonstrate financial resources and stability:

- A written statement signed by an authorized agent of a California-admitted surety with an A.M. Best Rating of not less than A:VII establishing that the surety is presently willing to issue a performance bond of 100 percent of the annual contract amount on behalf of the Proposer;
- A written statement that the Proposer is presently able to secure a letter of credit of 100 percent of the annual contract amount. The statement must be issued by a financial institution with the following minimum ratings:

Moody's	A2 or better LT Issuer Credit and B or better for Bank Financial Strength
Standard and Poor's	A or better for LT Issuer Credit
Bauer Financial	4 Stars or better
TheStreet.com Ratings	B or better

- Additional business history, and/or other information to demonstrate financial resources and stability, verified by an independent, reliable third party such as a CPA, a credit agency, or a financial institution, or by means of reliable audit reports from other governmental agencies, etc. However, such additional history and/or information will not be scored in Proposal evaluation, and will be reviewed solely to establish that the Proposer possesses sufficient financial qualifications to be considered for award of a contract.

11. Licenses and Certifications

Submit copies of the Proposer's, employees', and/or subcontractors' licenses and certifications required to perform the work, if any.

The Wonderware System Integrator Certification is issued by Wonderware Corporation and must be submitted with the proposal.

12. Insurance

Submit proof of current, valid insurance coverage that meets the requirements of this RFP or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the proposed contract.

13. Proposer's Forms List

Complete and submit the following forms which are included in the RFP package:

- | | |
|------|--|
| PW-1 | Verification of Proposal; |
| PW-2 | Schedule of Prices; |
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form; |
| PW-4 | Contractor's Industrial Safety Record; |
| PW-5 | Conflict of Interest Certification; |
| PW-6 | Proposer's Reference List; |
| PW-7 | Proposer's Equal Employment Opportunity Certification; |
| PW-8 | List of Subcontractors; |

- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- PW-10 GAIN and GROW Employment Commitment;
- PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible before the proposal submission to the listed Contract Analyst);
- PW-12 Charitable Contributions Certifications;
- PW-13 Transitional Job Opportunities Preference Application;
- PW-14 Statement of Terminated Contracts; and
- PW-15 Proposer's Pending Litigations and Judgments.

(Any unauthorized change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's proposal to disqualification, at the sole discretion of the County.)

14. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-7 Proposer's Equal Employment Opportunity Certification;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN and GROW Employment Commitment Form; and
- PW-12 Charitable Contributions Certifications.

15. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the proposal labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

1. Proposals shall be submitted with four complete sets (one original and three copies) of the proposal and any related information. Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.
2. Submit proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works's mail system, resulting in untimely delivery to the Cashier and possible failure to meet the proposal submission deadline. Delayed and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District of the County.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all proposals that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the proposal may be rejected as unauthorized and nonresponsive.

No proposal will be considered unless the Proposer submits a proposal for all requested items. If the solicitation document requests multiple quotations, no proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their proposal irregular and may cause its rejection as nonresponsive.

C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed contract unless such understanding or representation is included in the proposed contract.

D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible Proposers and contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether a Proposer is responsible based on a review of the Proposer's performance on any contracts, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the

Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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 highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposers on County contracts.

E. Disqualification of Proposers

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any proposer has an interest in more than one proposal for the work contemplated may cause the rejection of all proposals in which such proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall 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 proposed contract.
2. A proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a proposal, a Proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of its Proposal as to its ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a contract, no claim will be made against the County based on this RFP, including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, by submitting a proposal, the Proposer shall be deemed to have carefully examined the location(s) of the proposed work and be familiar with all of the physical and climatic conditions, and makes this proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their proposal in accordance therewith. If the Proposer's proposal is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, (Schedule of Prices) to this RFP, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2 (Schedule of Prices) and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Proposers Regarding the Public Records Act

1. All responses to this RFP shall become the exclusive property of the County. At such time as County recommends the award of the contract to the Board and such recommendation appears on the Board's agenda, all proposals submitted in response to this RFP may become a matter of public record with the exception of those parts of each proposal which are appropriately defined by the proposer as business or trade secrets, and plainly marked as "trade secret," "confidential," or "proprietary.". The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. The Proposer must specifically label only those provisions of the proposal which are actually trade secrets, confidential, or proprietary in nature. **A blanket statement of confidentiality or the marking of each page of the proposal as "trade secret," "confidential," or "proprietary" shall not be permitted, and any such designation will be disregarded.**
2. In the event 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 proposal marked "trade secret," "confidential," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the proposal submission is its certification that it is in full compliance with Los Angeles County Code Chapter 2.160. See Attachment 3 to this RFP regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County 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.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five 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 Proposer 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.

6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. 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 shall 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.
8. These terms shall also apply to proposed subcontractors of Proposer on County contracts.
9. Attachment 2 is a listing of contractors currently debarred.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their proposal, on Form PW-4 (Contractor's Industrial Safety Record) to this RFP. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer 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 be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the proposal on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on Form PW-8 (List of Subcontractors) to this RFP. The use of subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit P to Part II (Sample Agreement) of this RFP and is also available on the Internet at www.babysafela.org for printing purposes.

Q. Term of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of proposals.

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for the rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

S. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

T. Withdrawal of Proposals

Proposers may withdraw their proposal anytime before the date and hour set for submission set forth in the Notice for Request for Proposals upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the proposal.

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Final Contract Award by Board

Notwithstanding a recommendation by Public Works and/or the Chief Executive Office, the Board retains the right to exercise its judgment concerning the selection of a proposal, the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations

B. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon evaluation of proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a contract to one or more of those submitting proposals. The proposed Contract may be submitted to the Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.
3. The County reserves the sole right to judge the Proposer's written and oral representations.
4. The County may make on-site inspections of Proposer's current jobs.
5. The County, in its sole discretions, may elect to waive any informality in a proposal if the sum and substance of the proposal is present.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

C. Initial Review

Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer shows an ability to meet insurance requirements outlined in Section 13 (Indemnification and Insurance) of Exhibit B (Additional Terms and Conditions) to Part II of this RFP.
2. Proposer and any subcontractors have met the GAIN and GROW Programs requirements set forth on Form PW-10 (GAIN and GROW Employment Commitment Form) to this RFP.

3. Proposer and any subcontractors have completed and submitted Form PW-12 (Charitable Contributions Certification) to this RFP.
4. Proposer and any subcontractors have completed and submitted Form PW-3 (Jury Service Program Application for Exception and Certification) to this RFP stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.
5. Proposer and subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2 (Schedule of Prices) to this RFP.
6. Proposer's System Integrator is Wonderware certified.

Proposers who do not possess and/or have listed subcontractors who do not possess the required certifications at the proposal deadline date will be disqualified as nonresponsive.

7. Proposer's personnel must have at least five (5) years experience in the programming, troubleshooting, and installation of Motorola MOSCAD hardware and Wonderware software.
8. Proposer is signed in as attending the Proposers' Conference and Walk-throughs.
9. Proposal was time stamped by the Cashier prior to the deadline for submission of the proposal.

D. Evaluation Criteria

An evaluation committee selected by Public Works will evaluate proposals passing the Initial Review. All proposals will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

1. Proposed Price (40 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the Transitional Job Opportunities Preference or the Local Small Business Preference or both, as applicable.

- Transitional Job Opportunities Preference. Should one or more of the Proposers qualify for the Transitional Job Opportunities Preference (Form PW-13 to this RFP), the price component points will be adjusted prior to scoring as follows: Five percent of the lowest price proposed will be calculated, and that amount will be deducted from

the prices submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Proposer's payment, which will be based on the Proposer's bid amount.

- Local Small Business Enterprise (SBE) Preference. Should one or more of the Proposers qualify for the Local SBE Preference (Form PW-9 to this RFP), the price component points will be adjusted prior to scoring as follows: Five percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2 to this RFP) will receive the full weight of this evaluated item (40 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (40 points). The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

2. References (10 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to County departments. Proposer may receive up to a maximum of 10/3 points for each responding reference up to a total of three responding references. Proposer's references for all contracts with the County during the previous three years must be listed on Form PW-6 (Proposer's Reference List) to this RFP. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. In addition to the references provided, the review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts, and an evaluation of any terminated contract(s) reported on Form PW-14 (Proposer's List of Terminated Contracts) to this RFP. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or if any other significant unacceptable weakness in references exists, Proposer may be given a low or zero score. Additionally, a Proposer's unacceptable performance on another County contract(s), as documented by either the County's Quality Assurance Plan's annual contractor evaluation or by an unfavorable reference, may result in a low or zero score for this evaluation

category. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (10 points)

One or more of the Proposer's personnel must have at least five (5) years experience of programming, troubleshooting, and installation of Motorola MOSCAD hardware and Wonderware software to perform assigned duties.

The evaluators may award a maximum of 10 points for the quality and quantity of experience of the Proposer, its key personnel, and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Section 2.A.5 of Part I of this RFP), and any other relevant information. The evaluators may consider the safety record of the Proposer and any subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the proposal as nonresponsive.

4. Work Plan (15 points)

Scoring of the Proposer's detailed Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements as set forth in Exhibit A (Statement of Work); demonstrates creativity and innovation that exceed the minimum requirements of the Statement of Work to Public Works; and exceeds a workmanlike level of quality in the service and work product produced. The evaluation committee may make this determination from all relevant information presented or obtained, which may include, but is not limited to, Proposer's written Work Plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A (Statement of Work). These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the proposal as nonresponsive.

5. Financial Stability (10 Points)

The Proposal may be submitted to Public Works financial staff for comments and/or evaluation to assist the evaluators. The Proposer's audited financial statements, annual reports, ability to secure a performance bond or a letter of credit of 100 percent of the annual contract amount will be evaluated and scored on the extent to which they demonstrate that the Proposer has financial and business stability and can perform the work throughout the term of the proposed contract. Audited financial statements or annual reports that are incomplete may be given a low or zero score and unaudited financial statements (compiled, reviewed, or self-prepared) will not be scored.

Significant unacceptable weakness in the Proposer's Financial Viability or lack of it in the Proposal may result in a low or zero score. Public Works reserves the right to review Proposer's active and expired contracts awarded by the County, additional business history and/or other information to demonstrate financial resources and viability, verified by an independent third party. Although no points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the Proposal as nonresponsive even though the Proposal may have scored a zero in this category.

6. Staffing Plan (15 Points)

The evaluators may award up to a maximum of 15 points based on their evaluation of the adequacy of the Proposer's staffing plan to meet all of the requirements set forth in Exhibit A, Statement of Work. A minimum of one Wonderware Certified System Integrator must be provided. Proposals that provide more than one Certified System Integrator may be given higher scores.

Significant unacceptable weakness the Staffing Plan may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the proposal as nonresponsive.

7. Optional Interview

The County may, at its option, invite one or more Proposers to make a presentation and/or participate in an interview before a final selection is made. Evaluation criteria for presentations and interviews are the same as those for written proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be

considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in Section 4.D (Evaluation Criteria) of Part I of this RFP.

8. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

E. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in Section 4.D (Evaluation Criteria) of Part I of this RFP. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers.

F. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of contracts, the County intends to award a contract to the highest-rated Proposer or Proposers based on the evaluation criteria in Part I, Section 4.D (Evaluation Criteria) of Part I of this RFP, whose proposal(s) provide(s) the most beneficial program and price, with all other factors considered. The County retains the right to select a proposal other than the proposal receiving the highest number of points, if County determines, in its sole discretion, another proposal is overall the most qualified, cost-effective, responsive, responsible, and/or in the best interest of the County. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage, within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

SECTION 5 PROTEST POLICY

A. Protest Process

1. Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. The Proposer challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements;
- Review of a Disqualified Proposal; and
- Review of Public Works' Proposed Contractor Selection.

C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting a completed Form PW-11 (Transmittal Form to Request an RFP Solicitation Requirements Review), along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFP.
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantage the Proposer; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.
5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date.

D. Place to Submit Requests for Review

All Requests for a Solicitation Requirements Review should be submitted to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Jeanette Aismendez
900 South Fremont Avenue
Alhambra, CA 91803
Facsimile: (626) 458-4194

E. Disqualification Review

1. A proposal may be disqualified from consideration because Public Works determined it was a nonresponsive proposal at any time during the evaluation process. If Public Works determines that a proposal is disqualified due to nonresponsiveness, Public Works will notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
3. A Disqualification Review shall only be granted under the following circumstances:
 - a. The firm/person requesting a Disqualification Review is a Proposer;
 - b. The request for a Disqualification Review is submitted timely; and
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

F. Proposed Contractor Selection Review

1. Debriefing Process

- a. Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- b. The purpose of the debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.
- c. If the Proposer is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

- a. The Proposer may submit a written request for a Proposed Contractor Selection Review if it asserts that its proposal should have been determined to be the highest-scored proposal but was not because of one of the following reasons:
 - i. Public Works materially failed to follow procedures specified in the RFP. This includes:
 - (1) Failure to correctly apply the standards for reviewing the proposal format requirements.
 - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the proposals specified in the RFP.
 - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFP.

- ii. Public Works made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
 - iv. Another basis for review as provided by State or Federal law.
- b. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

G. County Review Panel Process

1. If the Proposer is not in agreement with the results of Public Works' Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.
2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN/GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	STATEMENT OF TERMINATED CONTRACTS; AND
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: , 2008		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)			
DECLARANT INFORMATION			
3. NAME OF DECLARANT:			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS:			
PROPOSER INFORMATION			
6. Proposer's full legal name:			Telephone No.:
Address:			Fax No.:
e-mail:	County WebVen No.:	IRS No.:	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____.	
Name(s): _____		Year of name change: _____.	
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:	<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;		
	<input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent:			Date:
Type name and title:			

SCHEDULE OF PRICES
FOR

LOS ANGELES COUNTY WATERWORKS DISTRICTS
SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM
(2008-IT026)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

A. CORRECTIVE MAINTENANCE: (Task 1)			
TASK 1- CORRECTIVE MAINTENANCE	ESTIMATED NUMBER OF HOURS ANNUALLY	HOURLY RATE	PROPOSED PRICE (ESTIMATED NUMBER OF HRS X HOURLY RATE)
Priority Level 1 -- On-site	25	\$	\$
Priority Level 1 -- Remote	25	\$	\$
Priority Level 2 -- On-site	25	\$	\$
Priority Level 2 -- Remote	25	\$	\$
Priority Level 3 -- On-site	75	\$	\$
Priority Level 3 -- Remote	75	\$	\$
Priority Level 4 -- On-site	125	\$	\$
Priority Level 4 -- Remote	125	\$	\$
TOTAL PROPOSED ANNUAL PRICE FOR TASK 1 (ITEM A)			\$

B. REQUIRED TASKS/DELIVERABLES

ITEM DESCRIPTION	UNIT	RATE/UNIT	QUANTITY	PROPOSED PRICE
Task 2 – Software Upgrade and Configuration	lump sum	\$	1	\$
Task 4 – System Reliability Assessment	lump sum	\$	1	\$
TOTAL PROPOSED ANNUAL PRICE FOR ITEM B (Tasks 2 and 4)				\$

C. SYSTEM EXPANSION: (Task 3)

TASK 3- SYSTEM EXPANSION	ESTIMATED NUMBER OF HOURS ANNUALLY	HOURLY RATE	PROPOSED PRICE (ESTIMATED NUMBER OF HRS X HOURLY RATE)
Task 3 (a) – System Expansion; System Hardware Programming and supporting documentation	50	\$	\$
Task 3 (b) – System Expansion; Configuration of new or existing operator Interface screens	50	\$	\$
TOTAL PROPOSED ANNUAL PRICE FOR ITEM C (Task 3)			\$
TOTAL PROPOSED ANNUAL PRICE (Total of Items A + B + C)			\$

LEGAL NAME OF PROPOSER

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL

TITLE OF AUTHORIZED PERSON

DATE

STATE CONTRACTOR'S LICENSE NUMBER

LICENSE TYPE

PROPOSER'S ADDRESS:

PHONE

FAX

E-MAIL

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
SERVICE BY PROPOSER: SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)
PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) Signature Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

 of _____
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

**PROPOSED CONTRACT FOR: SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA
ACQUISITION (SCADA) SYSTEM (2008-IT026)**

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative

Signature

Date

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. (Attach copy of Local SBE certification.)
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() ()

Signature

Date

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- ☐ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

☐ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer's Name: _____

- ☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ Date: _____



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

Vendor Name: ADVANCED BUILDING MAINTENANCE
Alias:
Debarment Start Date: 6/14/2005 **Debarment End Date:** 6/13/2008
Principal Owners and/or Affiliates: Michael Sullivan / Erlinda Sullivan

Vendor Name: G COAST CONSTRUCTION INC.
Alias:
Debarment Start Date: 9/11/2007 **Debarment End Date:** 9/10/2012
Principal Owners and/or Affiliates: Ezra Levi

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi

Vendor Name: MTS Advanced Corp.
Alias:
Debarment Start Date: 2/8/2005 **Debarment End Date:** 2/7/2008
Principal Owners and/or Affiliates: Emir Khan / Zulaine Hernandez

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises.** Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

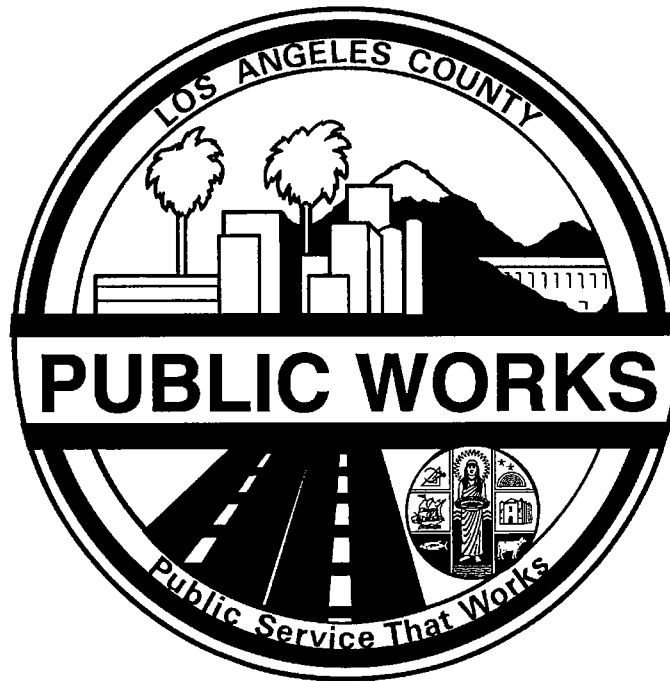
A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL
AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)

TABLE OF CONTENTS

SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)

1.	AGREEMENT AND INTERPRETATION.....	1
1.1	Agreement	1
1.2	Interpretation.....	2
1.3	Additional Terms and Conditions	3
1.4	Construction.....	3
2.	DEFINITIONS.....	7
3.	WORK; APPROVAL AND ACCEPTANCE..	8
4.	CHANGE NOTICES AND AMENDMENTS	8
4.1	General	9
4.2	Change Order	10
4.3	Duration of Contractor's Change Order Price Quotation.....	10
4.4	Change Order Dispute Resolution	10
4.5	Change Order Audit.....	11
5.	TERM	11
6.	PRICES AND FEES.	11
6.1	General	11
6.2	Maximum Contract Sum	11
6.3	Delivery of System Software; Taxes.	11
7.	COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.....	12
8.	INVOICES AND PAYMENTS.	12
8.1	Approval of Invoices.....	12
8.2	Submission of Invoices	12
8.3	Detail.....	13
8.4	No Partial or Progress Payments.....	14
8.5	Invoice Discrepancy Report.....	14
8.6	County's Right to Withhold.....	14
8.7	Credits to County.	14
9.	REPRESENTATIONS AND WARRANTIES.	16

10.	WARRANTY.....	16
10.1	Correction of Deficiencies	16
10.2	Updates	16
11.	PRODUCTION USE OF THE SYSTEM	16
12.	NOTICES.....	17
13.	ARM'S LENGTH NEGOTIATIONS	18
14.	SURVIVAL.....	18

EXHIBITS

EXHIBIT A –	STATEMENT OF WORK
EXHIBIT B –	ADDITIONAL TERMS AND CONDITIONS
EXHIBIT C –	SCHEDULE OF DELIVERABLES AND PAYMENTS
EXHIBIT D–	MAINTENANCE AND SUPPORT
EXHIBIT E –	TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
EXHIBIT F –	CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS
EXHIBIT G –	PREAPPROVED CONTRACTOR
EXHIBIT H –	SAMPLE SUBCONTRACT
EXHIBIT I –	DESCRIPTION OF SOFTWARE
EXHIBIT J –	LETTER OF CREDIT
EXHIBIT K –	THIRD PARTY SOFTWARE
EXHIBIT L –	LOS ANGELES COUNTY WATERWORKS DISTRICTS MAP
EXHIBIT M –	RTU INFORMATIONAL BROCHURE
EXHIBIT N –	RTU LOCATION MAPS
EXHIBIT O –	INTERNAL REVENUE SERVICE NOTICE 1015
EXHIBIT P –	SAFELY SURRENDER BABY LAW POSTERS
EXHIBIT Q –	CONTRACTORS PROPOSAL

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[SAMPLE]
AGREEMENT FOR SERVICE AND MAINTENANCE OF
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM
(2008-IT026)

THIS AGREEMENT is made and entered into on _____, 2008, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic ("County"), and [Name of Contractor], a [Form of Entity] ("Contractor").

RECITALS

WHEREAS, County, by and through its Department of Public Works ("Department"), desires to employ a contractor to provide as-needed software maintenance, installation, and repair services (the "Services") on the supervisory control and data acquisition ("SCADA") System for the Los Angeles County Waterworks Districts ("Districts");

WHEREAS, County has determined that County personnel are not available to provide the Services;

WHEREAS, California Government Code Section 31000 permits the County Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, in response to County's Request for Proposals issued with respect to the Services for the SCADA System, Contractor has submitted its proposal to County and desires and is prepared to provide the Services to County for the SCADA System;

WHEREAS, Contractor possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide Services with respect to all components of the SCADA System;

WHEREAS, Contractor is willing to accept responsibility for performing the Services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an Agreement for the Services for the SCADA System.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through Q and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and

Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- 1.2.1 Exhibit A – Statement of Work
- 1.2.2 Exhibit B – Additional Terms and Conditions
- 1.2.3 Exhibit C – Schedule of Deliverables and Payments
- 1.2.4 Exhibit D – Maintenance and Support
- 1.2.5 Exhibit E – Task/Deliverable Acceptance Certificate
- 1.2.6 Exhibit F – Contractors Employee Acknowledgement, Confidentiality & Assignment of Rights
- 1.2.7 Exhibit G – Preapproved Contractor
- 1.2.8 Exhibit H – Sample Subcontract
- 1.2.9 Exhibit I – Description of Software
- 1.2.10 Exhibit J – Letter of Credit
- 1.2.11 Exhibit K – Third Party Software
- 1.2.12 Exhibit L – Los Angeles County Waterworks Districts Map
- 1.2.13 Exhibit M – RTU Informational Brochure
- 1.2.14 Exhibit N – RTU Location Maps
- 1.2.15 Exhibit O – Internal Revenue Service Notice 1015
- 1.2.16 Exhibit P – Safely Surrendered Baby Law Posters
- 1.2.17 Exhibit Q – Contractors' Proposal

- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit B (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein," "hereof," and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Additional Services" has the meaning set forth in Paragraph 9 (Additional Services) of Exhibit A (Statement of Work).
- 2.2 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.3 "Baseline Software" means the Contractor's proprietary software program, as described in Exhibit I (Description of Software). The Baseline Software is licensed by County pursuant to this Agreement, and is and becomes a component of the System Software.
- 2.4 "Board" means the Los Angeles County Board of Supervisors.
- 2.5 "Business Hours" Public Works Headquarters office is on a 4/40 work schedule, from Monday through Thursday, 6:45 a.m. to 5:30 p.m. Public Works field offices are on a 9/80 work schedule, from Monday through Friday, 8 a.m. to 5:30 p.m.
- 2.6 "Contract" Where used, has the same meaning as Agreement (Definition 2.2)
- 2.7 "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.
- 2.8 "Confidential Information" has the meaning set forth in Paragraph 3.1 of Exhibit B (Additional Terms and Conditions).
- 2.9 "Contractor Key Personnel" has the meaning set forth in Paragraph 3.3.3 of Exhibit A (Statement of Work).

- 2.10 "Contractor Project Director" has the meaning set forth in Paragraph 3.1 (Contractor Project Director) of Exhibit A (Statement of Work).
- 2.11 "Contractor Project Manager" has the meaning set forth in Paragraph 3.3 (Contractor Project Manager) of Exhibit A (Statement of Work).
- 2.12 "Contractor Technical Staff" has the meaning set forth in Paragraph 3.3.3 of Exhibit A (Statement of Work).
- 2.13 "Corrective Maintenance" has the meaning set forth in Paragraph 7.2 of Exhibit A (Statement of Work).
- 2.14 "CSSD" has the meaning set forth in Paragraph 29.2 of Exhibit B (Additional Terms and Conditions).
- 2.15 "County" has the meaning set forth in the Recitals.
- 2.16 "County Indemnities" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit B (Additional Terms and Conditions).
- 2.17 "Customizations" means: the customizations developed by or on behalf of Contractor for the benefit of County. Such Customizations are and become a component of the System Software.
- 2.18 "County Project Director" has the meaning set forth in Paragraph 2.1 (County Project Director) of Exhibit A (Statement of Work).
- 2.19 "County Project Manager" has the meaning set forth in Paragraph 2.2 (County Project Manager) of Exhibit A (Statement of Work).
- 2.20 "Custom Programming Modifications" has the meaning set forth in Paragraph 9.1 of Exhibit A (Statement of Work).
- 2.21 "Deficiency" has the meaning set forth in Paragraph 7.1 (Deficiencies) of Exhibit A (Statement of Work).
- 2.22 "Deliverable" means an item identified as a numbered Deliverable in Exhibit A (Statement of Work), as well as the Specifications for any System Hardware, System Software or other materials to be purchased directly by County and not by Contractor.
- 2.23 "Department" has the meaning set forth in the Recitals.
- 2.24 "Deputy Director" means a Deputy Director of the Los Angeles County Department of Public Works.

- 2.25 "Director" means the Director of the Los Angeles County Department of Public Works or his designee.
- 2.26 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2 (Dispute Resolution Procedure) of Exhibit B (Additional Terms and Conditions).
- 2.27 "Disabling Device" has the meaning set forth in Paragraph 12.7 of Exhibit B (Additional Terms and Conditions).
- 2.28 "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the SCADA System, including the System Software.
- 2.29 "Effective Date" means the date the Agreement is executed by all parties and approved by the Board.
- 2.30 "Hourly Labor Rate" means a fully burdened hourly rate, which includes a blended and allocated average of direct and indirect costs, overhead, administrative expenses, and any other incidental expenses attributable to each personnel hour worked.
- 2.31 "Infringement Claim" or "Infringement Claims" has the meaning set forth in Paragraph 14.1 of Exhibit B (Additional Terms and Conditions).
- 2.32 "Initial Term" has the meaning set forth in Paragraph 5 (Term).
- 2.33 "Interfaces" means the software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules which are (a) required to be provided by Contractor as Work under the Statement of Work, or (b) requested by County to be provided by Contractor as Additional Services pursuant to Paragraph 9 (Additional Services) of Exhibit A (Statement of Work), in each case, which Interfaces are and become a component of the System Software.
- 2.34 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 8.5 (Invoice Discrepancy Report).
- 2.35 "Jury Service Program" has the meaning set forth in Paragraph 31 (Jury Service Program) of Exhibit B (Additional Terms and Conditions).
- 2.36 "License" has the meaning set forth in Paragraph 11.2 (License).
- 2.37 "Maximum Contract Sum" has the meaning set forth in Paragraph 6.2 (Maximum Contract Sum).

- 2.38 "Natural Degeneration" has the meaning set forth in Paragraph 12.1 (Self-Escrow).
- 2.39 "Option Term" has the meaning set forth in Paragraph 5 (Term).
- 2.40 "Preapproved Subcontractor" has the meaning set forth in Paragraph 1.2 (Procedure for Subcontracting) of Exhibit B (Additional Terms and Conditions).
- 2.41 "Project Status Reports" has the meaning set forth in Paragraph 3.4 (Status Reports by Contractor) of Exhibit A (Statement of Work).
- 2.42 "Service Order" means a written request issued by the Districts to the Contractor setting forth information including: 1) the date and time of the request; 2) the individual or department making the request; 3) the individual or department which will approve the request; 4) the priority level of the request; and 5) a description of the problem and site location thereof.
- 2.43 "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created and that enable creation of such code.
- 2.44 "Specifications" means the specifications for the SCADA System as set forth in this Agreement, the SOW, the Documentation, and any approved Change Order, including Custom Programming Modifications.
- 2.45 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit A (Statement of Work) to this Agreement.
- 2.46 "System Hardware" means any and all hardware that is required for County to enjoy and exercise fully its rights in respect of the SCADA System.
- 2.47 "System Software" means the Baseline Software, and the computer programs, including Third Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Agreement, which includes the application programs, Customizations and Interfaces, and including any and all Updates, Custom Programming Modifications, extensions, and components provided from time to time.
- 2.48 "System Software Source Code" means all the Source Code for the System Software.
- 2.49 "Task/Deliverable Acceptance Certificate" means the certificate attached hereto as Exhibit E (Task/Deliverable Acceptance Certificate) issued by County upon Contractor's satisfactory completion of the applicable Tasks, subtasks, Deliverables, and services in accordance with the requirements, Specifications, and timetables set forth in the Statement of Work.

- 2.50 "Tasks" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 2.51 "Tax" and "Taxes" means governmental fees (including license, filing, and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.52 "Term" has the meaning set forth in Paragraph 5 (Term).
- 2.53 "Third Party Software" has the meaning set forth in Paragraph 13 (Third Party Software).
- 2.54 "Updates" has the meaning set forth in Paragraph 10 (Warranty).
- 2.55 "Work" means any and all Services, Tasks, Subtasks, Deliverables, Custom Programming Modifications, Additional Services and other items, materials and Services performed, or delivered, by or on behalf of Contractor in order to maintain, install and repair the SCADA System including the Work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. WORK; APPROVAL AND ACCEPTANCE

- 3.1 All Tasks, Subtasks, Deliverables, including final Documentation, items, Services, and other Work provided by Contractor, including Additional Services, must be prepared and provided solely as specified under this Agreement and must receive the written approval of County Project Director in order to qualify for payment.
- 3.2 Deliverables (including without limitation those titled "draft" in Exhibit A (Statement of Work) submitted to County for review and approval shall be approved or disapproved as set forth herein. Upon completion of particular Tasks, including all applicable subtasks, Deliverables, Services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit E (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Unless a shorter or longer time period is specified in respect of a particular Task or Deliverable, County Project Director shall endeavor reasonably to approve or disapprove each Task or Deliverables within thirty (30) days of Contractor submitting an applicable Task/Deliverable Acceptance Certificate.

- 3.3 Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to maintain, install and repair the SCADA System. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

4. CHANGE NOTICES AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 4.

- 4.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
- 4.1.1 For any change which does not materially affect the Statement of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director.
 - 4.1.2 Subject to Paragraph 4.1.3, for any (a) Additional Services, or (b) any other change related solely to the Statement of Work, period of performance, or schedule or amount of payments, a Change Order shall be mutually agreed upon and executed by both the Director and Contractor Project Director.
 - 4.1.3 For any change (a) that materially affects any term or condition in this Agreement, or (b) the cost for which would exceed the Maximum Contract Sum, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor, or if delegated by the Board, the Director and Contractor.
 - 4.1.4 Notwithstanding any other provision of this Paragraph or Paragraph 6 (Termination for Convenience; Suspension) of Exhibit B (Additional Terms and Conditions), the Director shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit B (Additional Terms and Conditions)

without further action by the Board, and/or (ii) prepare and sign amendments to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.

- (i) Such notices of partial or total termination or suspension shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) Director shall obtain approval of County Counsel for any notice.
 - (C) Director shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.
- (ii) Such amendments shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Board has appropriated sufficient funds for purposes of such Amendments.
 - (C) Director shall obtain approval of County Counsel for any notice.
- (iii) Director shall file a copy of all amendments with the Executive Office of the Board within fifteen (15) days after execution of each amendment.

4.1.5 Notwithstanding any other provision of this Paragraph 4 (Change Notices and Amendments), to the extent that extensions of time for Contractor performance do not impact either the Statement of Work or cost of this Agreement, County Project Director, in its discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this Agreement provided such extensions shall not extend the Term of this Agreement.

4.2 Change Order. Any "Change Order" proposed or executed by the parties shall include, unless waived in writing by County Project Director:

- 4.2.1 A quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures (including labor expenses calculated using the Hourly Labor Rates for personnel time);
 - 4.2.2 An accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
 - 4.2.3 Contractor staff level recommended for completion of the applicable Work;
 - 4.2.4 Estimated personnel hours for completion of the requested Work;
 - 4.2.5 To the extent Custom Programming Modifications are requested, functional System Software Specifications;
 - 4.2.6 Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
 - 4.2.7 If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (i.e., other than the Work requested under the Change Order); and
 - 4.2.8 A description of and Contractor's cost of any applicable hardware, third party software, or other materials required to complete the requested Work.
- 4.3 Duration of Contractor's Change Order Price Quotation. Contractor's quotations under the proposed Change Order, including the "not to exceed price" under Paragraph 4.2.1, shall be valid for ninety (90) days from the date of its submission.
- 4.4 Change Order Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 4.1 (General) and Paragraph 8 (Invoices and Payments).
- 4.5 Change Order Audit. County is entitled to audit, in accordance with Paragraph 43 (Records and Audits) of Exhibit B (Additional Terms and Conditions), Contractor's compliance with Paragraph 4.2 (Change Order) in respect of Work performed pursuant to a Change Order.

5. TERM

The Term of this Agreement shall be one (1) year commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). County, through action taken by the Board, has the option, upon notice to Contractor no later than fifteen (15) days prior to the end of the then current Term, to extend the Term of this Agreement for four (4) additional one (1) year periods (each an "Option Term"). Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration as provided for in this Paragraph 5 (Term). As used herein, the "Term" shall mean the Initial Term, and if extended, each Option Term, as the case may be.

6. PRICES AND FEES

6.1 General. Attached to this Agreement as Exhibit C (Schedule of Deliverables and Payments) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Effective Date and continuing through the Term.

6.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for all Work, including the System Software under this Agreement for the Term. The Maximum Contract Sum for this Agreement, authorized by County hereunder shall in no event, expressly or by implication, exceed \$_____ (_____ Dollars) and shall be in the amounts set forth in Form PW-2 (Schedule of Prices) allocated as set forth in Exhibit C (Schedule of Deliverables and Payments). Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's responsibility to design, achieve and timely deliver maintenance, installation, and configuration services to the SCADA System .

6.3 Delivery of System Software; Taxes.

6.3.1 Contractor agrees that all System Software and Documentation, including all Updates and Custom Programming Modifications, shall be delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting

the generality of the foregoing, Contractor shall not deliver or provide any System Software, Documentation, or training materials on magnetic, optical, print or other tangible media under this Agreement.

- 6.3.2 County acknowledges that the amounts payable by County to Contractor under this Agreement do not include Taxes for products or services provided by Contractor hereunder. County shall be solely responsible for any Taxes, other than Taxes based on Contractor's income or gross revenue, properly charged or assessed on amounts payable thereunder by County to Contractor, except that Contractor acknowledges that it is responsible for any Tax liability arising as a result of Contractor's breach of any obligations under this Agreement, including this Paragraph 6.3 (Delivery of System Software; Taxes).

7. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit B (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such nonappropriation of funds at the earliest possible date.

8. INVOICES AND PAYMENTS

- 8.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 8.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, and services and other Work which are specified in this Agreement, Exhibit A (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 3 (Work; Approval and Acceptance). Except with regard to Documentation Deliverables which are titled "draft" in Exhibit C (Schedule of Deliverables and Payments), which shall be invoiced as described in Paragraph 8.1 (General), Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. County will endeavor reasonably to process each invoice received from Contractor within thirty (30) days. All

invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

8.3 Detail. Each invoice submitted by Contractor shall include:

- 8.3.1 The Tasks, subtasks, Deliverables, services, or other Work as described in Exhibit A (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any Change Order, as applicable, for which payment is claimed.
- 8.3.2 A copy of all applicable Task/Deliverable Acceptance Certificates.
- 8.3.3 If the invoice is for Additional Services a copy of the applicable Change Order, executed by the applicable representative of County, a copy of the Task/Deliverable Acceptance Certificate evidencing County's approval of such Work, and any additional supporting documentation reasonably requested by County must be submitted.
- 8.3.4 If applicable, the amount due under Task 1 (Corrective Maintenance) of Exhibit A (Statement of Work), which shall be the lesser of: (i) the maximum amount for Task 1 as enumerated in Exhibit C (Schedule of Deliverables and Payments), or (ii) the total cost of Work performed for the invoiced period. The total cost of Work performed shall be calculated by multiplying the amount of hours worked by the applicable Rates set forth in Attachment 2 (Contractor's Applicable Hourly Labor Rates) to Exhibit C (Schedule of Deliverables and Payments).
- 8.3.5 Indication of the maximum amount remaining under Task 1 (Corrective Maintenance) of Exhibit A (Statement of Work), which shall equal: (i) the maximum amount available for Task 1 as enumerated in Exhibit C (Schedule of Deliverables and Payments), less (ii) the cumulative cost accrued for Work performed under Task 1 (Corrective Maintenance) of Exhibit A (Statement of Work) to date.
- 8.3.6 Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the Agreement.
- 8.3.7 Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Paragraph 8.7 (Credits to County).

- 8.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. Except for Deliverables which are titled "draft" in Exhibit C (Schedule of Deliverables and Payments), which shall be invoiced as described in Paragraph 8.2 (Submission of Invoices), no partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work will be made under this Agreement.
- 8.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within fifteen (15) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 8.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.
- 8.7 Credits to County
- 8.7.1 County shall be entitled to credits arising from Contractor's noncompliance with its obligations relating to any of the tasks as indicated in the Statement of Work.
- 8.7.2 Such credits will be calculated according to the following rules:
- (i) Deliverables under Task 1 of Exhibit A (Statement of Work) not properly completed within the time specified according to the Priority Levels in Exhibit A, Section B, Task 1 (Corrective Maintenance) shall entitle County to the following credits:
 - (A) For Priority Level 1, Deliverables not properly completed within one (1) hour from the time the Deliverable is due, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).

- (B) For Priority Level 2, Deliverables not properly completed within one (1) business hour from the time the Deliverable is due, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
 - (C) For Priority Level 3, Deliverables not properly completed within twelve (12) business hours from the time the Deliverable is due, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
 - (D) For Priority Level 4, Deliverables not properly completed within one (1) calendar day of the Deliverable due date, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
- (ii) The credits for Deliverables under Task 1 shall increase upon further delays in completion as follows:
- (A) For Priority Level 1, the credit shall be increased by one percent (1%) of such cost each hour the Deliverable is late beyond the one (1) hour.
 - (B) For Priority Level 2, the credit shall be increased by one percent (1%) of such cost each business hour the Deliverable is late beyond the one (1) hour.
 - (C) For Priority Level 3, the credit shall be increased by one percent (1%) of such cost each hour the Deliverable is late beyond the twelve (12) business hours.
 - (D) For Priority Level 4, the credit shall be increased by one percent (1%) of such cost each hour the Deliverable is late beyond the one (1) calendar day.
- (iii) Deliverables under Tasks 2, 3, and 4 of the Statement of Work not properly completed within thirty (30) working days of the Deliverable due date as specified in Exhibit C (Schedule of Deliverables and Payments), shall entitle County to a credit of five percentage (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).

- (iv) The credit shall be increased by one percent (1%) of such cost each working day the Deliverable is late beyond the thirty (30) working days.

9. REPRESENTATIONS AND WARRANTIES

Contractor hereby represents, warrants and covenants to County that for the Term, the Contractor's Work shall be fully Compatible with and shall fully integrate, perform, and function with the System Hardware and the operating system software and shall otherwise conform to the specifications set forth in Exhibit A (Statement of Work).

10. WARRANTY

10.1 Correction of Deficiencies. Warranty Services shall include, but shall not be limited to, the correction of any and all Deficiencies that occur during the Term of the Agreement. Correction of such Deficiencies shall be at no additional cost to County. If any component of the SCADA System requires maintenance services, the Contractor shall endeavor reasonably to provide such services at County location (which may include the provision of such services remotely by Contractor).

10.2 Updates. Subject to the remainder of this Paragraph 10.2 (Updates), Warranty Services include: (i) any upgrades, updates, enhancements, revisions, new version releases, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, (ii) any testing or modifications as may be necessary to maintain System Software functionality, including as modified by any Updates, with the current version release of operating software and System Hardware that are utilized by County as of the Effective Date, and (iii) any updates or modifications required during the Term in order for the System Software and the SCADA System to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which Updates shall be provided by Contractor to County at no additional cost. Any Update delivered by Contractor to County is deemed a part of the System Software and shall be included in the License granted to County pursuant to this Agreement.

11. PRODUCTION USE OF THE SYSTEM

Following installation by Contractor and prior to acceptance of Work by County, County shall have the right to use, in production mode, any completed portion of the System Software without any additional cost to County where County determines that it is desirable or necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Task completion.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

County of Los Angeles Department of Public Works
Waterworks Division
Attention Mr. Il Kim
P.O. Box 1460
Alhambra, CA 91803
Telephone: (626) 300-3319
Fax: (626) 300-3385
E-mail: IKim@dpw.lacounty.gov

with a copy to:

Office of the County Counsel
County of Los Angeles
500 West Temple Street
Los Angeles, CA 90012
Attention Mr. Jose Silva, Esq.
E-mail: josilva@counsel.lacounty.gov

To Contractor:

with a copy to:

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 4, 5, 6, 7, 11, 12, and 13, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions)

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Jose Silva, Esq.
Principal Deputy County Counsel

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

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STATEMENT OF WORK

SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (2008-IT026)

The contents of Exhibit A are organized into the following sections:

1. Overview
2. Administration of Agreement - County
3. Administration of Agreement - Contractor
4. Contractor's Offices
5. Infrastructure
6. SCADA System Standard Functionality
7. Deficiencies
8. Additional Services

1. OVERVIEW

The purpose and intent of the Contract is to provide as-needed supportive services including, Corrective Maintenance and software installation, on the supervisory control and data acquisition (SCADA) System for the Los Angeles County Waterworks Districts (Districts). The Districts' SCADA System is composed primarily of Motorola hardware, utilizes Wonderware InTouch software, and is used to perform data collection and control water system components at the supervisory level. This system is also called a Motorola SCADA or MOSCAD System. As-needed Corrective Maintenance includes programming, configuring, and troubleshooting the SCADA System at the user interface and at the remote terminals to correct System Software programming glitches, implement programming changes to existing sites when new facilities are added to the system, and incorporate new terminals and configure the Human Machine Interface (herein referred to as "Interface") screens when new sites are added to the system. Any System Hardware replacement or upgrades necessary as part of these services will be provided by the Districts. In addition to the as-needed Corrective Maintenance, this Contract also provides for one-time tasks to reconfigure all of the Interface screens for the South Maintenance Area of our system and perform a System Reliability Assessment of the entire SCADA System.

1.1 Work Locations

The Work locations for this project are within the five Los Angeles County Waterworks Districts and the Marina del Rey Water System, as shown on the map included as Exhibit L.

1.1.1 South Maintenance Area

Operations and maintenance functions for District No. 29, Malibu; District No. 21, Kagel Canyon; and the Marina del Rey Water System are supervised from the Waterworks Malibu office located at 23533 West Civic Center Way, Malibu. This area is also referred to as the South Maintenance Area. The South Maintenance Area serves an area covering approximately 47.4 square miles.

1.1.2 North Maintenance Area

Operation and maintenance functions for the remaining Districts are supervised from the Waterworks Antelope Valley office located at 260 East Avenue K-8, Lancaster. This area is also referred to as the North Maintenance Area. The North Maintenance Area serves an area covering approximately 249.4 square miles.

1.1.3 Administration and engineering functions for the Districts are supervised from the Waterworks Main office at 1000 South Fremont Avenue, Alhambra.

2. ADMINISTRATION OF AGREEMENT – County

2.1 County Project Director

2.1.1 County Project Director for this Agreement shall be the following person:

County of Los Angeles Department of Public Works
Waterworks Division
Attention Mr. Dave Pedersen
P.O. Box 1460
Alhambra, CA 91803
Telephone: (626) 300-3302
Fax: (626) 300-3385
E-mail: DPedersen@dpw.lacounty.gov

2.1.2 County will notify Contractor in writing of any change in County Project Director.

2.1.3 Except as set forth in the Agreement, Paragraph 4 (Change Notices and Amendments), County Project Director is not authorized to make any changes in any of the terms and conditions of this

Agreement and is not authorized to further obligate County in any respect whatsoever.

- 2.1.4 County Project Director and County Project Manager shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

2.2 County Project Manager

- 2.2.1 County Project Manager for this Agreement shall be the following person:

County of Los Angeles Department of Public Works
Waterworks Division
Attention Mr. Il Kim
P.O. Box 1460
Alhambra, CA 91803
Telephone: (626) 300-3319
Fax: (626) 300-3385
E-mail: IKim@dpw.lacounty.gov

- 2.2.2 County shall notify Contractor in writing of any change in the name or address of County Project Manager.
- 2.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.
- 2.2.4 County Project Manager shall meet with Contractor Project Manager in accordance with Paragraph 2.2.3 of this Agreement.
- 2.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 2.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 2.2.7 County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 2.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this Paragraph 2.2, into

one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 2.2.7.

- 2.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

3. **ADMINISTRATION OF AGREEMENT – Contractor**

3.1 Contractor Project Director

- 3.1.1 Contractor Project Director shall be the following person:

Telephone:

Fax:

Email:

- 3.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

- 3.1.3 Throughout the Term of the Agreement, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly, in person or by phone, to review project progress and discuss project coordination; thereafter, Contractor Project Director shall be available to meet and confer with County Project Director on such schedule as may be reasonably requested by County Project Director, but not more frequently than monthly.

3.2 Contractor Project Manager

- 3.2.1 The Contractor Project Manager shall be the following person who shall be a full-time employee of Contractor:

Telephone:

Fax:

Email:

3.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.4 (Status Reports by Contractor).

3.2.3 Throughout the Term of the Agreement, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly, in person or by phone, with County Project Manager; thereafter, Contractor Project Manager shall be available to meet and confer with County Project Manager on such schedule as may be reasonably requested by County Project Manager, but not more frequently than monthly.

3.3 Approval of Contractor's Staff

3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, Tasks, and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3.2 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Paragraphs 3.1.1 and 3.2.1. County Project Director has the right to approve or disapprove any proposed replacements for the persons set forth in Paragraphs 3.1.1 and 3.2.1 as Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such proposed replacement prior to the proposed replacement performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

3.3.3 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel." Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

3.3.4 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not

possible (e.g., a removal for cause or an egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity, especially prior to the termination of this Agreement.

3.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

3.3.6 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the state of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

3.4 Status Reports by Contractor. In order to control expenditures and to ensure the reporting of all Tasks, subtasks, Deliverables, services, and other Work provided by Contractor, Contractor Project Director shall provide County Project Director and County Project Manager with monthly written reports.

4. CONTRACTOR'S OFFICES

Contractor's business offices are located at _____. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

5. INFRASTRUCTURE

5.1 SCADA System

The SCADA System consists of two stand-alone systems: one located in South Maintenance Area and one in the North Maintenance Area.

5.1.1 South Maintenance Area

The South Maintenance Area's water storage tanks and pump stations are located along the Malibu coastline and throughout the Topanga area. There are 48 MOSCAD Remote Terminal Units (RTUs), which communicate with the Field Interface Unit (FIU) and central workstation located at the Waterworks Malibu office at 23533 West Civic Center Way, Malibu. This system utilizes VHF band and a Canopy Network.

5.1.2 North Maintenance Area

In the North Maintenance Area, the water storage tanks and pump stations are distributed throughout District Nos. 36, 37, and 40. There are 49 MOSCAD RTUs, which communicate with the FIU and central workstation located at the Waterworks Antelope Valley Office at 260 East Avenue K-8, Lancaster. This system utilizes the UHF band.

5.2 SCADA System Components and Standard Functionality

5.2.1 Components

The following is a list of specific components that compose the SCADA System:

- Remote Sensors
- RTUs
- Radio Transceivers
- Antenna Systems
- FIUs and Central Workstations
- Human Machine Interface ("Interface")

5.2.2 Remote Sensors

There are two types of sensors connected to the RTUs, digital sensors and analog sensors. The analog sensors convert a desired reading into an electrical signal ranging from 4 mA to 20 mA. The digital sensors provide an on or off status. The sensors provide information on tank levels, flow rates, water system pressures, valve positions (open or closed), and status of motors (on or off) to the Districts. The Districts will handle all installation, calibration, and connection of sensors to the RTUs.

Typically, there are between 4 to 16 sensors per RTU.

5.2.3 RTUs

The RTU is a 32-bit microprocessor based modular unit capable of monitoring and controlling equipment in the field locations. The unit is in an Underwriters Laboratories (UL) approved enclosure fully compatible with the specified SCADA System software. It is an intelligent unit to process information in stand-alone or in distributed modes of operation. Programming of the RTU is done via Microsoft Windows based software. Printouts of the RTU termination points are available for every unit.

RTU features:

- Operate on the frequency channel(s) licensed for the system.
- OSI/ISO compliant protocol that is compatible with the specified SCADA System software.
- Full upload and download capability via the communications channel of data, programs, databases, and other parameters.
- Data security, such as dynamic CRC codes, frame synchronization, and other error detection procedures.
- Debugging of individual or system wide RTU can be done without visiting the remote site.
- Capability to report events and water levels automatically as defined (report by exception), timed transmission, polling, and manual request.
- Operate as shared transceiver mode, store and forward repeater, Network Interface node, and Broadcast mode.
- Operate at a minimum of 4800 bps in full duplex mode.
- Will provide RS-232 and RS-485 serial interfaces to communicate to an external DTE/DCE device, such as a laptop computer.
- Have an auto-baud 9600 internal modem for remote diagnostics.
- Diagnostic LEDs for fault identification.
- Error detection program to check all I/O modules continuously.
- Error log list for all errors with date, time, and full description.
- Channel monitor to check channel availability before transmission.

5.2.4 Radio Transceivers

The RTU radio transceivers are Motorola models designed for SCADA System operations. They operate on the licensed frequencies. The transceivers fully comply with all applicable EIA standards and FCC Rules and Regulations and are FCC type-accepted for the application. FCC approved signaling format is used.

The communication system utilizes Canopy Network, VHF, and UHF bands of frequency. The radio path system diagrams and RTU locations for the North and South Maintenance Areas are available upon request.

Frequency is synthesizer generated and reference crystal controlled to 0.0002% of the assigned carrier frequency over a temperature range of -30° to $+60^{\circ}\text{C}$. This is accomplished without the use of heaters to maintain a low current drain.

5.2.5 Antenna Systems

Antenna hardware is manufactured by Andrew Corporation.

5.2.6 FIUs and Central Workstations

5.2.6.1 General

The central workstation is a PC that communicates with an FIU. The SCADA System has two central workstations based on a client-server network architecture. One central workstation is located at 23533 Civic Center Way in the City of Malibu, which serves the South Maintenance Area. The other central workstation is located at 260 East Avenue K-8 in the City of Lancaster and serves the North Maintenance Area. Both central workstations are compatible with a 32-bit multiuser and multitasking operating system. Each server has a complete redundant hot-standby system with redundant data disks for full protection. Each central workstation is capable of real-time SCADA System operation, maintain real-time and historical databases, and capable of 56 Kbps dial-up access to SCADA System databases and the Interface graphic screens.

5.2.6.2 Features of FIU

Local Area Network (LAN): Central Workstation

The central workstation has the capability of simultaneously supporting a minimum of two on-site users connected directly to the central workstation, two users connected via the Department's network, and three users connected via 56 Kbps dial-up modems. Each central workstation and its redundant backup are recent model Dell computers running Windows 2000 Professional or Windows XP.

5.2.7 Human Machine Interface ("Interface")

The existing Interface was created utilizing InTouch software from Wonderware Corporation. The Districts are currently utilizing InTouch Version 7.1.

6. SCADA SYSTEM STANDARD FUNCTIONALITY

6.1 RTU Functionality

6.1.1 Data Communications

Data sent by an RTU are tagged with correct date and time information. To produce the time tags, the RTU maintains a date and time clock with a resolution of one second. It is possible for the central workstation to read the current internal date and time for verification purposes and, if necessary, change the internal date and time of an RTU. The internal time drifts by no more than 0.1 second per day, and the accuracy of the clock does not depend on AC power.

Under no circumstances, including RTU restart or loss of power, will errant data or date/time information be sent by the RTU. The RTU notifies the central workstation, if data is not available.

Each RTU has a unique address to guarantee that only the intended RTU accepts messages from the central workstation. The address field of the communications protocol is sized for no less than 500 unique RTU addresses.

6.1.2 Status Inputs

Status inputs are used to monitor the state of devices, such as pump auto/remote, valve open/close, station power on/off, and other alarm indications. Both reporting by exception and full reporting of status data are supported. For reporting by exception, an acknowledgment mechanism is required to ensure that status change flags are not reset before receipt of the related status changes is acknowledged by the central workstation.

All the status inputs are optically isolated from the RTU logic. All status inputs are filtered to avoid false indications produced by contact bounces and 60Hz noise. Momentary input changes lasting less than 10 milliseconds are ignored.

6.1.3 RTU Software

The RTU software is a multitasking program used for real-time SCADA System operations. It supports multiple-process ladder diagrams, Boolean, and arithmetic functions. RTU software is

written in C language and can be compiled on a Microsoft Windows based computer and then uploaded into the RTU either locally or remotely from a central workstation. The RTU program defines communications, monitoring, and control processes. The program allows simulation and real-time monitoring of all RTU operations with accurate timing of the events. (See Exhibits M and N for RTU description and locations)

6.1.4 Independent Operations

The RTUs will operate independently to perform all the control functions during the failure of the central workstation. This will occur automatically without any operator intervention. After the restoration of the central workstation, normal data logging and display functions will resume automatically.

6.1.5 Redundancy

Each is equipped with a redundant backup with an automatic switch over.

6.2 Water System Control and Operation

The SCADA System allows remote control and operation of water system facilities, such as pumps, valves, motors, and tank levels.

6.3 Data Trends

The SCADA System program provides real-time and historical trend displays. It provides centering, scrolling, and zooming capabilities. The system can trend any data variable for any time period. Multiple traces are available per window. Historical and real-time trends are available. Trends are generated for time spans from four seconds to one year.

The following minimum features are available so that trended data may be:

- Averaged.
- Integrated.
- Differentiated.
- Accumulated.
- Maximized.
- Minimized.
- Snapshot.
- Dynamically rescalable on an individual trace basis.

- Fully customizable color selection for each trace.
- Cursor function to identify the precise value and time for any trend.
- Minimum time interval one second.
- Maximum time span one year.
- Multiple trends per display, or one variable displayed over multiple time periods.

6.4 Data Spreadsheet

Data Display module allows an operator to view both historical and current data values for predefined points in a spreadsheet-like display format. Software is available to allow exporting of this data to other industry standard spreadsheets, such as Microsoft Excel.

6.5 Alarms

Each alarm event is categorized under one of four priority levels Critical, Urgent, Non-urgent, and Routine. The alarm software is Win 911 Alarming Software, developed by Specter Instruments based in Austin, Texas.

6.5.1 Alarm Notification

An alarm notification window with audible alarm appears on the screen to inform the operator of the category and priority of an alarm and an audible alarm with a variable time interval to alert the operator of the presence of unacknowledged alarms. Alarm notification is customized by the operator to the priority level required.

6.5.2 Alarm Summary

The Alarm Summary window displays all current alarms in a scrollable window. The window is located on the lower portion of the screen. The entries are color coded, and unacknowledged alarms are shown flashing. The operator acknowledges one or a number of alarms through a simple select and click mechanism. With the correct security level the alarms are acknowledged and stored with the operator name. Alarms are displayed for all the users on the network. Alarm lists are filtered by alarm priority level for display.

The following information appears on the Alarm Summary display on each row:

- Point name.
- Date and time of alarm occurrence.
- Operator-imposed delay indicator.
- Current status.
- Alarm priority.
- Point and Station names.
- Date and time of alarm acknowledgment.
- Date and Time of alarm clearance.

6.6 Polling

Each RTU is polled every 10 minutes. The program allows the polling duration to change from 10 to 60 minutes by any user on the system with a proper security level.

Any RTU that does not respond to the polling will generate an alarm to alert the user, and log in the central workstation.

6.7 Paging

The SCADA System program includes a SCADA System Paging program from Wonderware. The paging program will call the cellular phone or home telephone of the District's staff that are designated to be on call. The District's staff will then call in to the SCADA System and log on to determine the type of alarm that has triggered the call.

6.8 Security

The SCADA System has a high level security to prevent unauthorized modification to the System Software. The program has log-in request for all users. Each user has an identification and security level. The security feature is assigned on all control points. All log-on and changes to any control-point is logged in the central workstation with the user's identification. All control and delete commands require operator confirmation. Menus, graphic objects, and control buttons are easily disabled or made invisible based on the user's security level. Control functions are to be performed with database interlocking, integrity checking, and operator confirmation.

Security features allow a single user, group of users, or all users of the system "no access," "read access," or "read/write access" to a single attribute, multiple attributes or all attributes of a data point. Further

security facilities are provided to grant or deny access to individuals, groups, or all users who access the system remotely.

There is a minimum of three different security modes: view, control, and system.

6.8.1 View mode

The view mode allows the user to view the graphic screens, modify real-time and historical trends, computational analysis, and create and print reports. This is used mainly by the operators.

6.8.2 Control mode

The control mode, in addition to view mode features, allows control of any point, changes to graphical screens, acknowledgement of alarms, and varying the values of any control point. This is used mainly by the maintenance personnel.

6.8.3 System mode

The system mode, in addition to view and control mode features, allows complete control of the system, including all System Software changes. This will be used mainly by the Contractor when making changes to the Interface.

7. DEFICIENCIES

7.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error (other than a defect, error, omission, or deviation to the Customizations or Interfaces caused by County's modification of the Customizations Source Code), including the provision of negligent workmanship, which results in the SCADA System, in whole or in part, not performing in accordance with the provisions of this Agreement, including the SOW, as determined by County Project Director, which determination shall be subject to the Dispute Resolution Procedures set forth in Paragraph 2 (Dispute Resolution Procedures) of Exhibit B (Additional Terms and Conditions).

7.2 Corrective Maintenance. County Project Director shall notify Contractor Project Director in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager, of any Deficiency. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall

remedy such Deficiency. Contractor acknowledges that, under the terms of this Agreement, Contractor may be required to repair, replace, or reinstall all or any part of the System Software, System Hardware (to the extent such hardware fails to achieve Compatibility with the SCADA System or other material, or create an Update, in order to remedy a Deficiency.

- 7.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 2 (Administration of Contract).

8. CONCEPT OF OPERATION

The following are two scenarios for potential maintenance problems, the steps which would be taken by County staff to address the problems, and the possible steps that the Contractor would take to correct the problem:

Scenario 1: Complete failure of SCADA System (Priority Level 1, as specified in Section B, subsection G.)

In this scenario, the sensors are working and transmitting information into the SCADA System, but the operators cannot extract any information from the central workstation and cannot issue any commands to control the system.

- County personnel have attempted to troubleshoot hardware and software but cannot resolve the Deficiency.
- County Project Manager or a designee will contact the Contractor and issue a request for Corrective Maintenance services and define the Priority Level.
- Contractor dials into the SCADA System to diagnose the Deficiency but is unable to identify the cause(s) from the remote location.
- Contractor drives out to Waterworks Field Office and begins to troubleshoot the Deficiency at the central workstation. Contractor determines that there is a problem with the FIU. The Contractor then contacts the County Project Manager or a designee and provides the diagnosis and estimated time required to resolve the problem. The County Project Manager or a designee then issues a Notice to Proceed to the Contractor with the approved amount of Work hours to resolve the Deficiency and the corresponding Labor Rate as specified in Form PW-2, Schedule of Prices.

Scenario 2: RTU Failure (Priority Level 2, as specified in Section B, subsection G.)

In this scenario, the Districts have been unable to communicate with and control a pump station which refills a tank in the South Maintenance Area.

- County personnel have attempted to troubleshoot System Software in the Field Office but cannot resolve the Deficiency.
- County Project Manager or a designee will contact Contractor and issue a request for Corrective Maintenance services and define the Priority Level.
- Contractor dials into the SCADA System to try and diagnose the problem remotely, but is unable to identify the cause(s) from the remote location.
- Contractor drives out to Waterworks Field Office and to troubleshoot the Deficiency from the central workstation. Contractor determines that there is a problem with an RTU and that an RTU module needs to be reprogrammed and uploaded directly to the RTU at the RTU location. Upon determining this, the Contractor then contacts the County Project Manager or a designee and provides the diagnosis and estimated time required to resolve the problem. The County Project Manager or a designee then issues a Notice to Proceed to the Contractor with approved amount of hours to resolve the Deficiency and the corresponding Labor Rate as specified in Form PW-2, Schedule of Prices.
- In this given scenario, Waterworks field personnel would provide access to the facility to enable the Contractor to upload the new program directly to the RTU. *(It must be noted that RTUs are usually mounted on the top of a water storage tank, so access may involve climbing a staircase or ladder to reach the RTU).*

A. PROJECT DELIVERABLES

Unless specified otherwise, Contractor shall provide deliverables in one of the following file formats (by CD, downloads and/or via e-mail):

- Microsoft Word
- Microsoft Excel
- Microsoft Project

For deliverables titled "DRAFT" outlined in Section 8, Task Descriptions, Contractor shall submit to the County "DRAFT" versions for review and comment. If the first draft submitted to the County is not acceptable to the County, it will be returned to the Contractor until it is in a form acceptable for preparation of "FINAL" documents.

B. TASK DESCRIPTIONS

Task 1 – Corrective Maintenance

Contractor shall provide Corrective Maintenance services to remedy each Deficiency occurring from time to time with respect to all or any component of the SCADA System. Corrective Maintenance shall include (a) performing an analysis of the system failure and providing a diagnosis of the underlying

cause(s) of the Deficiency; and (b) repairing the System Software, and/or System Hardware, including providing Updates to the System Software and reprogramming RTU's.

In fulfillment of this effort, the following shall apply to Contractor's performance of Corrective Maintenance:

- i. County Project Manager or a designee may submit a request for Corrective Maintenance services in person or via telephone, pager, facsimile, mail, electronic mail (e-mail), or any other reasonable means. The Contractor shall acknowledge receipt of request for Corrective Maintenance services within thirty (30) minutes.
- ii. Contractor shall determine the cause of the Deficiency and report the diagnosis and estimated time and resources (if applicable) required to remedy the Deficiency to the County Project Manager or a designee in person or via telephone, pager, facsimile, mail, electronic mail (e-mail), or any other reasonable means in accordance with Priority Levels as set forth in Task 1 subsection F.
- iii. Upon Contractor's report of cause(s), and estimated time and resources (if applicable) required to remedy the Deficiency, County Project Manager or a designee shall issue a Notice to Proceed and approve a set amount of Work hours to resolve Deficiency and corresponding Labor Rate as specified in Form PW-2, Schedule of Prices. Any extension of Work hours necessary to complete Corrective Maintenance shall be approved by the County Project Manager or a designee. Work hour extensions shall be requested by the Contractor prior to the deliverable due date and shall follow the same procedures as set forth in Task 1, subsection B.
- iv. Contractor shall maintain a log of all Deficiencies reported by County or otherwise discovered by Contractor, together with a brief description of the resolution of such Deficiency. Within seven (7) working days after resolution of each Deficiency, to the extent known or reasonably knowable, Contractor shall provide the Districts with corresponding Documentation.

Documentation shall include:

- Description of the cause of such Deficiency.
- Avoidance procedures for each Deficiency.
- Description of diagnostic tools available, RTU and all other component diagnostic measurements and their function.
- Description of additional software and/or hardware available for troubleshooting.

- Description of diagnostic processes and their purpose in evaluating SCADA System component failure and or queries.
- v. County shall endeavor reasonably to provide Contractor with information and assistance necessary to detect, simulate, reproduce, and correct Deficiencies, but regardless of the level of assistance provided by the Districts, Contractor, solely, is responsible for the timely correction of Deficiencies.
- vi. Contractor shall provide and install Updates to the System Software, as needed to correct any Deficiencies to the System. Any revised Documentation that corresponds to the Updates shall be delivered to the Districts.
- vii. Contractor shall perform Corrective Maintenance to correct any failure of the SCADA System to remedy Deficiencies such that the SCADA System is restored to the standard functionality as set forth in Section 6. With respect to each request for Corrective Maintenance services, diagnosis reporting shall be provided to County in accordance to the following Priority Levels:

Priority Level 1 – Contractor shall troubleshoot the Deficiency remotely and report the diagnosis within two (2) hours or dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility within four (4) hours of receiving the request for Corrective Maintenance services and report the diagnosis within two (2) hours subsequent to arriving, regardless of time of day or day of week.

Priority Level 2 – Contractor shall troubleshoot the Deficiency remotely and report the diagnosis within two (2) hours or dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility within four (4) hours of receiving the request for Corrective Maintenance services and report the diagnosis within two (2) hours subsequent to arriving, during Business Hours.

Priority Level 3 – Contractor shall troubleshoot the Deficiency remotely and/or dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility and report the diagnosis within twenty-four (24) hours of receiving the request for Corrective Maintenance services, during Business Hours.

Priority Level 4 – Contractor shall troubleshoot the Deficiency remotely and/or dispatch a field engineer to arrive and troubleshoot the Deficiency at the impacted facility and report the diagnosis within ten (10) calendar days of receiving the request for Corrective Maintenance services.

Contractor shall receive corresponding payment as specified in Form PW-2, Schedule of Prices, for meeting the Priority Level requirements as set forth in this

section. County reserves the right to de-escalate the Priority Level assignment for failure to meet these requirements.

Deliverables:

- 1(a) Diagnosis of System Hardware and/or System Software Deficiencies.
- 1(b) Correction of System Hardware and/or System Software Deficiencies and delivery of supporting Documentation.

Acceptance Criteria:

Deliverable 1(a):

Contractor shall contact the County Project Manager or a designee in person or via telephone, pager, facsimile, mail, electronic mail (e-mail), or any other reasonable means and provide the diagnosis of the Deficiency within the timeframe specified according to the assigned Priority Level designated by the County Project Manager or a designee.

Deliverable 1(b):

Contractor shall notify in writing to County Project Manager that Deficiencies have been corrected. County shall be solely responsible for testing and approving the correction of Deficiencies. No deliverable shall be deemed completed until all necessary corrective tasks have been completed, all relevant Documentation has been submitted, and County Project Manager or a designee has verified and approved in writing that the SCADA System has been restored to the standard functionality as described in Section 6.

Task 2 – Software Upgrade and Configuration

County shall purchase InTouch 9.5 software from Wonderware Corporation for this task.

The Contractor shall install InTouch 9.5 and configure the installation to restore all functionality previously provided by InTouch Version 7.1. The Contractor shall ensure that the operator Interface meets the standard functionality as described in Section 3 and performs the following:

- Accurate data reporting of each water storage tank, pump station, etc.
- Accurate equipment response to manual controls.
- Accurate graphical representations of SCADA System conditions.
- Accurate alarm reporting and diagnosis of malfunctioning equipment.

- Trending and data exporting are functioning properly.

For each modification specified above, Contractor shall provide operator Interface screen mockups, where applicable. The screens will be designed to be consistent with the current operation of existing SCADA System screens and the standard functionality described in Section 6. Contractor shall present these modifications to the County. The County shall provide feedback within 21 calendar days of viewing the operator Interface. The comments shall be limited to the screens configured specifically for the County.

Upon completion of review and acceptance of the screen designs by the County, Contractor will complete the configuration. Subsequent to this approval, further changes to the operator Interface shall not be required, but may be considered if agreed between the County and Contractor.

Contractor shall provide a detailed report describing the steps taken to install and configure the system Contractor shall not commence Work on Task 2 unless and until County and Contractor mutually agree in writing.

Deliverables:

Configuration of Interface screens

Acceptance Criteria:

Contractor shall notify in writing to County Project Manager of preliminary completion of the software upgrade and configuration task. County shall be solely responsible for testing and approving the operator Interface of the SCADA System. The deliverables shall be deemed acceptable to the County when all necessary modifications have been performed, all relevant Documentation has been submitted, and County Project Manager or a designee has verified and approved in writing that the SCADA System has been restored to the standard functionality as described in Section 6.

Task 3 – System Expansion

When new sites or new features at existing sites need to be incorporated into the SCADA System, District personnel, or developers will furnish and install necessary System Hardware. The following tasks shall be performed by the Contractor when new sites or new features at existing sites need to be incorporated into the SCADA System:

- Program the RTUs and FIUs to operate and/or monitor the new equipment.
- Configure new operator Interface screens.
- Modify existing operator Interface screens as required to incorporate new equipment as well as existing equipment

- Program trending and data exporting functions
- Document all programming, programming changes, System Hardware, System Software, configuration, access, and design.
- Within seven (7) Business Days of implementing a change, the Contractor shall deliver Documentation to reflect all changes to System Hardware, System Software, configuration, access, and design. All RTU and FIU programming in a format that can be uploaded to the RTUs.

When configuring new or modifying existing operator Interface screens, the Contractor shall ensure that the operator Interface meets the standard functionality as described in Section 6 and performs the following:

- Accurate data reporting of each water storage tank, pump station, etc.
- Accurate equipment response to manual controls.
- Accurate graphical representations of SCADA System conditions.
- Accurate alarm reporting and diagnosis of malfunctioning equipment.
- Trending and data exporting are functioning function properly.

The operator Interface screens will be designed to be consistent with the current operation of existing SCADA System screens and the standard functionality described in Section 6. Contractor shall present these modifications to the County for approval.

Subsequent to this approval, further changes to the operator Interface shall not be required, but may be considered if agreed between the County and Contractor.

Contractor shall not commence Work on Task 3 unless and until County and Contractor mutually agree in writing.

Deliverables:

- 3(a) System Expansion; System Hardware Programming and supporting documentation.
- 3(b) System Expansion; Configuration of new or modification of existing operator Interface screens.

Acceptance Criteria:

Contractor shall notify in writing to County Project Manager of completion of system expansion task. County shall be solely responsible for testing and approving the System Expansion deliverables. The deliverables shall be deemed acceptable to the County when all necessary System Hardware programming and System Software modifications have been performed, all relevant Documentation has been submitted, and County Project Manager or a designee has verified and approved in writing that the SCADA System has been restored to the standard functionality as described in Section 6.

Task 4 – System Reliability Assessment: Security, performance, reliability, and scalability

The Contractor shall survey and prepare separate written reports of the condition of each existing SCADA System area: the North Maintenance Area and the South Maintenance Area.

The System Reliability Assessment shall be comprehensive and include the following:

- Plan view and layout location of each component comprising of the SCADA System.
- Evaluation of:
 - a. Security and integrity in the design and operation of the existing system.
 - b. Current configuration of each RTU.
 - c. Communications path between the RTUs and the FIU and the utilization of the existing bandwidth.
- List of system security, performance, reliability, and scalability enhancement recommendations, including hardware and software solutions, and reprogramming necessary to implement the recommendations.
- Cost estimate for proposed new security enhancements.

Contractor shall furnish to County, upon completion of Work, two reproducible sets of System Reliability Assessment reports with an electronic copy.

Contractor shall not commence Work on Task 4 unless and until County and Contractor mutually agree in writing.

Deliverables:

- 4(a) System Reliability Assessment - DRAFT
- 4(b) System Reliability Assessment - FINAL

Acceptance Criteria:

Contractor shall notify in writing to County Project Manager of preliminary completion of System Reliability Assessment task. The deliverables shall be deemed acceptable to the County when the necessary Documentation has been submitted, and County Project Manager or a designee has verified and approved in writing that the deliverable meets the System Reliability Assessment criteria described herein.

9. ADDITIONAL SERVICES

- 9.1 Subject to Paragraph 4 of the base Agreement (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Additional Services." Such additional services may include, but are not limited to, customizations or modifications to the System Software that are requested by County Project Director in order to create new functionality and customizations. Additional Services may also include additional or refresher training beyond what is provided in Exhibit C (Schedule of Deliverables and Payments).
- 9.2 Upon County's request for Additional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Order containing all the information requested under Agreement, Paragraph 4.2 (Change Order).
- 9.3 Upon completion, delivery and acceptance by County of any Custom Programming Modifications, such Custom Programming Modifications shall become part of and be included in the System Software.

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit B (Additional Terms and Conditions) (as used in this Exhibit B (Additional Terms and Conditions), this "Exhibit") shall have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING

- 1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.
- 1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.
 - 1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed Subcontract, and a description of the Work to be performed under the proposed Subcontract.
 - 1.2.2. Contractor shall provide County Project Director with a copy of each proposed Subcontract, and each such proposed Subcontract shall be subject to the prior approval of County Project Director.
 - 1.2.3. A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
 - 1.2.4. Proposed subcontracts must provide that the provisions thereof may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld.

- 1.2.5. Any other information and/or certifications reasonably requested by County.

County will review Contractor's request to subcontract and determine, in its discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each Subcontract entered into by Contractor pursuant to this Paragraph 1.2, on or immediately after the effective date of such Subcontract but in no event later than the date, any Work is performed under such Subcontract.

1.3. Contractor Responsibilities

- 1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any Subcontractor, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no Subcontract shall bind or purport to bind County. Further, County approval of any Subcontract shall not be construed to limit in any way Contractor's performance, obligations, including Contractor's indemnification obligations, or responsibilities, to County.
- 1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all Subcontractor personnel providing services under such Subcontract.
- 1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the Subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by Subcontractor hereunder.
- 1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all Subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

2. DISPUTE RESOLUTION PROCEDURE

- 2.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

- 2.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.
- 2.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 2.4. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 2.5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.6. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) working days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.7. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to the County Assistant Deputy Director of the Waterworks Division and Contractor's Vice President. These persons shall have five (5) working days to attempt to resolve the dispute.
- 2.8. If the County Assistant Deputy Director of the Waterworks Division and the Contractor's Vice President are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the Director, but not to Director's designee. These persons shall have five (5) working days to attempt to resolve the dispute.

- 2.9. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
- 2.10. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all four (4) levels described in this Paragraph 2 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 2.11. Notwithstanding any other provision of the Agreement, County's right to seek injunctive relief under Paragraph 3.5 (Injunctive Relief) of this Exhibit, or County's right to terminate this Agreement pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. CONFIDENTIALITY

- 3.1. General. Contractor shall maintain the confidentiality of all County Materials, records and/or information to which Contractor has obtained and/or otherwise has access under this Agreement, events and/or circumstances which occur during the course of Contractor's performance under the Agreement (collectively, "Confidential Information"), in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall use whatever security measures are necessary to protect all Confidential Information from loss or damage by any cause, including fire and theft. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. During the term of this Agreement and for five (5) years thereafter, Contractor shall also maintain and provide security for all Contractor's working papers prepared under this Agreement.

3.2. Agent Agreements. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees, Subcontractors or other agents performing Work under the Agreement, prior to the date on which such employees, Subcontractors or other agents commence performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.

3.3. Disclosure of Information

3.3.1. With respect to any Confidential Information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.3.2. Without limiting the generality of Paragraph 3.3.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.4. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:

3.4.1. Contractor shall develop all publicity material in a professional manner.

3.4.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of

County Project Director, which shall not be unreasonably withheld or delayed.

- 3.4.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than Paragraph 3.4.2) shall apply.
- 3.4.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.
- 3.5. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Paragraph 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY

- 4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:
 - 4.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States bankruptcy code;
 - 4.1.3. The appointment of a receiver or trustee for Contractor; or
 - 4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

- 4.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement, including the right to continued use of the Supervisory Control and Data Acquisition (SCADA) System and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT

- 5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, on the occurrence of either of the following:
 - 5.1.1. Contractor fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement; or
 - 5.1.2. Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) calendar days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) calendar days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.
- 5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.
- 5.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5 (Termination for Default), County may, in lieu of such termination,

(a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits, and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of the SCADA System under Paragraph 13 (Warranties; Warranty Services) of the body of the Agreement, and Warranty Services shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

6. TERMINATION FOR CONVENIENCE; SUSPENSION

- 6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after delivery of the notice of termination.
- 6.2. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.
- 6.2.1. Contractor shall immediately discontinue all services unless otherwise indicated by Director.
- 6.2.2. Upon request of Director, Contractor shall surrender and deliver to Director within seven (7) calendar days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to SCADA System as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 8.1 (Approval of Invoices) of the body of the Agreement or for which an Agreement for partial payment has been negotiated.
- 6.2.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily

suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

- 6.2.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no Agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.
- 6.2.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon written notice to the other party.
- 6.3. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.3 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION

- 7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to 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.
- 7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.
- 7.3. Among other items, such improper consideration may take the form of cash; discounts; service; the provision of travel, entertainment, or tangible gifts.

8. TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. 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.

9. EFFECT OF TERMINATION

9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), Paragraph 7 (Termination for Improper Consideration), Paragraph 8 (Termination for Gratuities), Paragraph 47 (Budget Reductions) of this Exhibit, or Paragraph 7 (County's Obligation for Future Fiscal Years) of the body of the Agreement, then:

- 9.1.1. Contractor shall (i) stop performing Work under the Agreement on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to County copies of all Software and all other completed Work and Work in process, in a media reasonably requested by County, and (iii) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2. Unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) or Paragraph 47 (Budget Reductions) of this Exhibit or Paragraph 7 (County's Obligation for Future Fiscal Years) of the body of the Agreement, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3. Contractor shall promptly return to County any and all of County's Confidential Information that relates to that portion of the Agreement or Work terminated by County (County shall have the right to request certifications from Contractor's authorized representatives that no copies of the Confidential Information have been retained by Contractor);

- 9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 8.7 (Credits to County) of the base document, to the extent applicable; and
- 9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.
- 9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by County to a new SCADA System, toward the end that there be no interruption of the Department's day-to-day operations due to the unavailability of SCADA System during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension), Paragraph 5.2 (Deemed Termination for Convenience), Paragraph 47 (Budget Reductions) of this Exhibit, or Paragraph 7 (County's Obligation for Future Fiscal Years) of the body of the Agreement of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.
- 9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES

- 10.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. FURTHER WARRANTIES

Contractor represents warrants and further covenants and agrees to the following:

- 12.1. Contractor represents and warrants that (a) Contractor has the full power and authority to grant the all rights granted by the Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the SCADA System without interruption, (d) the Agreement and the SCADA System acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for nondisturbance of County's use of SCADA System, and any part thereof in accordance with the Agreement, and (f) neither the performance of the Agreement by Contractor, nor the use by County and its users of SCADA System in accordance with the Agreement will in any way violate any nondisclosure Agreement, nor to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- 12.2. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the SCADA System acquired from Contractor, as applicable, until the Final Acceptance Date.
- 12.3. Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the SOW.
- 12.4. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5. All Documentation developed under the Agreement shall be uniform in appearance.
- 12.6. Each component of the SCADA System shall be fully compatible with and shall fully integrate, perform, and function with (a) all other components of the SCADA

System, and (b) the technical environment that conforms to the specifications set forth in Exhibit A (Statement of Work).

12.7. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to SCADA System or any component thereof through any device, method or means, including the use of any "virus," "lockup," "time bomb," "key lock," "worm," device or program, or disabling code (collectively referred to in this Paragraph 12.7 as a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of SCADA System or any component of the SCADA System by County or any user or which could alter, destroy, or inhibit the use of SCADA System, any component thereof, or the data contained therein. Contractor represents warrants and agrees that it has not purposely placed, nor is it aware of any Disabling Device on any component of the SCADA System provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component of the SCADA System to contain any Disabling Device.

12.8. Contractor shall support all components of the SCADA System for the Term.

13. INDEMNIFICATION AND INSURANCE

13.1. 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 this Agreement.

13.2. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or 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:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Ms. Lorena Calderon
900 South Fremont Avenue
Alhambra, CA 91803-1331

prior to commencing services under this Agreement. Such certificates or other evidence shall:

13.2.1 Specifically identify this Agreement;

13.2.2 Clearly evidence all coverage required in this Agreement;

13.2.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

13.2.4 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 this Agreement; and

13.2.5 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.

13.3. Insurer Financial Ratings: 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.

13.4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

13.5. Notification of Incidents, Claims or Suits: Contractor shall report to County: any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

13.5.1 Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement;

13.5.2 Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager;

13.5.3 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

13.6. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

13.7. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

13.7.1 Contractor providing evidence of insurance covering the activities of subcontractors; or

13.7.2 Contractor 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.

13.8 Liability Insurance. Such insurance shall consist of:

13.8.1 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

13.8.2 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."

13.8.3 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

13.8.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent, or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

13.8.5 Intellectual Property: Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least one million dollar (\$1,000,000) per occurrence. If this insurance is written on a claims made form, Contractor shall either: (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement, or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees, and other expenses (including defense costs and legal, accounting and other expert, consulting, or professional fees) for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to SCADA System, software modifications, or the operation and utilization of SCADA System or any other Work under the Agreement (collectively referred to in this Exhibit as "Infringement Claims").

14.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of SCADA System, or any part of it, is the subject of any

Infringement Claim that might preclude or impair County's use of SCADA System or component thereof (e.g., injunctive relief), or that County's continued use of SCADA System or component thereof it may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either: (1) procure the right, by license or otherwise, for County to continue to use the affected portion of SCADA System, or (2) to the extent Contractor is unable to procure such right, replace or modify the affected portion of SCADA System with product of equivalent quality and performance capabilities, in County's reasonable determination, to become non-infringing, non-misappropriating, and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) calendar days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) calendar day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of SCADA System. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

15. NOTICE OF DELAY

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, for Task 1, Priority 1, within three (3) hours; for Task 1, Priority 2, within three (3) business hours; for Task 1, Priority 3, within twelve (12) business hours; and for Task 1, Priority 4, and Tasks 2, 3, and 4 of the Statement of Work, within five (5) calendar days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (referred to in this Paragraph 15 as a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order, or an Amendment to the Agreement, as applicable pursuant to Paragraph 4 (Change Notices and Amendments) of the body of the Agreement. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 15 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any

purpose whatsoever, including as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder, or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 15 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

16. FORCE MAJEURE

Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 Contractor. 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 Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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 Agreement. It is County's policy to conduct business only with responsible contractors.

- 17.1. Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 17.2. County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a

contract with County, any other public entity, or a nonprofit corporation created by County, 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 County or any other public entity.

- 17.3. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 17.4. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.5. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 17.6. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor 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 County.
- 17.7. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

17.8. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

17.9. These terms shall also apply to subcontractors of County Contractors, including Contractor.

18. COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) calendar days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County, including written copies of such applicable rules, regulations, ordinances, guidelines, and directives.

19. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the federal fair labor standards act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees, and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal fair labor standards act for Work performed by Contractor's employees.

20. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

20.1. Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification.

20.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

- 20.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 20.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:
 - 20.4.1. Title VII, Civil Rights act of 1964;
 - 20.4.2. Section 504, Rehabilitation Act of 1973;
 - 20.4.3. Age Discrimination Act of 1975;
 - 20.4.4. Title IX, Education Amendments of 1973, as applicable; and
 - 20.4.5. Title 43, part 17, code of federal regulations, subparts a & b.

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 20.5. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
- 20.6. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate for default or suspend this Agreement. While County reserves the right to determine independently that the antidiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Agreement.
- 20.7. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Agreement, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its

employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

- 21.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22. HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager, or other employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (1) County has the right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency) of this Exhibit, (2) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (Termination for Default) of this Exhibit, (3) without resolution acceptable to both parties, Contractor and County have followed the dispute resolution procedure set forth in Paragraph 2 (Dispute Resolution Procedure) of this Exhibit, or (4) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of SCADA System, as applicable.

23. CONFLICT OF INTEREST

- 23.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

- 23.2. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

24. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to resolicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25. RESTRICTIONS ON LOBBYING

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

26. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (GAIN) and general relief opportunity for work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first opportunity.

27. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair his/her physical or mental performance.

28. CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

29.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

29.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

29.3. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 29 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) calendar days of notice by the CSSD shall be grounds upon which County may terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

30. RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

31. COMPLIANCE WITH JURY SERVICE PROGRAM

31.1. Jury Service Program. This Agreement is subject to the provisions of 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.

31.2. Written Employee Jury Service Policy

31.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) calendar days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

31.2.2. For purposes of this Paragraph 31 (Compliance with Jury Service Program), "contractor" means a person, partnership, corporation, or other entity which has a contract with 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 a contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 calendar days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this Paragraph 31 (Compliance with Jury Service Program). The provisions of this Paragraph 31 (Compliance with Jury Service Program) shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

31.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement 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 Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to 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 Jury Service Program.

31.2.4. Contractor's violation of this Paragraph 31 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder, including for the provision of Maintenance Services. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 7 a.m. to 5:30 p.m., Pacific Time, Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director, unless exigent circumstances preclude waiting for written approval (e.g., Contractor is responding to a major Deficiency). Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.

33. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at County facilities, on a nonexclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss,

theft, or damage of any property or material left at such County office space by Contractor.

34. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

34.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

34.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

35. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director and County's Project Director, in their discretion.

36. FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit O to the Agreement).

37. ASSIGNMENT AND DELEGATION

37.1. Contractor shall not assign its rights or delegate its duties under this 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 this Agreement, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

37.2. 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 this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- 37.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than 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 this Agreement, which may result in the termination of this 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 of Contractor.

38. INDEPENDENT CONTRACTOR STATUS

- 38.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 38.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.
- 38.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Agreement.
- 38.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

39. RECORDS AND AUDITS

- 39.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 39 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards, and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy, or transcribe such material at such outside location.
- 39.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 39.3. If an audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

40. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.

41. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 41 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

42. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

43. COUNTY'S QUALITY ASSURANCE PLAN

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

44. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR REEMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees

who are targeted for layoff, or qualified former County employees who are on a reemployment list during the life of the Agreement.

45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

46. SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit P to this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

47. BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in the Agreement.

48. WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

49. GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements

made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

50. SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

51. RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are nonexclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

52. FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on Change Orders, Amendments or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

53. CAPTIONS AND PARAGRAPH HEADINGS

Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

* * *

SCHEDULE OF DELIVERABLES AND PAYMENTS

Task	Deliverable	Expected Completion Date	Payment
Task 1 – Corrective Maintenance	(1a) Diagnosis of System Hardware and/or System Software Deficiencies		
	(1b) Correction of System Hardware and/or System Software Deficiencies and delivery of supporting Documentation		
	<ul style="list-style-type: none"> Priority Level 1 	Remotely: Within two (2) hours, regardless of time of day or day of week ¹ Onsite: Within six (6) hours, regardless of time of day or day of week ¹	See Prices Quoted on Form PW-2 for corresponding Level
	<ul style="list-style-type: none"> Priority Level 2 	Remotely: Within two (2) hours, during Business Hours ¹ Onsite: Within six (6) hours, during Business Hours ¹	See Prices Quoted on Form PW-2 for corresponding Level
	<ul style="list-style-type: none"> Priority Level 3 	Within twenty-four (24) hours, during Business Hours ¹	See Prices Quoted on Form PW-2 for corresponding Level
	<ul style="list-style-type: none"> Priority Level 4 	Within ten (10) calendar days ¹	See Prices Quoted on Form PW-2 for corresponding Level
Task 2 - Software Upgrade and Configuration	Configuration of Interface Screens	Within (4) months of Notice to Proceed	100% of amount quoted in Form PW-2, Task 2 once Deliverable has been accepted as specified in Exhibit B, Task 2, Acceptance Criteria.
Task 3 - System Expansion	3(a) System Expansion; System Hardware Programming and supporting documentation	Within ten (10) calendar days ²	100% of amount quoted in Form PW-2, Task 3 once Deliverable has been accepted as specified in Exhibit B, Task 3, Acceptance Criteria.
	3(b) System Expansion; Configuration of new or modification of existing operator Interface screens	Within twenty (20) calendar days ²	
Task 4 - System Reliability Assessment	4(a) System Reliability Assessment- DRAFT	Within nine (9) months of Notice to Proceed	40% of Total Task Price Quoted in Form PW-2 once Deliverable has been accepted as specified in Exhibit B, Task 4, Acceptance Criteria.
	4(b) System Reliability Assessment- FINAL	Within eleven (11) months of Notice to Proceed	60% of Total Task Price Quoted in Form PW-2 once Deliverable has been accepted as specified in Exhibit B, Task 4, Acceptance Criteria.

¹Denotes due date after receiving Request for Corrective Maintenance.

²Denotes due date after receiving Request for System Expansion related task.

MAINTENANCE AND SUPPORT

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TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE Capitalized terms used in this Task/Deliverable Acceptance Certificate without definition have the meanings given to such terms in the body of the Agreement referenced herein.		AGREEMENT NUMBER
		TITLE
FROM:	TO:	
_____ Contractor Project Manager (Signature Required)	Il Kim County Project Manager Department of Public Works	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto, to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Agreement, including Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including Exhibit B (Statement of Work), together with any additional documentation reasonably requested by County.		
County Acceptance:		
NAME _____ SIGNATURE _____ DATE _____ County Project Manager		

Distribution:

Original – Financial Services Copy 1 - Contractor

Copy 2 - County Project Manager

Copy 3 - DPW Master Contract File

County of Los Angeles
 Department of Public Works
 [Contractor]

SCADA

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above ("Contractor") has entered into the above-referenced Agreement with the County of Los Angeles ("County") to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of Work under and as defined in the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County, including, without limitation, the above-referenced Agreement.

CONFIDENTIALITY AGREEMENT:

I acknowledge that because I may be involved with Work pertaining to services provided by the County and I may have access to confidential data and information of County and/or its constituents, including, without limitation, the Confidential Information defined below. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County, including, without limitation, the Confidential Information. I understand that the County has a legal obligation to protect all such confidential data and information in its possession and that if I am involved in County Work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I must sign this Agreement as a condition of my Work to be provided by Contractor for the County.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement between Contractor and the County, including, without limitation, the Confidential Information. I agree to forward all requests for the release of any data or

information received by me to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me.

I agree to protect this data and information, including, without limitation, the Confidential Information, against disclosure to any person or entity other than Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me any and all violations of the above-referenced Agreement by myself and/or by any other person of which I become aware. I agree to return all such data and information, including, without limitation, the Confidential Information, to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me upon completion of the above-referenced Agreement, or termination of my employment with Contractor, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this document, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the above-referenced Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly

perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for, and on my behalf and stead, to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements;
Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the

EXHIBIT F

employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this document may subject me to civil and/or criminal action and that the County may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

PRE-APPROVED SUBCONTRACTORS

**THIS PAGE LEFT BLANK INTENTIONALLY
EXHIBIT G TO BE PROVIDED BY CONTRACTOR**

SAMPLE SUBCONTRACT

**THIS PAGE LEFT BLANK INTENTIONALLY
EXHIBIT H TO BE PROVIDED BY CONTRACTOR**

DESCRIPTION OF SOFTWARE

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EXHIBIT I TO BE PROVIDED BY CONTRACTOR**

LETTER OF CREDIT

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EXHIBIT J TO BE PROVIDED BY CONTRACTOR**

(Sample)

**REQUIRED FORMAT FOR IRREVOCABLE
LETTER OF CREDIT**

(Must be on Financial Institution Letterhead)

IRREVOCABLE LETTER OF CREDIT NO. _____

Date and Place of Issue: _____

Amount: _____
(Thousand and 00/100)
United States Dollars

Applicant: _____

Beneficiary: Department of Public Works
County of Los Angeles
Attention: Fiscal Division Chief
900 South Fremont
Alhambra, CA 91803-1331

Expiration Date: _____
(Must be one (1) year minimum)

Reference No. _____ <specify contract or agreement number>

Ladies and Gentlemen:

By order of _____ <applicant>, we are instructed to open an Irrevocable Letter of Credit in your favor for U.S. \$ _____ <amount>.

Documents required:

We undertake that drawing under this Letter of Credit will be honored upon presentation of the below document drawn on _____ <financial institution> at _____ <address>. Partial drawings on this Letter of Credit by the beneficiary are permitted.

Any claims under this letter shall be presented in the following manner:

The County's written statement signed by the Fiscal Division Chief of the Department of Public Works that the amount of this draft or a portion thereof is due and payable.

The above statement will be all that is required to certify that the amount set forth under _____ <financial institution> Letter of Credit No. _____ dated this date or any part thereof is due and payable to you.

**REQUIRED FORMAT FOR IRREVOCABLE
LETTER OF CREDIT**

Automatic Extension:

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one (1) year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date we shall notify the Department of Public Works Fiscal Division Chief by registered letter that we elect not to consider this Letter of Credit renewed for such additional one (1) year period. Notice hereunder shall be deemed to have been given when receipt is acknowledged by the Department of Public Works Fiscal Division Chief or a person acting in such capacity. Upon receipt of such notice you may draw on said Letter of Credit.

This Letter of Credit may be released in whole or in part at any time by the County of Los Angeles upon our receipt of a written notice signed by the Fiscal Division Chief.

(Authorized Signature)
(Authorized Counter Signature)
(Notarization)

Attach a statement signed by a corporate officer certifying that the person signing this Letter of Credit is authorized to sign on behalf of the financial institution.

THIRD PARTY SOFTWARE

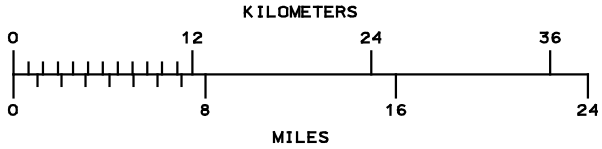
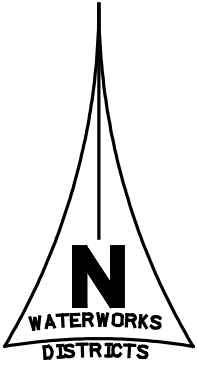
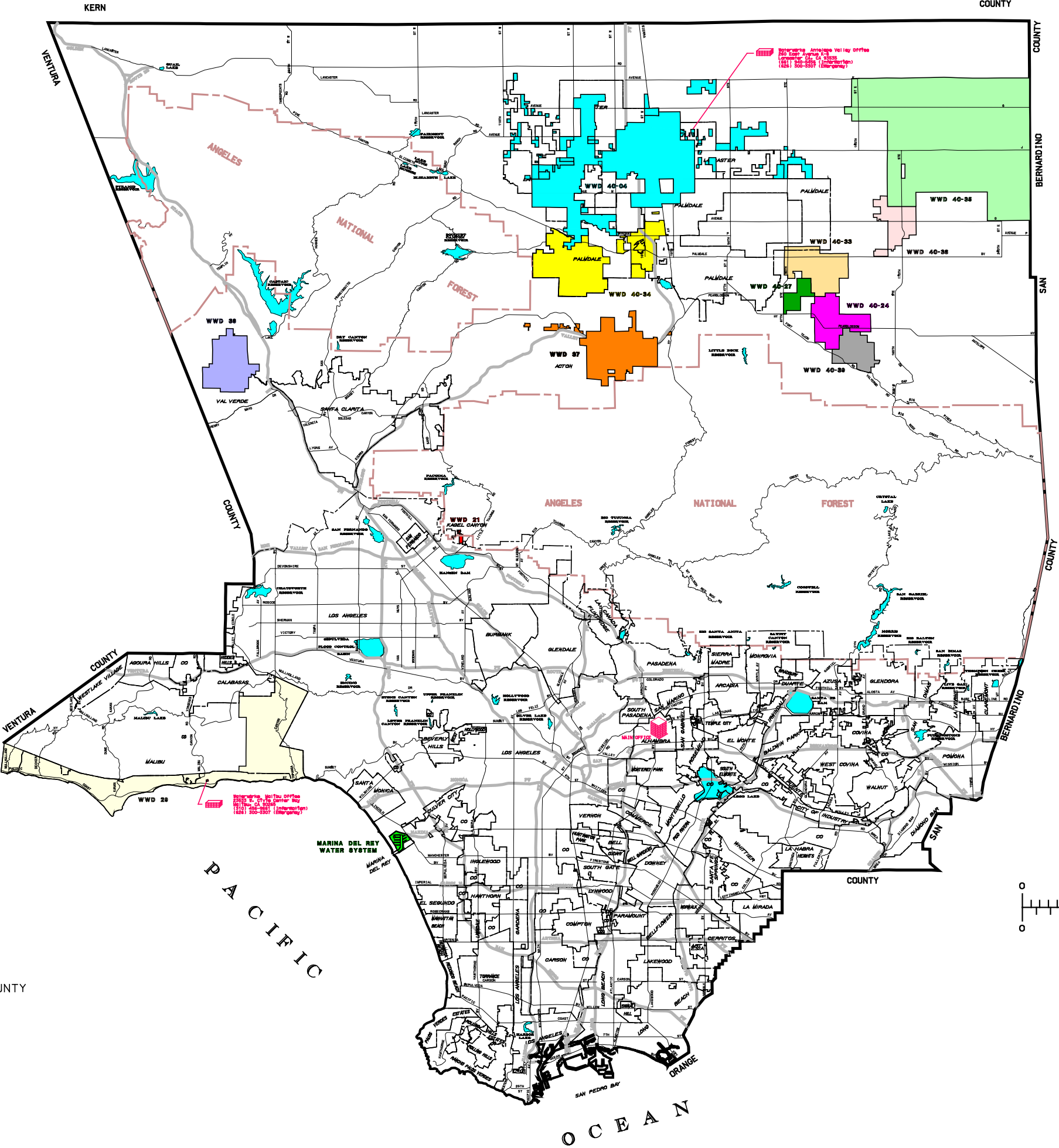
**THIS PAGE LEFT BLANK INTENTIONALLY
EXHIBIT K TO BE PROVIDED BY CONTRACTOR**

Waterworks Malibu Office
23533 W. Civic Center Way
Malibu, CA 90265
(310) 456-9661 (Information)
(626) 300-3307 (Emergency)

Waterworks Main Office
1000 S. Fremont Ave
Alhambra, CA 91803
(626) 300-3307

Waterworks Antelope Valley Office
260 East Avenue K-8
Lancaster CA, CA 93535
(661) 940-5456 (Information)
(626) 300-3307 (Emergency)

- WWD No. 21, KAGEL CANYON
- WWD No. 29, MALIBU
- WWD No. 36, VAL VERDE
- WWD No. 37, ACTON
- WWD No. 40, ANTELOPE VALLEY
- REGION 04 – LANCASTER
- REGION 24 – PEARBLOSSOM
- REGION 27 – LITTLEROCK
- REGION 33 – SUN VILLAGE
- REGION 34 – DESERT VIEW HIGHLANDS
- REGION 35 – NORTHEAST LOS ANGELES COUNTY
- REGION 38 – LAKE LOS ANGELES
- REGION 39 – ROCK CREEK
- MARINA DEL REY WATER SYSTEM



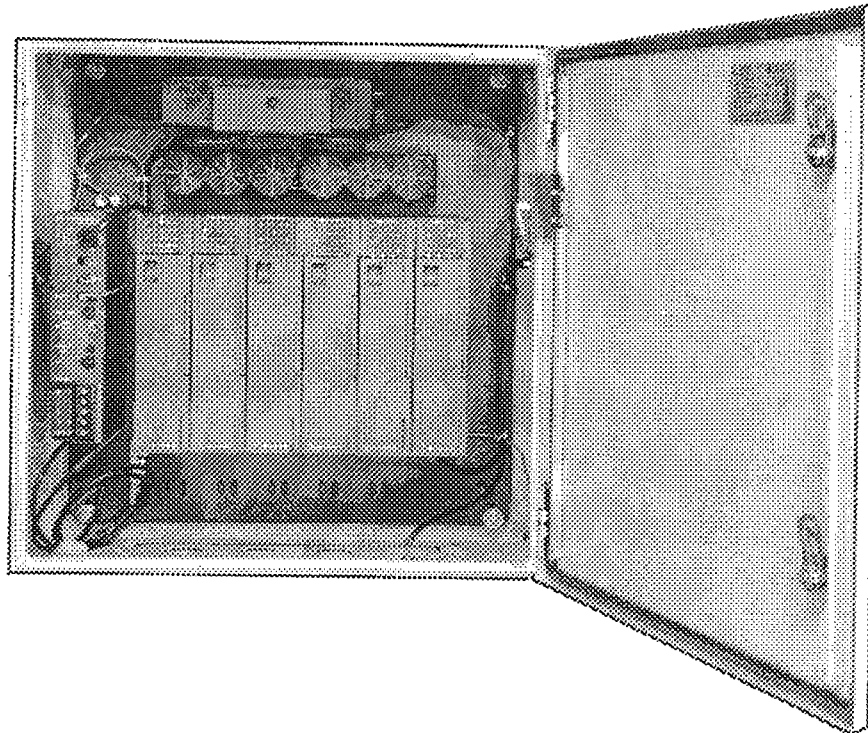
MAP OF
LOS ANGELES COUNTY
WATERWORKS DISTRICTS

MOSCAD

Motorola SCADA
Remote Terminal Unit

The MOSCAD Remote Terminal Unit (RTU) provides a data collection unit with the intelligence required to operate in sophisticated Supervisory Control And Data Acquisition (SCADA) systems.

Communications via two-way radio, digital microwave radio, and wirelines is supported.



FEATURES / BENEFITS

Local Intelligence

MOSCAD is a micro-processor based RTU with large memory capacity that can make control decisions on-site based on status conditions and values from local and remote sources.

◆ *Local intelligence permits control decisions without the need for real-time messages from other supervisory centers; MOSCAD can operate in sophisticated control systems.*

Programmable

MOSCAD uses an advanced symbolic ladder-logic application language to develop the data base conditions, values, and RTU profile that must exist for each control action, message transmission, etc. to occur. Routines written in 'C' may be executed as part of the total application.

◆ *Powerful applications may easily be defined using industry accepted ladder logic and 'C'. The task is made easier by using the SCADA Application Development software and a PC-style computer.*

Protocols

MOSCAD uses the OSI-based MDLC communication protocol for all data signalling. Multiple 3rd-party protocols, including Modbus, DNP 3.0, PLC-5, X.25, and many more are also supported.

◆ *MDLC was specifically developed for two-way radio use but is completely applicable to wireline, microwave, and other media. It permits large volumes of data to be quickly transferred between terminals using packet data transmission techniques.*

◆ *A library of 3rd-party protocol drivers is available. Some drivers, such as DNP 3.0, replace the MDLC protocol. Other drivers, such as Modbus, provide connectivity on-site or between sites while retaining the benefits of MDLC.*



MOTOROLA

FEATURES / BENEFITS

Communications

MOSCAD permits communications to occur RTU-to-central and RTU-to-RTU (peer-to-peer). Communications may occur between individual units or may be broadcast to several units simultaneously. Store-&-forward may be employed to pass messages RTU-to-RTU throughout the system.

◆ *Direct communications where possible or repeated messaging over one or multiple communication media may be intermixed within the system.*

Upload/Download

MOSCAD, via the MDLC data transfer capability, uploads the data collected and calculated by the application program to a central site. It also receives downloaded changes in the application program and/or to the parameters that control how the application operates.

◆ *The process being supervised need not be static; operational variables and limits, and the process definition itself, can be easily changed and transmitted to the RTU from anywhere in the system. Site visits by maintenance personnel are not required.*

RS232/RS485

Connectors on the CPU module permit the connection of a terminal for application programming, or connection to other on-site devices to supervise their operation, and to the communication media device. An RS232 Multiplex accessory expands the connectivity of any single CPU port.

◆ *Multiple connectors, multiple communication protocols, and variable data speeds allow practically all external data devices to be connected to the CPU module.*

NEMA Enclosure

MOSCAD is provided in a painted steel NEMA-4 rated enclosure that contains the power supply, battery, two-way radio, CPU module, and space for five expansion I/O modules. Optional enclosures are available in stainless steel (NEMA-4X) or plastic; smaller enclosures in painted steel or plastic are available when no more than two expansion I/O modules are needed. The enclosure may be deleted when desired.

◆ *The correct enclosure for the environment is typically available.*

Rackmount

MOSCAD may be ordered on panels that permit direct mounting onto standard 19" equipment racks. The module panel contains space for one CPU module and up to seven expansion I/O modules; additional module panels may be added to extend the I/O module total to 63. Optionally, the module panel may be configured to support three, four, or eight CPU modules. The power supply and radio panel contains space for a second power supply and radio when required. Optionally, the module panel may be deleted and a three-module motherboard placed onto the power supply panel.

◆ *The correct configuration for rack mounted installations is available.*

CPU Module

The CPU module contains the microprocessor and associated RAM and flash memory to control the connected I/O modules, the radio, and the communication ports. Critical applications will benefit by the addition of a second, redundant CPU module with auto-switchover should the primary CPU fail.

◆ *All core functions, including system, application, and communication software, are contained in this module.*

I/O Modules

Digital and analog input, digital and analog output, and combination input/output modules are available for those on-site inputs and outputs.

◆ *The digital input module includes high-speed counter capability. The relays on the digital output module provide either momentary or latch operation.*

Dual Power Supply

MOSCAD is available with dual power supplies: a battery capable of fully powering the RTU and an AC operated power supply that also recharges the battery.

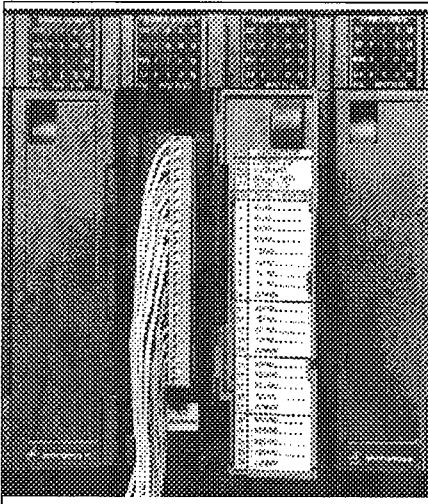
◆ *Dual power sources insure continuing operation during AC power failures.*

Diagnostics

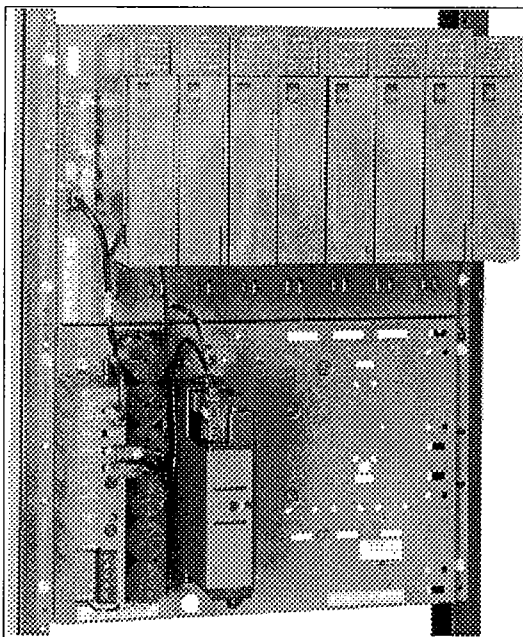
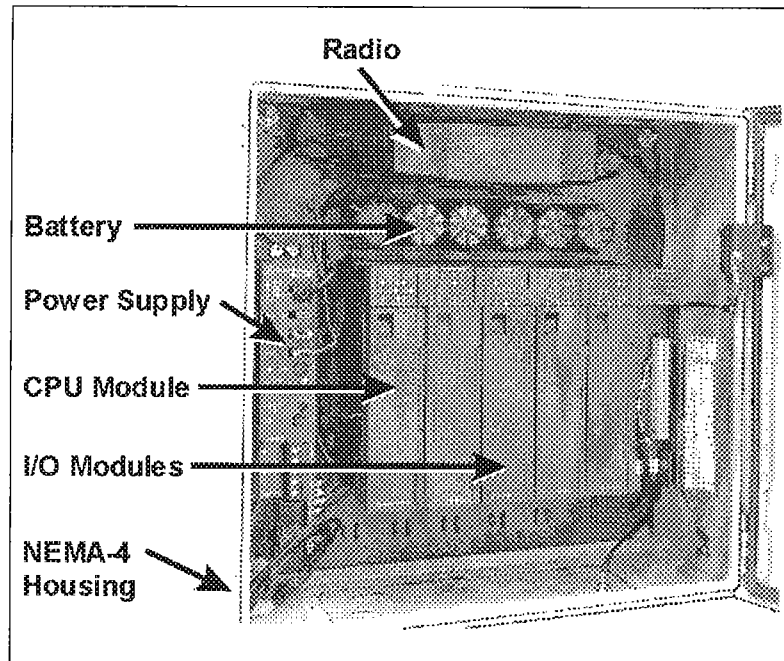
MOSCAD incorporates self-diagnostic software routines to help maintenance personnel identify and correct operational problems. The ladder-logic application itself can log operational problems and transmit that data to a supervisory terminal using MDLC.

◆ *Self diagnostics and error reporting capabilities, plus local LEDs, permit maintenance personnel to repair malfunctions in the shortest possible time.*

FEATURES / BENEFITS



Plug-in I/O module showing LEDs and user connector



Rack Mount with space for 7 I/O modules, expandable to 63

MOSCAD

Motorola SCADA Remote Terminal Unit

EXHIBIT M.4

SPECIFICATIONS

GENERAL

Physical: Standard: NEMA-4 painted steel enclosure (1-6 modules): 19.7" x 19.7" x 8.3"
Small (option): NEMA-4 painted steel enclosure (1-3 modules): 14.97" x 14.97" x 8.3"
Rack Mount (option): 12.25" x 19" module panel (1-8 modules) + 12.25" x 19" radio/power supply panel

Power Supply: MOSCAD provides 14.38 Vdc @ 8A from 120 Vac 50/60 Hz (230 Vac optional); 12 Vdc (nominal) battery

Environmental: -30 to +60°C; 95% RH @ +50°C

Expansion: Rack Mount: eight additional module racks of 16 may be added for 63 total I/O modules

COMMUNICATION MEDIA

Wireline Modem: Dial-up (PSTN), leased-line (point-to-point), or multidrop; data speeds from 0.6 to 2.4 kbps
See catalog sheet R3-11-93

Microwave: Direct RS232 connection to digital microwave; data speed of 19.2 kbps
Modem connection to analog microwave; data speed up to 2.4 kbps

Two-Way Radio:

Conventional 136-174 Mhz @ 5 watt power output; 12.5 kHz or 25 kHz channel bandwidths
136-174 Mhz @ 20 watt power output (including splinter channels); 12.5 kHz or 25 kHz channel bandwidths
403-470 Mhz @ 4 watt power output; 12.5 kHz or 25 kHz channel bandwidths
403-512 Mhz @ 20 watt power output; 12.5 kHz or 25 kHz channel bandwidths
800 Mhz range @ 15 watt power output
928-960 Mhz MAS @ 5 watt power output

Trunked 136-174 Mhz @ 20 watt power output; 12.5 kHz or 25 kHz channel bandwidths
450-470 Mhz @ 20 watt power output; 12.5 kHz or 25 kHz channel bandwidths
800 Mhz range @ 15 watt power output
900 Mhz range @ 12 watt power output

Emission F1 (DFM) and F3 (FSK and DPSK) available according to terms of system's radio license
Refer to the MOSCAD System Planner for FCC Type Acceptance information

Supplemental documents that describe the individual MOSCAD modules

CPU module	R3-11-82	Mixed I/O module	R3-11-88
16DI Digital Input module	R3-11-83	32dcDI Digital Input module	R3-11-89
16acDI Digital Input module	R3-11-84	60DI Digital Input module	R3-11-90
8AI Analog Input module	R3-11-85	32DO Digital Output module	R3-11-91
4AO Analog Output module	R3-11-86	Modems	R3-11-93
16DO Digital Output module	R3-11-87	8DO Digital Output (high current) module	R3-11-102

Copies available on the Internet at <http://www.motorola.com/MOSCAD>

Specifications subject to change without notice

**MOTOROLA**

Motorola U.S.A.
1301 E. Algonquin Road
Schaumburg, Illinois 60196
Phone: 1-888-567-7347

Motorola Canada Ltd.
3903 Victoria Park Avenue
North York, Ontario M2H 3H7
Phone: 1-800-268-5758

Motorola Latin America Division
8000 W. Sunrise Blvd.
Plantation, FL 33322
Phone: 1-954-723-8563

Motorola Asia Pacific Ltd.
39/FL Natwest Tower
Times Square, Causeway Bay
Hong Kong, PRC-SAR
Phone: 852-2966-4366

Motorola UK Ltd.
Jays Close, Viabes Industrial Estate
Basingstoke, Hampshire
RG22 4PD
Phone: +44-1256-484341

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Motorola is an Equal Employment Opportunity/Affirmative Action Employer

Visit us on the Web at <http://www.mot.com/MOSCAD>

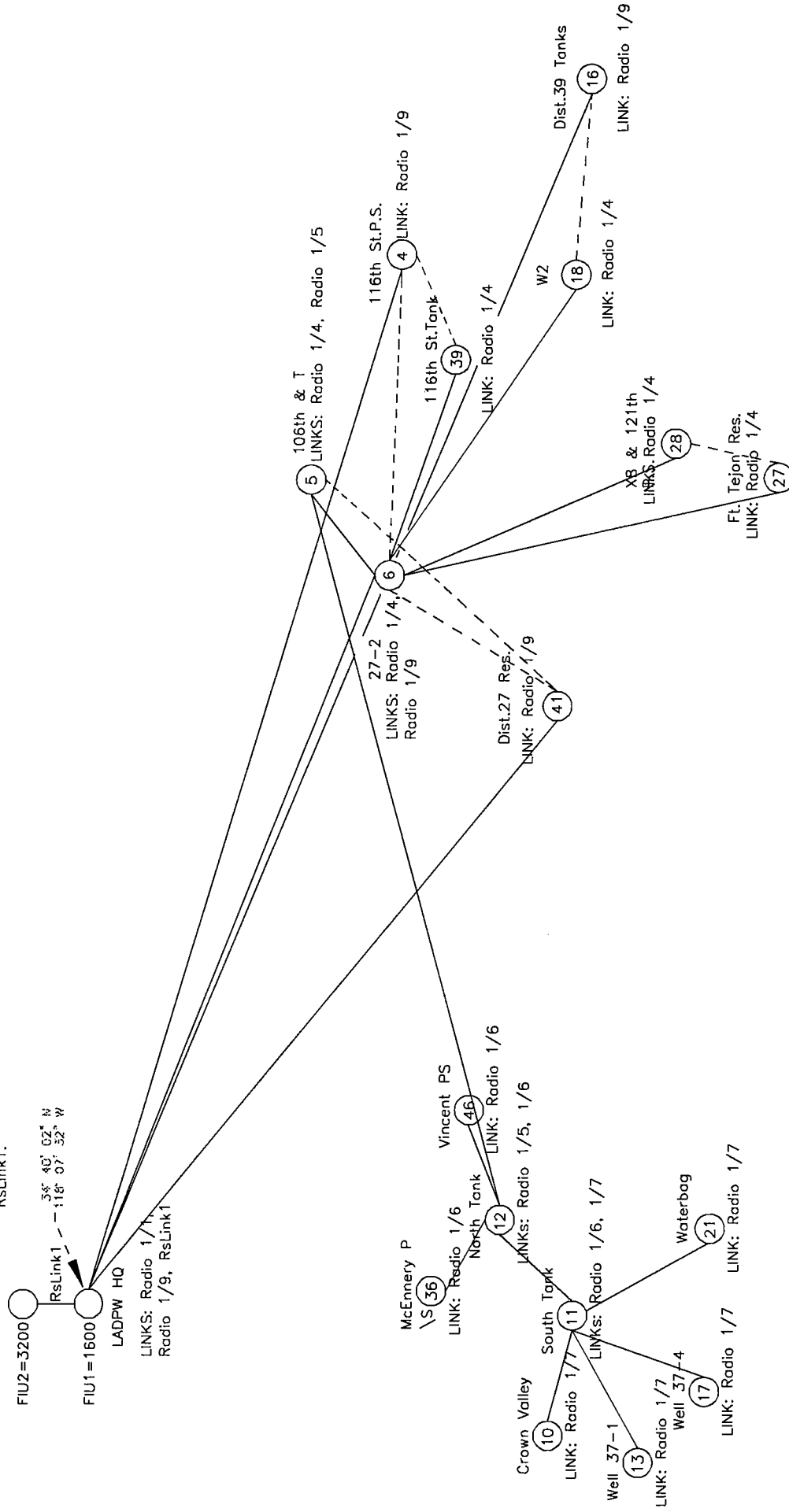
EXHIBIT N.1



BLOCK DIAGRAM – East Radio Links

	SIZE A	FSCM NO.	DWG NO. SYSBLKDCM - East	REV 0
SCALE NONE			SHEET 1 of 1	

Link to primary FIU shown. Data to secondary FIU is repeated via RsLink1. When RTUs report to secondary FIU2, data is repeated to FIU1 via RsLink1.

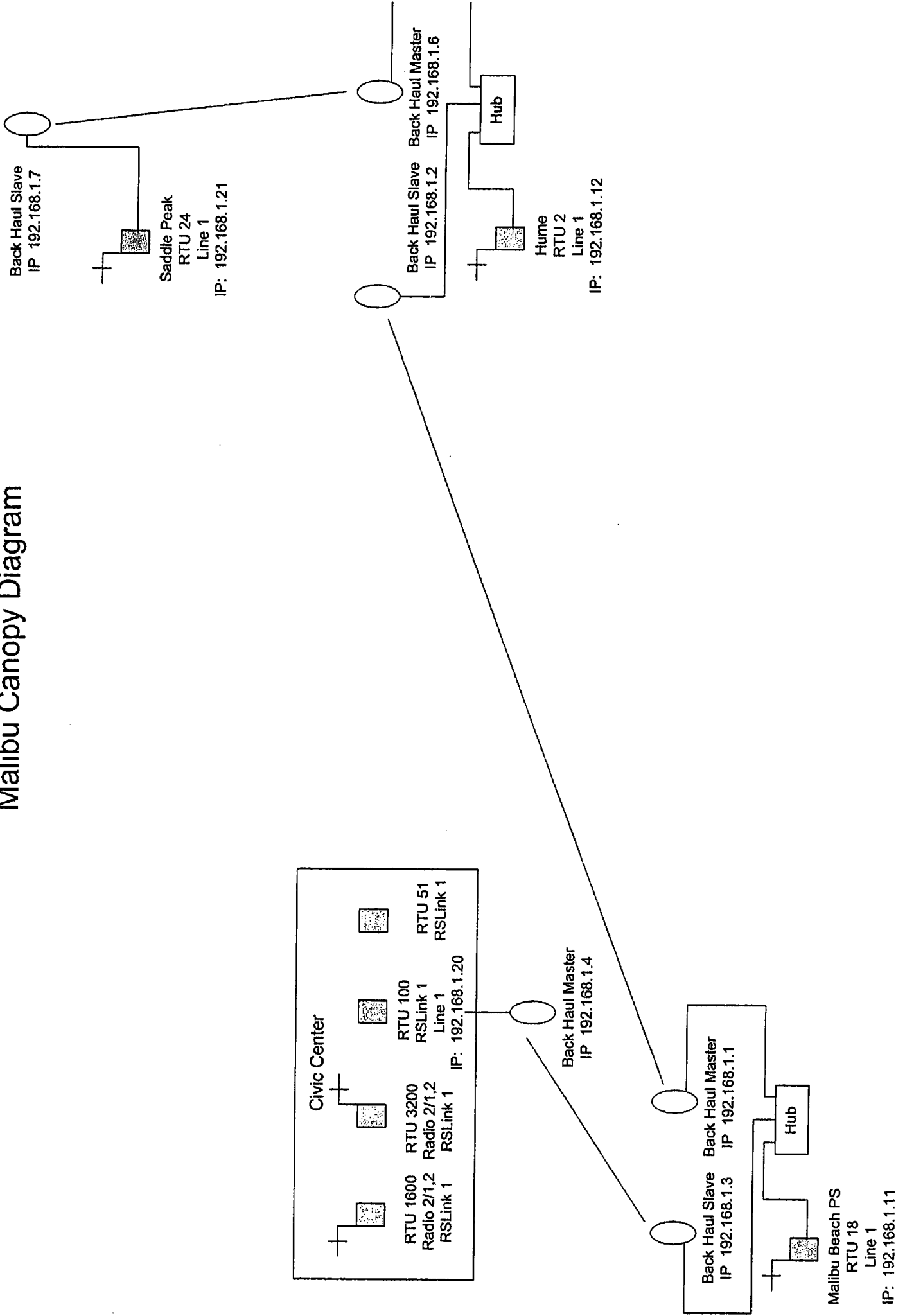


FREQUENCY: 453.03750 MHz
MODULATION: FSK
BAUD RATE: 2400

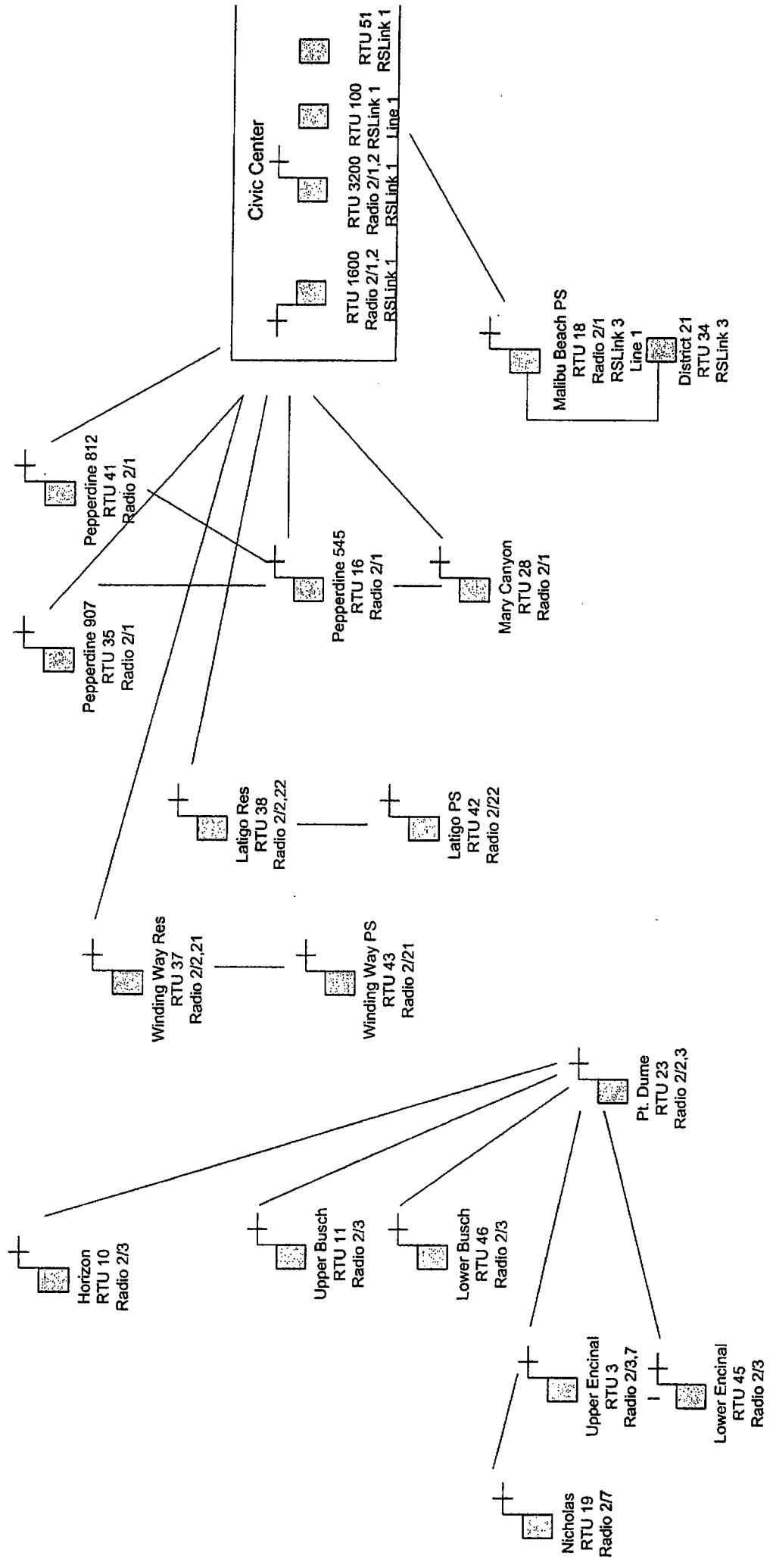
BLOCK DIAGRAM – South Radio Links

	SIZE A	FSCM NO.	DWG NO. SYSBLKDGM – SouthEast	REV 0
	SCALE NONE		SHEET 1 of 1	

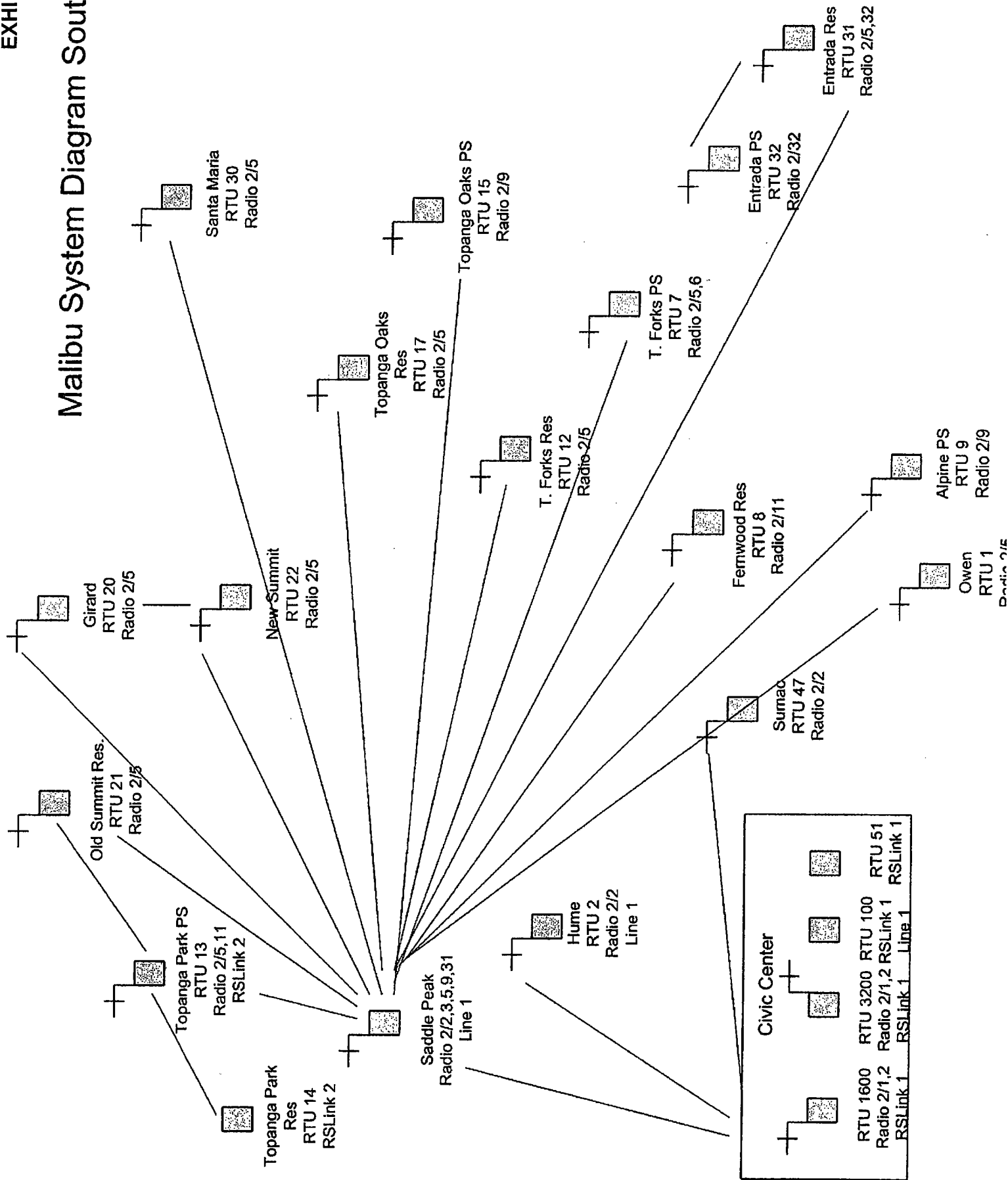
Malibu Canopy Diagram



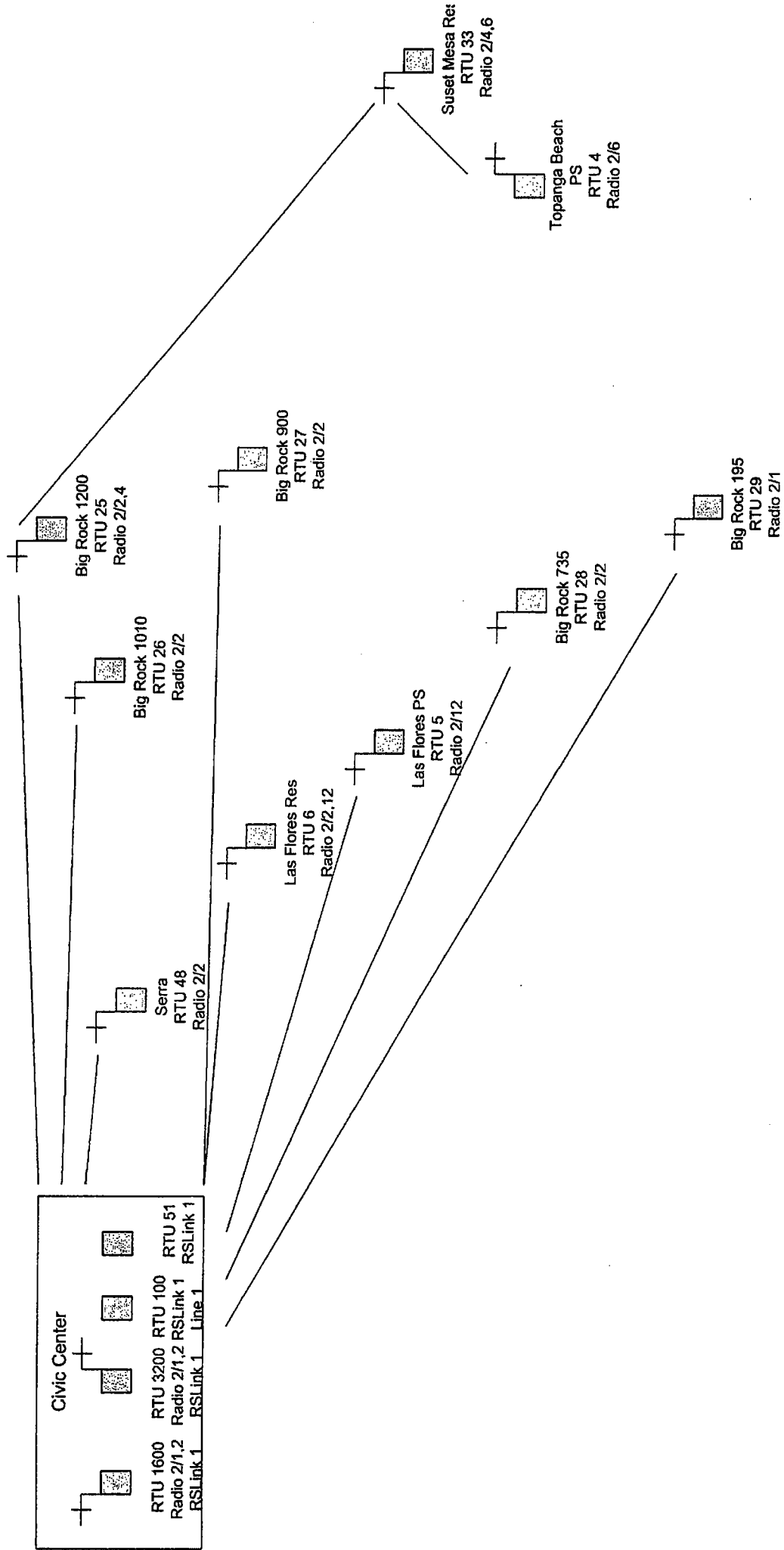
Malibu System Diagram North



Malibu System Diagram Southeast



Malibu System Diagram Southwest





Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

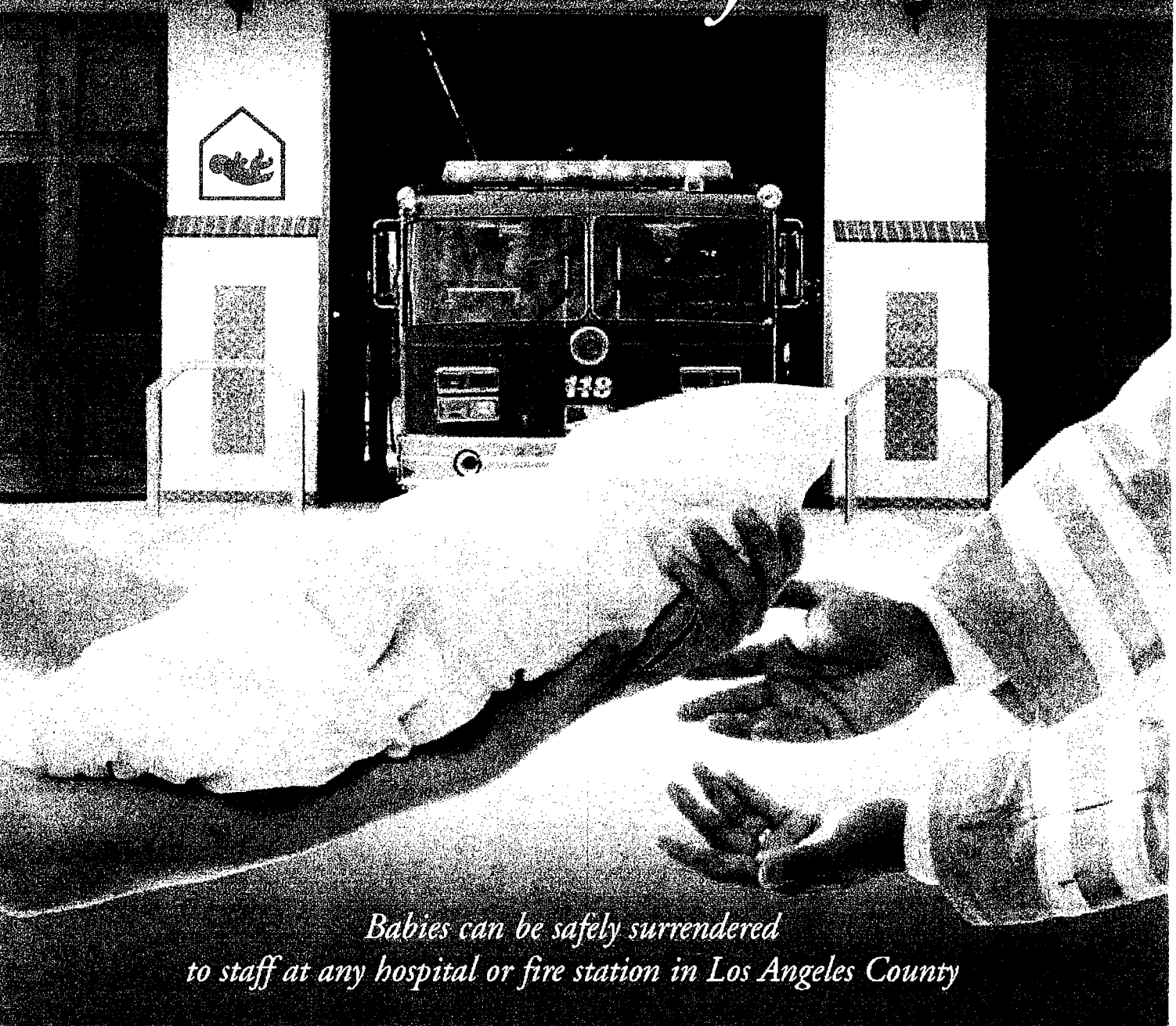
Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No. 205991



Printed on recycled paper

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

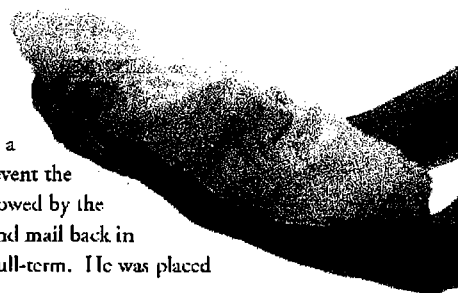
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

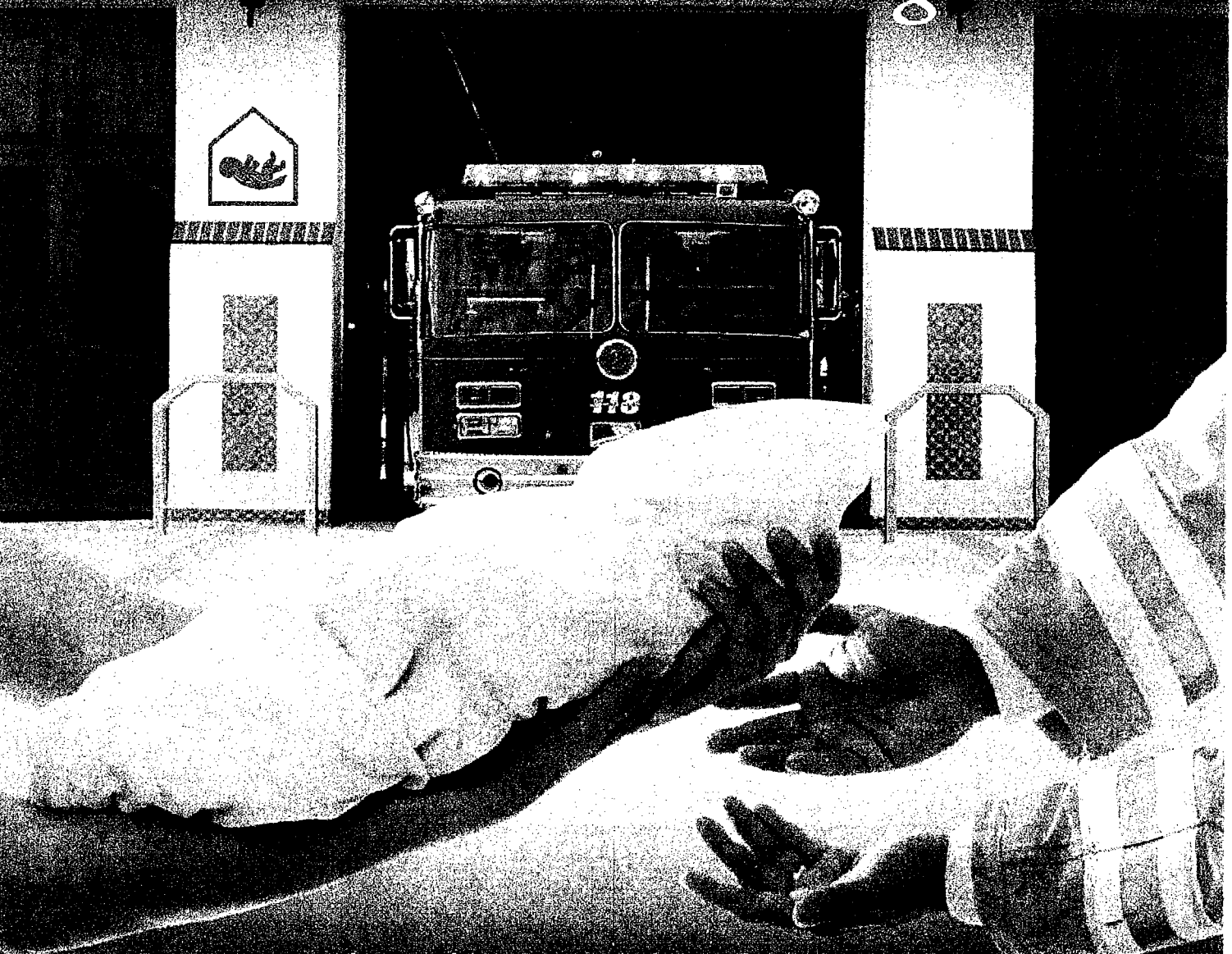
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

