



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **BRC-1**

March 30, 2021

NOTICE OF REQUEST FOR PROPOSALS FOR GEOGRAPHIC INFORMATION SYSTEM -CENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM (BRC0000203)

PLEASE TAKE NOTICE that Public Works requests proposals for the Geographic Information System (GIS) - Centric commercial-off-the-shelf (COTS) Enterprise Asset Management System (EAM System) (BRC0000203) contract. This contract has a potential maximum contract term of 6 years, consisting of an initial 1 year to implement the EAM System, followed by a 3-year term, and potential additional two 1-year option renewals. The initial contract term amount of this service is estimated to be \$250,000 for implementation and subsequent annual maintenance is estimated to be \$60,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <https://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Mr. Eric Fong at (626) 458-4077 or erfong@pw.lacounty.gov or Ms. Anna Leung at (626) 458-4072 or aleung@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/contracts>.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification System.**

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference

Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

NOTE: No subcontracting is allowed to meet any of the Minimum Mandatory Requirements.

1. Proposer must have an EAM System that is an existing COTS solution that is currently being offered as a fully managed Software as a Service solution supported by the proposer.
2. Proposer must have completed at least five successful implementations of the proposed EAM System solution for public agencies within the last 5 years, including at least one public agency with comparable asset inventories (at least 1.2 million asset records) to the County within the last 5 years.
3. Proposer must have the proposed EAM System in production for horizontal or underground infrastructure asset management (e.g., streets, water distribution, or wastewater collection) for at least five referenceable public agencies, including fully functional GIS capability, within the last 5 years.
4. Proposer must have the proposed EAM System in production for vertical infrastructure asset management (e.g., plants and buildings) for at least five referenceable public agencies within the last 5 years.
5. Proposer must have managed or led at least five successful referenceable integrations of the proposed EAM System with the ESRI ArcGIS System within the last 5 years.
6. Proposer must be a member of ESRI Partner Network Gold tier or higher.

An optional pre-proposal conference will be held on April 13, 2021, at 10 a.m via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in-sheet through the website listed below. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to familiarize themselves with the work and their requirements before

submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. The deadline to submit written questions for a response is **Thursday, April 15, 2021, by 5:30 p.m.**

A link to sign-in and join the meeting can be found at the following website: <https://pw.lacounty.gov/contracts/opportunities.aspx>

The deadline to submit proposals via BidExpress is Monday, May 3, 2021, at 5:30 p.m. Please direct your questions to Mr. Fong or Ms. Leung.

IMPORTANT NOTICE

Due to the closure of Public Works Headquarters for non-County employees, submission of proposals **will only be accepted electronically**. **Submission of hard copy proposals will not be accepted.**

PROPOSAL MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposal:

Proposals must be submitted electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files.

Proposals received after the closing date and time specified in this Notice of RFPs will be rejected by Public Works as nonresponsive.

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

March 30, 2021
Page 4



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA
Director of Public Works

A handwritten signature in black ink, appearing to read 'D. MacGregor'.

DAVID MACGREGOR
Deputy Director

EF:ep

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Enc.

Follow this detailed guide to get set up and start bidding on bidexpress.com today!

How to register and get your Info Tech Digital ID...

1. To complete the registration process for your company, go to www.bidexpress.com and click the blue Register button at the top right of the page.
2. Enter your name in the First Name and Last Name fields. This name will appear on the registration page for your company. Type in your email address.

NOTE: This email address will become your username for the account. It is also where all email notifications from the agencies with which you bid will be received.

3. Create a secure password for your account. The password must be at least eight characters long and contain at least one capital letter, one lowercase letter, one number, and one symbol.
4. Select a security question and provide your answer. The answer to this question will be requested of you each time you've clicked that you've forgotten your account password and is case sensitive.
5. Next, complete the Business Name and contact information fields. After doing so, agree to the Privacy Policy, Terms of Use, and DMCA Policy at the bottom of the registration page and click the green **REGISTER** button. The Bid Express service sends a registration confirmation email to the address entered as the username.
6. Click the Activate Account link in the email. Enter the password you used on the registration page in the Password field and click **ACTIVATE**. The Bid Express service displays the HOME tab where you must install the Info Tech Express Sign Tool and Generate an Info Tech Digital ID.
7. Click **INSTALL SIGN TOOL**. Note that you will have to install the sign tool on every computer you wish to set up for bidding. Once installed, close your internet browser and start it back up.
8. Click the blue **GENERATE DIGITAL ID** link. This will walk you step by step through creating a Digital ID for your company.
9. The blue and gray My Info Tech Digital ID page appears. Click the blue **CREATE** button to continue your ID generation.
10. A United States map pop-up will appear. Select the agency or agencies with which you intend to do business with and click the blue **NEXT**.

NOTE: If you do not see the agency you plan to bid to, you may need to alternatively subscribe to our second site, bidx.com. You may click the "Try the Bidx.com service" link from the top of this same pop-up to navigate to the correct site.

11. A Create an Info Tech Digital ID pop-up will appear. Confirm that the name of the person listed in the screen is the authorized signer for your company, your company name matches how you would like to submit bids to the agency(s), and click **SUBMIT**.

NOTE: If the person listed for your company is not the authorized signer, cancel ID generation. The back of this quick start guide will assist you with changing the contact information associated with your login, or inviting the appropriate authorized signer to your company.

12. The wizard will load and then prompt you to back up your new Digital ID. Click **BACKUP**, then enter a password for the backup file of your Digital ID in the Password and Verify Password fields. This password will be used when importing the Digital ID to another computer for bidding. DO NOT FORGET THIS PASSWORD, as there is no way for the Bid Express team to retrieve or reset it. Click **OK**.

13. Save the Digital ID backup file to a memory stick, CD, company server, or other secure location outside of this computer for safe keeping.
14. Add the signer's name to the file name from Info Tech Express Digital ID.pfx so it will more recognizable when used for importing the backup file, (eg. John_Smith_Digital_ID.pfx). This will ensure you do not confuse your company's other Digital IDs. Once you have entered the Digital ID name and location, click **SAVE**. The Bid Express service returns you to the Bid Express Digital ID Generation window. Click **NEXT**.
15. Click **PRINT** to print a copy of the new registration page to have signed/notarized and mailed to our Customer Support team; the address will be on the page.

NOTE: Customer Support must receive this page for processing before the due date of the job you wish to bid. When you have finished printing the document, close the print window and click **FINISH**.

16. When your Digital ID is activated, the red Digital ID field on the home page of your new account will disappear and you will be able to begin purchasing and bidding on solicitations posted by the agencies with which you work.

How to bid...

1. To select a solicitation to bid, click on the drop down menu in the top left corner of the screen and choose Bid Express. From the Bid Express homepage, click the Solicitations tab at the top of the screen. Find the solicitation from the list; if you have a keyword for the job, type it in the search box to the top right.
2. Click on the blue job name. When you've determined you want to bid the job, click the green Select for Bidding button at the top right. You will then be prompted to opt for the Pay As You Go approach or a Monthly Subscription. After completing your purchase, you will be navigated into the project to complete your bid.
3. As you are working, make sure to click Save Draft as you work. When the bid is ready for submission, simply click the green Submit Bid button at the top and then click Submit Bid again to confirm. The job will submit and you will receive an email for your bid submission receipt.

Change your contact information or invite a user...

1. Click the drop down menu in the top left corner of the screen and select My Account.
2. If you do not wish to invite additional users to your business but need your Info Tech Digital ID to reflect the name of your authorized signer, click the blue **EDIT** button in the top right corner of the My Account section. Change just the First and Last Name fields and click **UPDATE**. You may now generate a digital ID to reflect this person's name.
3. If you need to invite a new user to your company, scroll down to the Employees field from the My Account screen. Type the email address of the additional user(s) and click Invite Employee.

NOTE: You will need to assign the new user a role from this same screen after they've completed their registration, and a role from the Bid Express site. **CLICK** the Help tab at the top of the Bid Express page for an explanation of roles under the My Business section.

4. Click the drop down in the top left corner of your account and select Bid Express to do so. You can manage the additional roles for each user from the My Business tab.

NOTE: If you want to create a Joint Venture Digital ID for bidding, follow the steps above from the beginning. You will need to create a separate account for the Joint Venture because our system will see it as a separate company entirely.

Where to get help...

Customer support hours are **7:00 a.m. to 8:00 p.m. EST**, Monday through Friday (excluding major U.S. holidays). Our toll free number is **(888) 352-BIDX(2439)**, our email is **support@bidexpress.com**.

LOS ANGELES COUNTY

PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

**GEOGRAPHIC INFORMATION SYSTEM-CENTRIC
ENTERPRISE ASSET MANAGEMENT SYSTEM
(BRC0000203)**



Approved March 30, 2021
MARK PESTRELLA
Director of Public Works

By: 
Deputy Director

**REQUEST FOR PROPOSALS
GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET
MANAGEMENT SYSTEM SERVICES**

TABLE OF CONTENTS

1. Introduction and Overview
2. Scope of Work
3. Schedule for Services
4. Compensation
5. Services by the County
6. General Conditions
7. County Preference Programs
8. Format of Proposal
9. Evaluation Criteria

EXHIBIT

- A. Scope of Work
 - A.1 - Functional Requirements (see Form 22, System Requirements Response Form)
 - A.2 - Technical Requirements
- B. Pricing Schedule

REQUIRED FORMS

- | | |
|-------|--|
| PW-1 | Verification of Proposal |
| PW-2 | Intentionally Omitted |
| 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 County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form |
| PW-10 | GAIN and GROW Employment Commitment |
| PW-11 | Transmittal Form to Request a Solicitation Requirements Review |
| PW-12 | Charitable Contributions Certification |
| PW-13 | Proposer's List of Terminated Contracts |
| PW-14 | Proposer's Pending Litigations and Judgments |

PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Familiarity with the County Lobbyist Ordinance Certification
PW-20	Disallowed Cost Attestation
PW-21	Compliance with Minimum Requirements
PW-22	System Requirements Response Form

ATTACHMENTS

1. Sample Contract
2. Additional Information Technology Provisions
3. Indemnification and Insurance Provisions
4. Safely Surrendered Baby Law Flyer
5. Defaulted Property Tax Reduction Program
6. Performance Requirements Summary
7. Information Security and Privacy Requirements

**REQUEST FOR PROPOSALS
GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET
MANAGEMENT SYSTEM SERVICES**

1. INTRODUCTION AND OVERVIEW

1.1 General

THIS REQUEST FOR PROPOSALS IS A QUALIFICATIONS AND COST-BASED SOLICITATION. The County of Los Angeles (County) is inviting proposals from qualified firms to provide a Geographic Information System (GIS)-centric commercial-off-the-shelf (COTS) Enterprise Asset Management (EAM) system (collectively, "EAM System") and Related Services as outlined in Exhibit A, Scope of Services.

The contemplated contract for the EAM System and related services (Contract) will begin on the Effective Date of the Contract. The EAM System should take no longer than one (1) year to implement by the successful contractor. Following successful implementation of the EAM System and after Final Acceptance of the EAM System, the term of the Agreement will be for an additional three (3) years with two (2) optional one-year renewal periods, for a not to exceed contract term of six (6) years. No work will proceed until a Notice to Proceed is issued by the County.

1.2 Proposals – Minimum Mandatory Requirements

Proposers are requested to submit proposals offering GIS-centric Enterprise Asset Management System and Related Services in accordance with Section 2, and in a format specified in Section 8 (Format of Proposal) of this Request for Proposals (RFP). Proposer shall meet the following minimum mandatory requirements listed below, and complete Form PW-21 (Minimum Mandatory Requirements), to be qualified to submit a proposal:

NOTE: No subcontracting is allowed to meet any of the Minimum Mandatory Requirements.

1.2.1 Proposer must have an EAM System that is an existing commercial-off-the-shelf solution (COTS) that is currently being offered as a fully managed Software as a Service (SaaS) solution supported by the Proposer.

1.2.2 Proposer must have completed at least five (5) successful

implementations of the proposed EAM System solution for public agencies within the last five (5) years, including at least one (1) public agency with comparable asset inventories (at least 1.2 million asset records) to the County within the last five (5) years.

1.2.3 Proposer must have the proposed EAM System in production for horizontal or underground infrastructure asset management (e.g., streets, water distribution, or wastewater collection) for at least five (5) referenceable public agencies, including fully functional GIS capability, within the last five (5) years.

1.2.4 Proposer must have the proposed EAM System in production for vertical infrastructure asset management (e.g., plants, buildings) for at least five (5) referenceable public agencies within the last five (5) years.

1.2.5 Proposer must have managed or led at least five (5) successful referenceable integrations of the proposed EAM System with the ESRI ArcGIS system within the last five (5) years.

1.2.6 Proposer must be a member of ESRI Partner Network Gold tier or higher.

1.3 Tentative RFP Schedule

Tentative RFP Schedule	Date
RFP Release	March 30, 2021
Optional Pre-Proposal Conference	April 13, 2021
Questions Due	April 15, 2021
Proposals Due by 5:30 p.m.	May 3, 2021
Estimated Contract Award	December 2021

1.4 Contractor Selection

County will select a successful Proposer based on the Proposer's qualifications which represent the best service and best value to the County, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the "Contractor" in this RFP.

1.5 Processing of this RFP will be handled in the following manner:

1.5.1 An initial pass/fail evaluation will be made for each proposal to

determine whether the minimum mandatory requirements required by Section 1.2 (Proposals – Minimum Mandatory Requirements) are met and are included in each proposal.

- 1.5.2 Proposers that pass the initial pass/fail evaluation will be submitted to the Evaluation Committee for evaluation and rating. The County may utilize the services of appropriate subject matter experts to assist in the evaluation process.
- 1.5.3 All proposals that pass the initial pass/fail evaluation will be evaluated by the Evaluation Committee who may recommend a Proposer for award of the Agreement. Demonstrations will be evaluated by the Evaluation Committee, and the scores from the written proposals and with the scores from the demonstrations (if conducted) will be combined so that a Proposer can be recommended for award. The recommendation for selection will be made on the basis of qualifications, demonstrated competence, and technical response to the RFP without regard to race, creed, color, or gender. The County, at its sole discretion, reserves the right to reject any and all Proposals or waive minor deficiencies, irregularities, or technicalities in any proposal, if determined to be in the County's best interest.
- 1.5.4 When the recommendation by the Evaluation Committee is approved by Public Works, the highest ranked Proposer(s) will be invited to negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next highest rated Proposer who submitted a proposal, as determined by the County. The County reserves the right to negotiate the terms, conditions, and price of the Proposal(s), 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 in accordance with the evaluation criteria set forth in this RFP. The negotiation with the Proposers will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a proposal, as determined by the County.

In the event that additional elements, changes, or enhancements to

existing elements contained in this RFP may be required, Public Works reserves the right to negotiate with the Contractor(s) to cause these changes to be incorporated in the Contract.

1.5.5 Upon approval of award of contract by the Board of Supervisors, the County will process a Contract with the selected Proposer.

1.5.6 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposer and the terms of any resultant Contract, and to determine which Proposer best serves the interests of the County. The Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.6 Management of the Contractor

The Contractor shall take all formal direction from the County Project Manager assigned the responsibility for the project. All activities related to administration of the Contract will be managed by the County Project Manager.

1.7 County's Ownership of Materials and County Data

All materials, documents, reports, and other information developed by the Contractor for the County pursuant to this Contract, and all works derived therefrom, and all intellectual property and proprietary rights in these materials, documents, reports, and other information of all types, shall be the sole and exclusive property of the County. All County Data shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. County Data shall not be used by Contractor for any purpose other than as required under the resultant Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of, to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor its officers, directors, employees, or agents.

2. **SCOPE OF WORK**

See Exhibit A, Scope of Work.

3. **SCHEDULE OF SERVICES**

- 3.1 After successful negotiations, award of Contract, and Contract execution, a Notice to Proceed will be issued for the Contract as provided for in this RFP.
- 3.2 The term of the Contract will be in accordance with Section 1 (Introduction and Overview) of this RFP.
- 3.3 System implementation should take no longer than one (1) year from the date a Notice to Proceed is issued.
- 3.4 If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

4. COMPENSATION

The Contractor shall be compensated based on Exhibit B, Pricing Schedule, as approved by the County for implementation and once Final Acceptance has been achieved, for Maintenance and Support Services. The Contractor's prices shall remain firm and fixed for the term of the Contract.

The County will reimburse the Contractor for additional copies of reports and any other written requests outside the Scope of Work. Mileage is not reimbursable. Special circumstances for other costs may be authorized, if pre-approved in writing by County.

- 4.1 Invoices shall include a breakdown of work completed and all County approved authorized reimbursable expenses incurred with detailed backup documentation.
- 4.2 A Cost of Living Adjustment will not be granted.
- 4.3 Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization: When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting

expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified Subcontractor's Local Small Business Enterprise (SBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the Subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed Subcontractor who performed work on the project. The Subcontractor may be requested to confirm receipt of the actual payment to the Subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in the Sample Contract, Paragraph 32, Liquidated Damages, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Sample Contract, may deduct and withhold liquidated damages from County's final payment to the Contractor.

4.4 Contractor shall provide access to the System, defined in Exhibit A, Scope of Work, to all County specified users of the System, including contractors and subcontractors at no additional cost.

5. SERVICES BY PUBLIC WORKS

5.1 Public Works will provide access to all relevant data in its possession. However, the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Contractor shall be responsible for evaluation of all information supplied by Public Works.

5.2 County Project Manager

The County Project Manager is the person assigned by Public Works to oversee, direct, and coordinate this project and act as liaison to the other County departments and agencies.

6. GENERAL CONDITIONS

6.1 General Conditions

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the County reserves the unqualified right to cancel this RFP and to reject any or all proposals for any reason.

6.2 County's Responsibilities

County is responsible only for that which is expressly stated in this RFP or any future addenda, also referred to as notices, that may be issued to this RFP. 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.

6.3 Cost of Proposal

The County shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this request.

6.4 Compliance with RFP

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

6.5 Truth and Accuracy of Representations

Substantially false, misleading, incomplete, or unresponsive statements and/or failure to adhere to the format herein described may be sufficient cause for rejection. The evaluation and determination of the fulfillment of the above requirement shall be in the County's sole judgment and shall be final.

6.6 Contract Execution

The resultant Contract of this RFP shall be executed and returned by the

selected Contractor within ten (10) calendar days from the time of receipt of the Contract (see sample Contract, Attachment 1). If the contract is not returned within ten (10) calendar days, the County may opt to cancel the award to the Contractor.

6.7 Acceptance of Terms and Conditions

Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments and addenda thereto. Any and all parts of the submitted proposal may become part of any resultant Agreement between the selected Contractor and the County.

6.8 County's Changes to RFP

County reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda (or also referred to as Notice) to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda will be made available to each person or organization who has registered through the Department of Public Works "Doing Business with Public Works" website for this RFP at <http://pw.lacounty.gov/general/contracts/opportunities/>. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the Proposal found non-responsive and/or the Proposer non-responsible.

6.9 Proposer Changes to Proposal

Until the proposal submission deadline, errors in proposals may be corrected by submitting a request in writing to withdraw the proposal and by submission of a replacement proposal with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

6.10 Consistency with Laws

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

6.11 Notice to Proposers Regarding the Public Records Act

Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended proposer's proposal, the County completes contract negotiations and obtains a letter from an authorized officer of the recommended proposer that the negotiated contract is a firm offer of the recommended proposer, which shall not be revoked by the recommended proposer pending the department's completion of the process under the applicable protest policy as set forth in this RFP and approval by the Board of Supervisors and (b) with respect to all other proposers, the County recommends the recommended proposer to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the bid/proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

In the event the 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 "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

6.12 Contact with County Employees

As of the issue date of this RFP and continuing until the final date for submittal of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions regarding the RFP with County employees. During the submittal period, questions regarding this RFP may be directed to the person indicated in the cover letter or e-mailed to:

Los Angeles County Public Works
Business Relations and Contracts Division - 8th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

Attention Mr. Eric Fong
E-Mail: erfong@dpw.lacounty.gov
Telephone: (626) 458-4077

Or

Attention Ms. Anna Leung
E-Mail: aleung@dpw.lacounty.gov
Telephone: (626) 458-4072

Contact with any other County official or employee during the submittal period regarding this RFP may be cause for immediate disqualification of the Proposer as determined in the sole discretion of the County.

6.13 County of Los Angeles Lobbyist Ordinance

The County 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 County Code Chapter 2.160. In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the Ordinance. As part of this solicitation process, it is the responsibility of each Proposer to review the Ordinance independently as the text of said Ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this RFP must certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010 and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Form 4, as part of their proposal.

6.14 Gratuities

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.

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.

Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

6.15 Consideration of GAIN/GROW Program Participants for Employment

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 Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' 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.

6.16 Child Support Compliance Program

Proposer is required to fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees. Proposer is required to fully comply with all lawfully served wage and earnings assignment orders and notices of assignment 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 or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

6.17 Federal Earned Income Credit

Contractor shall notify its employees, and shall require each sub-consultant 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. A copy of the notice is available at this website: <http://www.irs.gov/pub/irs-pdf/n1015.pdf>.

6.18 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Attachment 1, Sample Contract, Recycled Bond Paper section.

6.19 County Policy on Doing Business with Small Business

6.19.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

6.19.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Section 7.2 (County's Preference Programs) of this RFP.

6.19.3 The County also has a policy on Doing Business with Small Business.

6.19.4 Local SBE Prompt Payment Program

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

6.20 Indemnification and Insurance

The County's insurance requirements specify that Contractors should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A:VII. A Best rating of A:VII indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders. Contractor shall comply with indemnification and insurance provisions specified in

Attachment 3 of this RFP which will be incorporated into the Contract.

6.21 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate the Contract.

6.22 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor for reimbursement.

6.23 Determination of Proposer Responsibility

6.23.1 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 contract. It is the County's policy to conduct business only with responsible contractors.

6.23.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the 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.

6.23.3 The County may declare a Proposer to be non-responsible for

purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with 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 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.

- 6.23.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall 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 the Department's recommendation.
- 6.23.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 6.23.6 The terms shall also apply to proposed subcontractors of Proposers on County contracts.

6.24 Proposer Debarment

- 6.24.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from 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 circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors 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, 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.

- 6.24.2 If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 6.24.3 The Contractor Hearing Board shall 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 shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 6.24.4 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.24.5 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.
- 6.24.6 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. After 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 procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.24.7 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

6.24.8 The link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County is:
<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

6.25 County's Quality Assurance Plan

The County, or its agent, will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

6.26 Contractor Employee Jury Service Program

The prospective contract is subject to the requirements of the County's Employee Jury Service Ordinance (Jury Service Program) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program and the pertinent jury service provisions of the model/sample contract, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

Proposers that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

6.26.1 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.

6.26.2 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 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 twelve months which, if added to the annual amount of this 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.

- 6.26.3 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 the Certification Form and Application for Exception 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.

6.27 Contractor Registration with the County of Los Angeles

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>. If awarded a contract and Contractor does not have a valid vendor number, payments will be delayed until the Contractor is registered.

6.28 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. 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/termination of this Contract 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 Contract.

6.29 Notice to Employees Regarding the 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 the County of Los Angeles, and how to safely surrender a baby. The fact sheet is set forth as an Attachment to this solicitation document. It is also available on the Internet at www.babysafela.org for printing purposes.

6.30 Notification to County of Pending Acquisitions/Mergers by Proposing Company

Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the vendor on Required Form PW-1, Verification of Proposal. Failure of the vendor to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Form PW-1 during the pendency of this RFP by providing a revised Form PW-1 to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

6.31 Additional Information Technology Provisions

See Attachment 2, Additional Information Technology Provisions to this RFP.

6.32 Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

6.33 Protest Policy Review Process

Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described herein and below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in Sections 6.33.1 through 6.33.6 below. Under any such review, it is the responsibility of the proposer challenging the decision of a County department to demonstrate that the department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

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 of Los Angeles to do so.

6.33.1 Department Level Reviews

Unless State or Federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

6.33.2 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation by completing Form PW-11, Request for a Solicitation Requirements Review. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

6.33.2.1 The request is made within the time frame identified in the

solicitation document (generally within ten business days of issuance of the solicitation document).

6.33.2.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.

6.33.2.3 The request itemizes in appropriate detail, each matter contested, and factual reasons for the requested review.

6.33.2.4 The request asserts either that:

- a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
- b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

6.33.2.5 Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the department's sole discretion, be denied.

6.33.2.6 The Solicitation Requirements Review will be completed and Public Works' determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Proposal due date.

6.33.3 Disqualification Review

A Proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/Proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.

Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a Transmittal Form to Request a Disqualification Review within the timeframe specified in the disqualification document.

A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

- 6.33.3.1 The request for a Disqualification Review is submitted within the timeframe specified in the disqualification review.
- 6.33.3.2 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.

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

6.33.4 Departmental Debriefing Process

Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Works may inform the requesting Proposer of its relative ranking.

During or following the debriefing, Public Works will instruct the requesting Proposer of the manner and time frame in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

6.33.5 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

- 6.33.5.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works;
- 6.33.5.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the Proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. Public Works made identifiable mathematical or other errors in evaluating bids/Proposals, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
 - c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the

evaluation.

- d. Another basis for review as provided by State or Federal law.

- 6.33.5.4 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored Proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall 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. The written decision shall additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, below.

6.33.6 County Independent Review

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 6.33.6.1 The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works); and
- 6.33.6.2 The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph above.

Proposer that request a County Independent Review may not add new assertions or documentation to the assertions presented in

their Proposed Contractor Selection Review. Proposers may remove assertions presented in their Proposed Contractor Selection Review if they feel that the department response has resolved their assertion

Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

6.34 County's Defaulted Property Tax Reduction Program

The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Attachment 5, and the pertinent provisions of the sample Contract, Attachment 1, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of an Contract or initiation or debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

6.35 County's Request to Replace Contractor's Personnel

If the County determines, in its sole discretion, that the performance or conduct of any of Contractor's personnel on the Project is unsatisfactory, County reserves the right to request that the Contractor replace such personnel for the Project. In the event the County makes such a request, the Contractor shall promptly comply with such request.

6.36 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding

the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

6.37 Injury & Illness Prevention Program

Contractor shall 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.

6.38 Background and Security Investigations

Background and security investigations of Contractor 's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

6.39 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision and the Independent Contractor Status provision contained in Sample Contract.

6.40 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form PW-5 - Conflict of Interest Certification.

6.41 Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

6.42 Contractor Independence

A Proposer or its subsidiary or Subcontractor (Proposer), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer has provided advice or consultation for the solicitation. A Proposer is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

6.43 Proposals Submitted

Only one proposal from an individual, firm, partnership, corporation, or association may be submitted. Using the same or different names to submit additional proposals is not acceptable, and such proposals will not be considered. If the County has reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated, the proposal may be rejected as nonresponsive and/or nonresponsible. If the County has reason to believe that collusion exists among the Proposers, the proposals will be rejected, and such Proposers and participants may be subject to debarment.

6.44 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Commitment to Zero Tolerance Human Trafficking provision as defined in "Compliance with County's Zero Tolerance Human Trafficking" in the Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.45 Contracting with Current and Former County Employees (County Ordinance 2.180)

Proposer shall comply with the provisions under County Ordinance 2.180.

Notwithstanding any other section of the Los Angeles County 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:

6.45.1 Employees of the county or of public agencies for which the board of supervisors is the governing body;

6.45.2 Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;

6.45.3 Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, 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 or its service specifications; and

6.45.4 Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

6.46 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952). Contractors are required to complete Compliance With Fair Chance Employment Hiring Practices Certification Form (Form 19) certifying that they are in full compliance with Section 12952, as indicated in the Sample Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

6.47 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer

(EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.48 Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. Proposer shall provide an attestation.

6.49 Compliance with County Policy of Equity

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

6.50 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.

6.51 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 calculated, the corrected total will be considered as representing the Proposer's intentions.

6.52 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.

7. **COUNTY'S COMMUNITY BUSINESS ENTERPRISE AND PREFERENCE PROGRAMS**

7.1 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, available for review at Public Works, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

- 7.1.1 Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
- 7.1.2 Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
- 7.1.3 Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
- 7.1.4 Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
- 7.1.5 Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 7.1.6 Proposer provided interested CBEs with information about the project and requirements for selected subcontractors.
- 7.1.7 Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs (dcba.lacounty.gov or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: CBESBE@dcba.lacounty.gov. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov.

- 7.1.8 Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
- 7.1.9 Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 7.1.10 Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
- 7.1.11 Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.
- 7.1.12. Proposer is a certified CBE.
- 7.1.13. The Proposer's CBE participation shall be reflected in the CBE Form.
- 7.1.14. Public Works will answer questions from Proposers regarding CBE participation.
- 7.1.15. The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

7.2 COUNTY'S PREFERENCE PROGRAMS

7.2.1 Overview of County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in this solicitation.

In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation. Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

The County also has a Policy on Doing Business with Small Business.

7.2.2 Local Small Business Enterprise (LSBE) Preference Program

The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the

requirements set forth above prior to requesting the LSBE Preference in a solicitation.

To apply for certification as an LSBE, businesses should contact the County of Los Angeles Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>

Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Request for Preference Program Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the proposal due date.

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 Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

7.2.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

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

7.2.4 Social Enterprise (SE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA) as a SE.

The DCBA shall certify that a SE meets the criteria.

Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Request for Preference Program Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the proposal due date.

Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

7.2.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies.

Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Request for Preference Program Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the proposal due date.

Information about the State's DVBE certification regulations is found 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 Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

8. FORMAT OF PROPOSAL

The response to this RFP shall be made according to the requirements set forth in this Section, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposal.

Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Proposals must be submitted electronically on www.bidexpress.com, a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

8.1 Format of Proposal Summary

Proposal submittals shall be organized as indicated below. Specific requirements for each of the Contractor's proposal sections are included hereinafter. This requirement applies to proposals submitted in electronic and/or hard copy format.

8.1.1 Mandatory Contents

Section 1 - Cover Letter

Section 2 - Table of Contents

Section 3 - Corporate Documentation

Section 4 - Qualifications and Experience

Section 5 – Work Plan/Approach to Providing Services

Section 6 - Acceptance of Terms and Conditions

Section 7 - Required Forms/Certifications

Section 8 – Additional Data

Section 9 – Pricing Proposal

8.2 Specific Requirements for each Section of the Proposal

8.2.1 Section 1

Cover Letter shall be a maximum two-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; and the name, title, address, telephone number, and email address of the contact person who will be authorized to make representations for the organization.

8.2.2 Section 2

Table of Contents shall include an outline of the proposal, identified by sequential page number, and section title as described herein.

8.2.3 Section 3

8.2.3.1 Corporate Documentation shall include relevant

information regarding organizational stability and strength, including a description/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.

8.2.3.2 Corporations or Limited Liability Company (LLC):

The Proposer shall submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

8.2.3.3 Limited Partnership:

The Proposer shall submit a conforming copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

8.2.4 Section 4

Qualifications and Experience shall include, but not be limited to, the following information:

8.2.4.1 Organizational Structure

Provide an organization chart or outline of the firm's organizational structure showing the roles of all personnel involved with this contract, if awarded, identifying each by name/position.

8.2.4.2 Identify the roles of and submit resumes for the firm principals/manager, other key staff, presenters, trainers, subcontractors, and any other staff involved with this Contract, if awarded.

8.2.4.3 Provide sufficient detail on the length and scope of Proposer's experience to demonstrate that the

Proposer meets/exceeds the minimum mandatory requirement stated in Section 1.2 (Proposals – Minimum Mandatory Requirements) of this RFP, and has the capability to perform the required services.

- a. Explain why Proposer is uniquely positioned, as compared to competitors, to provide the System to the County.
- b. Provide a list of SaaS (Software-as-a-system) solutions similar in size and scope to this RFP which the Proposer has successfully implementing and supported. Describe how the solutions will provide the services requested in Exhibit A. Include a list of references with E-mail addresses and respective phone numbers, for information purposes only.

8.2.4.4 System Requirements

Proposer must complete Form 18 (System Requirements Response Form) and provide comments to support their response code. Additionally Proposer's shall provide supporting documentation on how functional and technical requirements (A.1 – System Requirements) will be met that include screen shots of the System.

8.2.5 Section 5

Work Plan/Approach to Providing Services shall include the Proposer's approach to providing the services described in Exhibit A.

8.2.5.1 Project Implementation Plan

- a. Provide a detailed project implementation plan and schedule that includes completing implementation in a timely manner;
- b. Provide a staffing and resources management plan for Contractor, each

Subcontractor, and each County resource which identifies specific tasks and the level of effort and the number of hours required for the established Scope of Work required for the project.

- c. Describe your current workload and capability/commitment to complete the Scope of Work in accordance with project schedules.
- d. Provide a list of expectations on the County, areas that the vendor deems as being out-of-scope, integration requirements, data migration and information on training for the solution.

8.2.5.2 System

Provide a detailed description of the proposed System, including:

- a. System architecture and database
- b. Information security and privacy protections in the System
- c. Reporting functions
- d. Flexibility and customization
- e. System scalability

8.2.5.3 Implementation Methodology

Include a narrative of the methodology the Proposer will use to meet or exceed the services in Exhibit A to implement the System. Describe in detail how the Proposer will deliver the System and meet all the deliverable and requirements identified in Exhibit A, Scope of Work, Exhibit A.1 Functional Requirements, and Exhibit A.2 Technical Requirements with a specific description of the Proposer's capabilities, methodology, strategies, tools and approach in each area:

- a. Project Management
- b. Implementation Approach

8.2.5.4 Maintenance and Support Services

Proposer shall provide at a minimum, detail on the following areas related to Maintenance and Support Services in each area:

- a. Hosting service data center locations
- b. Business continuity plan
- c. Disaster recovery plan
- d. Information security operations and response plans
- e. Monitoring activities

8.2.4.5 Quality Assurance Program

Describe Proposer's Quality Assurance Program (Program) that will be utilized by the Proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your Proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, Subcontractors, if any, and suppliers must be described. If a Subcontractor is to perform work, the Program must detail how that Subcontractor will interface with the Proposer and how the Proposer will ensure that the Subcontractor complies with the Program.

- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The Proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

8.2.6 Section 6

Acceptance of Terms and Conditions shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the attached sample Contract. The contract language in the sample Contract may be subject to change. The County reserves the right, in its sole discretion, to not include all provisions shown and to include new provisions, as needed. A Proposer should carefully consider whether it will take exception to any of the required provisions of the sample Contract, and the number of such exceptions. If a Proposer chooses to take exception to any provisions, it must submit with each such exception an explanation for the exception to County as stated herein.

If there are no exceptions, a statement to that effect must be made. If one (1) or more exceptions are taken, then for each such exception, the Proposer must:

- (i) Identify the specific section or subsection by number and line number and, if applicable, title;
- (ii) Provide the reason for the exception;
- (iii) Provide suggested substitute language or the request

that a specific section or subsection be deleted in its entirety and indicate all exceptions to the contract language by providing a 'red-lined' version of the language in question;

- (iv) Explain why it is in County's best interest to accept the Proposer's substitute language or requested deletion; and
- (v) State whether or not there will be any price reduction on the Cost Proposal, should County accept the Proposer's exception. Proposer must specify the details and dollar amount of any price reduction.

All exceptions shall be sequentially numbered with whole numbers commencing with "1". Any Proposer which fails to make exceptions as described in this section shall be barred from later making such exceptions, including during any contract negotiations.

Notwithstanding the inclusion of exceptions as a section of the Proposal, County reserves the right to determine, at any time during the proposal evaluation process and during contract negotiations, if a Proposer's exceptions are material enough to deem the entire proposal non-responsive and not subject to further consideration. Proposers are further advised that County, in its sole discretion, may disqualify any Proposer with whom County cannot negotiate a Contract acceptable to County.

8.2.7 Section 7

Required Forms/Certifications

Contractor shall complete, sign, and submit with the proposal, the certifications and forms listed below.

- | | |
|------|--------------------------|
| PW-1 | Verification of Proposal |
| PW-2 | Intentionally Omitted |

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 County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request a Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Familiarity with the County Lobbyist Ordinance Certification

- PW-20 Disallowed Cost Attestation
- PW-21 Compliance with Minimum Requirements
- PW-22 System Requirements Response Form

8.2.7.1 Subcontractors' Forms List

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 County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
- PW-10 GAIN and GROW Employment Commitment
- PW-12 Charitable Contributions Certification
- PW-18 Compliance with Fair Chance Employment Hiring Practices Certification

8.2.11 Section 8

Additional Data shall include any other data the Proposer deems essential to the evaluation of the proposal, i.e., other relevant projects, etc. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

8.2.12 Section 9

Pricing Proposal

8.2.12.1 **Proposer shall complete and submit one Exhibit B (Pricing Schedule).**

8.2.12.2 The Proposer offers to perform the work described in the RFP at the prices and rates stated in Exhibit B. The Proposer's rates shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, supplies, licensing, Support Services, and Maintenance Services, unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Exhibit B, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

9. **EVALUATION CRITERIA**

9.1 Pass/Fail Requirements

A pass/fail evaluation will be made of the Proposal to determine whether the Minimum Mandatory Requirements in Section 1.2 (Proposals – Minimum Mandatory Requirements) have been met and that the Mandatory Contents required by Sections 8.1 (Format of Proposal Summary) and 8.2 (Specific Requirements for each Section of the Proposal) are included in the Proposal. Failure to meet the mandatory pass/fail requirements and provide full and accurate information as required under this RFP may be cause for disqualifying the Proposal as non-responsive. The determination of non-responsiveness shall be made solely at the discretion of the County, if it is determined to be in the County's best interests. Pass/fail criteria include the following:

9.1.1 The submittal shall contain all information as required in Section 8.2 (Specific Requirements for each Section of the Proposal), which lists the specific requirements for each section of the proposal.

9.1.2 The proposal shall include all required forms completed and signed as defined in Section 8.2.7 (Section 7 - Required Forms/Certifications).

9.2 Summary of Scoring

Proposals that are determined to be responsive to the mandatory

requirements shall be evaluated using a 100 point total cumulative score rating according to the following criteria:

- 9.2.1 Pricing Proposal (30 points)
- 9.2.2 Performance History/References (10 points)
- 9.2.3 Qualifications and Experience (30 points)
- 9.2.4 Work Plan/Approach to Providing Services and System Requirements (30 points, Demonstration of the proposed EAM System may be required at County's discretion)

9.3 Informed Averaging Scoring Methodology

Each category will have a scoring factor of Exceeds, Meets, Weak, or Not Met. Definitions for the rating factors are as follows:

Exceeds

The rating should be given when the proposal clearly presents enough information that indicates a higher level than what is required in the RFP.

Meets

The rating should be given when the proposal clearly presents enough information to ascertain compliance with the requirement of the RFP factor being rated – no more and no less.

Weak

The rating should be given if there is questionable compliance, or if the discussion of the RFP requirement is brief or merely an affirmation that the proposer will comply with the RFP requirement being rated.

Not Met

The rating should be given in two situations: 1) the proposal does not address or acknowledge a certain RFP factor, or 2) the proposal indicates an inappropriate or different response to what is being asked in the RFP.

9.5 Pricing Proposal Evaluation Criteria (30 Points)

The maximum number of possible points will be awarded to the lowest cost proposal in Exhibit B, Pricing Schedule. Other Proposals will receive a

prorated score calculated as follows: divide the lowest Total Proposed Price by each other Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion. The Proposal with the lowest Total Proposed Price may not necessarily be awarded a Contract.

Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable. (pursuant to Section 7.2.1 of this RFP), the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference. In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

9.6 Performance History/References (10 Points)

9.6.1 Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 2.5 points for each responding reference up to a total of 4 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

9.6.2 In addition to the references provided, the review will include the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. 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 a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

9.6.2.1 CARD Deductions shall be applied against the points awarded in the Performance History/Reference section as follows:

- a. 100% if Proposer has two or more confirmed active CARD issues.
- b. 75% of points awarded for one confirmed active CARD issue.
- c. 25% of points awarded if Proposer has three or more issues that were resolved within the last five years.

9.6.3 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.

9.7 Qualifications and Experience (30 points)

Proposers will be evaluated on Qualifications and Experience submitted as part of Section 8.2.4 (Qualifications and Experience). The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of the items specified in Section 8.2.4 (Qualifications and Experience) of this RFP. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, 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 and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. 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 may result in rejection of the Proposal as nonresponsive.

9.8 Work Plan/Approach to Providing Services and System Requirements (30 points)

Proposers will be evaluated on the Work Plan/Approach to Providing Services and System Requirements submitted as part of Section 8.2.5 (Work Plan/Approach to Providing Services and System Requirements). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 8.2.5 of this RFP. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

Comprehensiveness of the Work Plan/Approach to Providing Services and System Requirements will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a Subcontractor is to perform Quality Assurance, the Program must detail how that Subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan/Approach to Providing Services and System Requirements subject areas or omission of a the Work Plan/Approach to Providing Services and System Requirements from the Proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

9.9 Demonstration

Demonstration of the proposed EAM System may be required at County's

discretion using the same County-provided script. County will notify each responsive Proposer in writing as to the date, time, location and standardized guidelines and content for demonstration (script, use-cases, work flow, etc.).



Americans with Disabilities Act (ADA) Information

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-7337, from 7:30 a.m. to 5:00 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference Business Relations and Contracts Division **[BRC-1]**.

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**GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET
MANAGEMENT SYSTEM (BRC0000203)**

EXHIBIT A

SCOPE OF WORKS

GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM

SCOPE OF WORKS

- 1.0 Introduction
- 2.0 Scope
- 3.0 Agreement Administration
- 4.0 Tasks and Deliverables

EXHIBITS TO SCOPE OF WORKS

- A.1 Functional Requirements
- A.2 Technical Requirements

1.0 INTRODUCTION

1.1 OVERVIEW AND OBJECTIVES

Los Angeles County Public Works (County) is responsible for the design, construction, operation, and maintenance of roads, traffic signals, bridges, airports, sewers, flood control, water supply, water quality, and water conservation facilities. Its diverse operations fall within six core service areas: Transportation, Water Resources, Environmental Services, Public Buildings, Development Services, and Emergency Management.

There are four main divisions in the County that currently use the Maintenance Management System (MMS) by IBM Maximo as a work order and asset management tool: Sewer Maintenance Division, Road Maintenance Division, Operational Services Division and Stormwater Maintenance Division. The fifth division, Waterworks Division, is currently using a separate maintenance management system specifically designed for a water system. Other divisions such as Design Division, Environmental Programs Division, Traffic Safety & Mobility Division, and Transportation Planning & Program Division have limited use of MMS to meet their specific needs.

Sewer Maintenance Division (SMD) is made up of the Consolidated Sewer Maintenance District and the Marina del Rey Maintenance District. SMD administers and maintains roughly 4,500 miles of sewer lines, approximately 110,000 manholes, 4 waste treatment plants, and 157 pump stations serving a population of 10.4 million residents in the County of Los Angeles.

Road Maintenance Division (RMD) is responsible for providing road maintenance and emergency services required for the upkeep of the County's road system which includes unincorporated county areas and contract cities. The services provided include: patching potholes, resurfacing streets, sealing pavements, repairing parkway concrete, sweeping streets, trimming trees, removing problem trees, and providing wind and storm damage repair work. Within the unincorporated county areas RMD maintains approximately 3,000 centerline miles of road, 3,300 miles of curb and gutter, 2,500 miles of sidewalk, over 200,000 trees, 7,700 drains, 720 guardrails, and over 450 bridges.

Operational Services Division (OSD) is primarily responsible for providing operations and maintenance of traffic signals, traffic signs, traffic striping, and pavement markings for the unincorporated areas of the County and numerous contract cities. OSD maintains approximately 1,800 traffic signals, 900 street lights, 140,000 traffic signs, 3,000 roadway miles of roadway striping, 550,000 linear feet of curb paint, and 1,640,000 square feet of pavement markings. In addition, OSD provides a wide range of electrical services for the Department's facilities, including structures, dams, pump stations, and other flood control and water conservation facilities. OSD is also responsible for the maintenance of

buildings (Alhambra HQ Complex and 500+ structures in yards) and systems within them (electrical, HVAC, plumbing, etc.).

Stormwater Maintenance Division (SWMD) is responsible for the Flood Control System that provides means for conveying water through dams, rivers, and channels with some going into the ground water recharge facilities and the remainder flowing into the ocean. SWMD maintains flood control infrastructure to protect life and property. SWMD maintains drainage infrastructure within 86 incorporated cities as well as the unincorporated County areas. This includes 14 major dams and reservoirs, 483 miles of open channel, 27 spreading grounds, 3,330 miles of underground storm drains, 47 pump plants, 172 debris basins, 27 sediment placement sites, 3 seawater intrusion barriers and an estimated 82,000 catch basins.

Waterworks Division (WWD) administers and maintains five Los Angeles County Waterworks Districts and the Marina Del Rey Water System. The primary mission is to provide for the availability and distribution of potable water for domestic use and fire suppression purposes to almost 200,000 people through approximately 64,000 water meters within the nearly 300 square mile service area.

The objective is to acquire an existing Geographic Information System (GIS)-centric commercial-off-the-shelf (COTS) Enterprise Asset Management (EAM) system that is fully hosted by the vendor as a software as a service solution (SaaS) and related services as outlined in this Statement of Work (collectively, "EAM System").

1.2 BACKGROUND

Public Works has been using Maximo's MMS as a work order and asset management tool since 1997. Since then, emerging GIS technology has presented itself as an ideal solution for the effective management of public works infrastructure because it offers the power of both geography and information systems. The inherent power of GIS, which has become an essential component of work order and asset management, includes spatial analysis of work assignments, understanding and prioritizing risk, preparing for emergency events, mobile support of field workforce, etc.

On October 9, 2018, SMD authorized HDR Engineering to evaluate SMD's Maintenance Management Business Process. The goal was to assess the current business process, identify information technology opportunities, determine the extent to which existing technology is meeting business needs, recommend business process improvements, and select and implement the most advantageous information technology tools.

On June 11, 2019, HDR Engineering completed the Pilot Software Selection Evaluation Report. The report documented the selection of technology tools based on SMD's business requirements, the technology improvement recommendations, industry best

practices, and applicable County policies. The recommendation was to acquire a GIS-centric COTS application to handle the majority of County horizontal assets.

Four other maintenance divisions, SMD, RMD, WWD, and OSD, through their own research, are also in agreement that a GIS-centric asset management system is essential to support their field-oriented operations.

2.0 SCOPE

This Scope of Work (SOW) sets forth the tasks, deliverables, services, and optional services to be provided by the selected Contractor in response to the Request for Proposals (RFP) for an EAM System.

County intends to acquire a COTS software package and services that is fully managed by the Contractor as a Software as a Service (SaaS) solution to satisfy all of its EAM System requirements as listed in Exhibit A.1 (Functional Requirements) and Exhibit A.2 (Technical Requirements). County believes that the market for such solutions includes several readily available solutions that are marketed by reputable firms that can meet substantially all of its EAM System requirements without modification. These products are expected to provide sufficient flexibility and configuration capabilities that will allow County's different divisions to tailor the selected product to their County's working environment.

As a result of this procurement, County expects to acquire a GIS-centric EAM System that is operational for the five divisions (SMD, WWD, OSD, RMD, and SWMD). Critical components of this acquisition include configuration and localization of the software, migration of reference data such as equipment lists and asset registry data into the new software, integration with external systems, acceptance testing, and project management of these responsibilities and activities. These services are described in greater detail under Section 4: Tasks and Deliverables in this SOW, and should be delivered in accordance with industry standard practices.

3.0 AGREEMENT ADMINISTRATION

3.1 KEY PROJECT RESOURCES

3.1.1 County

County's Project Director will approve and accept all EAM System Deliverables and other work. County's Project Manager will be responsible for ensuring that the objectives, technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of the Contractor. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and will interface with Contractor's Project Manager on a regular basis. County's Project Manager reserves the right to inspect all tasks, subtasks, deliverables, goods and other services provided by or on behalf of Contractor at any time.

3.1.2 Contractor

The successful Contractor shall name a Project Manager for the EAM System project and that individual will be responsible for planning and executing all professional services provided by the successful Contractor. County will provide a County Project Manager for the duration of the EAM System implementation project. The successful Contractor's Project Manager will work closely with County's Project Manager as directed to ensure coordination of all project activities. All communications between County and the successful Contractor shall be coordinated through their respective Project Managers.

The Contractor is expected to serve as the single point of contact for County. Should Contractors find it necessary or desirable to include subcontractors in their proposal, it will be the successful Contractor's responsibility to serve as the single point of contact for the duration of the project. Corporate background information on all subcontractors and resumes of sub-contractor personnel should be included in the proposal.

Contractor's Project Manager shall be responsible for Contractor's performance of all Services under the Contract and ensuring Contractor's compliance with this Contract. Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work). Contractor's Project Manager must be a full-time employee of Contractor, must be able to effectively communicate in English, both orally and in writing, and must have 5 years' experience within the last 10 years managing projects of similar scope and size.

Contractor shall provide qualified personnel to provide any Services and other work under the Contract. County reserves the right to approve or disapprove all the Contractor's staff performing work and any proposed changes in the Contractor's staff including the Contractor's Project Manager.

Contractor's Project Manager shall maintain a detailed project plan and schedule. This project plan shall include a detailed list of tasks for the project and the personnel assigned to each task. The Successful Contractor shall provide to County's Project Manager an updated project schedule monthly.

Contractor shall render all services within the Continental United States and shall perform active tasks on site but may work offsite while developing deliverables. Active tasks include workshops, meetings, and installation and configuration activities.

Any exceptions must be approved by the County's Project Manager.

3.2 DELIVERABLES

All written deliverables must be provided using standard Public Works tools such as Adobe Acrobat, Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Visio, and Microsoft Project. Any exceptions must be approved by the County's Project Manager.

Any deliverables provided in PDF format must be accompanied by the original format used to develop the deliverable. Complete product documentation should be provided by the Contractor for functional, technical and implementation aspects of the System. Documentation should include the Contractor's standard reference manuals, training materials, systems administration manuals, and product technical specifications. County requires electronic versions of documentation for easy dissemination to end users provided they have the rights to reproduce and distribute the documentation internally for County use only.

3.3 ACCEPTANCE CRITERIA

Contractor shall perform, complete, and deliver all services, however denoted, as set forth in this Statement of Work. Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and subtasks and provide all deliverables as defined herein. A deliverable shall only be deemed complete upon County's approval and acceptance, irrespective of the number of attempts it takes Contractor to provide a successful deliverable.

All deliverables shall include a Work Acceptance Certificate, which must be approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager's and the County Project Director's signature, before Contractor can invoice County for payment in connection with the Deliverable. County requires a minimum of ten (10) business days to review each deliverable, with a corresponding ten (10) business days resolution period for Contractor to correct any deficiencies in the deliverable.

An amount of ten percent (10%) from the payment of each approved deliverable will be withheld for deferred payment until Final Acceptance.

4.0 TASKS AND DELIVERABLES

4.1 TASK 1: PROJECT INITIATION AND PLANNING

The Project Initiation shall commence upon the County's issuance of a Notice to Proceed with the Contract. This task describes the method in which the Contractor plans, manages, and controls the completion of all tasks & subtasks.

The Contractor shall:

- a. Arrange and conduct a kick off meeting with the County's Project Manager and staff identified to participate within ten (10) business days after the County's issuance of a Notice to Proceed. The kick off meeting agenda must be approved by the County's Project Manager prior to holding the meeting. The Contractor shall record notes of the kick off meeting and submit kick off meeting minutes to the County's Project Manager for review and approval.
- b. Develop a Project Implementation Plan which describes the proposed approach to managing and controlling project and implementation artifacts, including environments, data, change control and configured workflows and software application set up (configuration management). The Project Implementation Plan shall be consistent with the proposed Contractor's project schedule. The Project Implementation Plan must also include all tasks, subtasks, activities, phases, decision points, milestones, deliverables, and resources, including all outside resources and all County resources, required to complete all work outlined in this statement of work. The resource allocation shall be presented in a manner such that it can be used by the County to determine when and what County resources need to be committed to each phase of the project. The Project Implementation Plan must show a complete sequence of tasks, phases and events from Notice to Proceed to the project completion. Contractor shall make updates to the Project Implementation Plan on a weekly basis.
- c. Hold regular status meetings throughout the term of the contract.

Task 1 Deliverables:

- a. Approved Kick off Meeting Agenda.
- b. Approved Kick off meeting minutes.
- c. Approved Project Implementation Plan.
- d. Weekly Status Reports including the project's overall status, tasks accomplished since the last report, tasks currently in progress, any roadblocks preventing the completion of tasks, and open risks and issues.

4.2 TASK 2: REVIEW, ANALYSIS, AND DESIGN

The Contractor shall review functional & technical requirements and provide a process for configuring the EAM System software solution to County's business requirements and environment, which will guide the activities identified in Task 3 (Development/Setup, Installation and Configuration). Contractors may propose their own approach to configuration services which may include techniques such as confirmation of fit, requirements reviews, best practices reviews, project team workshops, gap analysis, prototyping, business process modeling, process reengineering, or change management. Through the configuration process, the Contractor should assist County to select configuration options that will meet County's business requirements and asset management best practices. The successful Contractor will incorporate into its transition plans the required configuration tests and acceptance plans to ensure that all configuration options are properly loaded in the System.

The Contractor shall:

- a. Conduct sessions or workshops with stakeholders and key users to review, validate, and refine requirements specified in Exhibit A.1 – Functional Requirements, Exhibit A.2 – Technical Requirements, capacity, storage, and performance requirements (Requirements). Based on these workshops, the Contractor shall develop a comprehensive set of EAM Use Cases for the County, including Use Cases for mobile solution in disconnected and connected modes.
- b. Prepare the System Requirements Document (SRD), summarizing Contractor analysis and verification of the Requirements, including any impacts to the proposed System and its related requirements, specifications and components prior to the Development/Setup and Configuration of the System. The SRD must be reviewed by appropriate County staff and approved by the County's Project Manager.
- c. Prepare the Functional Design Document (FDD), which identifies all functions that the EAM System and/or EAM System component(s) must perform to meet Requirements listed in the SRD. The FDD must be reviewed by appropriate County staff and approved by the County's Project Manager.
- d. Prepare documentation and repeatable procedures (including source code and any necessary utilities) for all data migration and integration activities. This includes documentation of the data mapping from the source tables and fields to the destination tables.
- e. Capture the division's current business process and re-engineer/develop a proposed workflow to enhance the execution and delivery of services.

Task 2 Deliverables:

- a. Workshop notes.
- b. A comprehensive set of EAM Use Cases.
- c. Approved SRD.
- d. Approved FDD.
- e. Data migration & integration activities document.
- f. Current and proposed workflows.

4.3 TASK 3: DEVELOPMENT/SETUP, INSTALLATION, AND CONFIGURATION

The Contractor shall develop and implement the solutions specified in the SRD and FDD. Developed under Task 2 (Review, Analysis, and Design).

The Contractor is expected to ensure that all components of its software solution are installed on the computers designated for this project. The installation should include all software needed to make its EAM System fully functional on workstations including laptops, tablets, or other devices that may be used for field activities.

The Contractor will be responsible for installing its software in both a TEST and a PRODUCTION environment. The Contractor is expected to set up the appropriate security controls, backup and recovery processes, database tables, reporting software, data warehouse tools, database replication processes, business intelligence tools, portal tools, on-line help files, and any other components necessary for production operation of the EAM System. The Contractor is expected to provide an installation plan and conduct an appropriate installation test process (baseline and production) to ensure that all components are properly installed and ready for use. While preparing for and performing the installation services described in this section, the Contractor shall work closely with County's IT Department to ensure that County's procedures and standard practices for installations, operations, and security are followed.

The Contractor shall:

- a. Install/setup and configure the System in accordance to the SRD and FDD.
- b. Document System key setup and/or configuration parameters/settings such as admin accounts/passwords, etc.

- c. Develop all necessary EAM System interfaces/integrations (mobile input screens, desktop input screens, etc.) and interfaces/integrations with existing key external systems listed in section 5 of Exhibit A.1. This is not an exhaustive list of such external systems. Where feasible, replace the external system with built-in EAM functionality or provide an assessment for replacing the external system with EAM functionality.
- d. Demonstrate validation of all required functionalities to the County.

Task 3 Deliverables:

- a. Working System, configured based on the FDD on the Test and Production environments.
- b. System Key Setup and/or Configuration parameters/settings.
- c. Interfaces/Integrations Documentation.

4.4 TASK 4: MIGRATION

The Contractor shall develop a detailed Migration Plan, migrate the data according to the plan, and validate a successful migration of data into the EAM System.

The Contractor is expected to ensure the availability of necessary reference data and asset data within the new EAM System. The County's GIS asset inventory data is contained in an ESRI geodatabase using a non-versioned enterprise geodatabase. The County will provide a geodatabase consisting of approximately 215,219 SMD asset records, 276,663 RMD asset records, 243,907 OSD asset records, 198,748 SWMD asset records, and 254,341 WWD asset records for this task.

The Contractor shall:

- a. Use the County's ESRI geodatabases as the asset registry for several horizontal asset types.
- b. Develop a data management plan for County approval that documents how the Contractor proposes to manage at a minimum Asset Registry, Service Request, and Work Order data.
- c. Develop a data migration/integration plan that adheres to the following preferences:
 - i. County desires to minimize data redundancy and the need for frequent synchronization between system of record and any copies.
 - ii. County desires to minimize migration of data,

especially from systems of record into another system that consumes the data.

- iii. Current practice at County is that only GIS data owners may edit the production geodatabase. County business unit that owns the data must first approve the proposed changes. The Contractor shall propose an approach that maintains this constraint on edits to production GIS data.
- iv. Capability of creating and editing assets directly through ESRI native ArcGIS applications including, but not limited to ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, and ArcGIS Collector.
- v. County requires use of Web services for data integration or on-demand access to GIS data to the extent this is feasible.
 - 1. EAM System shall work with ESRI formats for GIS features. This would include consuming REST services made available via ArcGIS server hosted by Los Angeles County or via the organizational ArcGIS Online account hosted feature layers.
 - 2. EAM System shall be capable of creating GIS Rest services on a query in the application which will persist in the application indefinitely and which can also be consumed in applications including, but not limited to ArcGIS Online web maps, ArcGIS Desktop, ArcGIS Pro, and Geocortex Essentials web mapping applications.
- d. When moving asset registry data from a system of origin into the EAM System is required, provide professional services and expertise to extract, transform the extracted data from the current system, validate transformed data against configured tables in the target EAM System application, and load the data into the new EAM System asset registry databases.
- e. Create all necessary integration links to make the asset data transparently available to the EAM System user

Task 4 Deliverables:

- a. Migration Plan.

- b. Data Migration Test Report.

4.5 TASK 5: TESTING

The Contractor shall provide comprehensive testing that demonstrates the completed system meets all requirements and is fully ready for successful implementation into production.

The Contractor shall develop/provide/perform:

- a. A Comprehensive Testing Plan:

The Contractor shall provide a Comprehensive Testing Plan, including all phases of product testing, and it must be approved by the County before actual testing may begin. The Comprehensive Testing Plan will specify in detail the testing approach, methods, data, participants, and other elements required for successful complete system testing. Testing shall include EAM System, configurations, interfaces, integrations, reports, screens, mobile solutions, and all other work needed to ensure the system as a whole and all of its parts conform to the approved specifications and meet all requirements, using appropriate GIS data and other reference data sources. The end products of the execution of the Comprehensive Testing Plan shall be a set of test configuration documents demonstrating the resulting EAM System is fully ready for successful implementation into production.

The following is a list of primary but not exclusive inputs for the Comprehensive Testing Plan:

- i. Use Cases and other relevant Public Works business processes.
- ii. SRD and FDD
- iii. Requirements Traceability Matrix
- iv. Test Scripts and Test Scenarios

Comprehensive Testing Plan shall consist of four principal phases: Unit Testing, System Testing, User Acceptance Testing, and Performance Testing.

- b. Test Scenarios and Test Scripts:

The Contractor shall develop and provide a set of test scenarios and test scripts:

- i. A test scenario is a detailed description of an EAM-related business process or of a Use Case illustrating how to use the system to accomplish various project requirements.
- ii. A test script uses a test scenario or some other appropriate business process requirement as input and is a detailed step-by-step instruction list for a tester to follow to verify that the EAM System can correctly accomplish the intended objective(s). A test script describes keyboard and mouse actions and display screen interactions. Test scripts shall allow the tester to follow every relevant option and/or decision tree branch to its conclusion.

c. Unit Testing:

The Contractor shall perform all unit testing and report the completed findings to the County's Project Manager in a Unit Testing Completion Report.

Unit Testing shall test the System's component parts as they are developed and shall test all system configurations, integrations, reports, and other components (including mobile solution and spatial implementation) to ensure each unit operates as intended.

The Contractor shall resolve all defects (at no additional cost) to the County's satisfaction before advancing to the System Testing phase.

d. System Testing:

The Contractor shall perform all system testing and report findings to the County's Project Manager in a System Testing Completion Report.

System Testing is a scripted process using the Test Scripts described above to test the operation of the EAM System as a whole, rather than as component parts as was done in the Unit Testing phase.

System Testing shall include, at a minimum, all applicable system-level tests described in the Specifications Documents, and shall include all system configurations, integrations, reports, and other components (including mobile solution and spatial implementation).

The Contractor shall resolve all defects (at no additional cost) to the County's satisfaction before advancing to the User Acceptance Testing phase.

e. User Acceptance Testing:

The Contractor shall coordinate and oversee User Acceptance Testing with County's staff designated by the County's Project Manager. County's staff will perform the same system tests using the same test scripts as the Contractor used in the System Testing phase.

Designated County staff may also perform ad-hoc tests of their own design to test functions supporting the business needs of the Department.

County staff designated to participate in User Acceptance Testing shall receive training from the Contractor prior to the start of User Acceptance Testing and adequate to perform the test and to evaluate the system to ensure it meets documented requirements.

Test results (both scripted and ad-hoc) shall be reported by staff to the Contractor and to the County's Project Manager on forms provided by the Contractor for this purpose.

The Contractor shall correct all defects (at no additional cost) prior to delivering the system to the County to repeat the User Acceptance Testing.

At the conclusion of User Acceptance Testing, the Contractor shall prepare a User Acceptance Testing Completion Report.

f. Performance Testing and Tuning:

The Contractor shall conduct performance testing and tuning at Public Works Headquarters, field offices, and field locations (mobile solution) identified by the County's Project Manager to represent typical field use performance of the EAM System.

Each EAM environment is required to conform to the following EAM user interface performance standards, based on average time for three tests:

- i. Maximum time to execute a record select and display: 2 seconds or less.
- ii. Maximum time to perform a save record: 2 seconds or less.
- iii. Maximum time for a list tab record query on an indexed field: 2 seconds or less.

Based on industry standards, the Contractor will recommend to the County's Project Manager and the County's IT staff a performance testing application (tool). Performance testing and tuning can begin upon the approval by the County of the performance testing application (tool).

The Contractor will work with the County to develop performance testing Use Cases as execution scripts. These scripts are intended to establish performance of specific scenarios. Based on the performance testing Use Cases, performance of the initial system configuration will be executed on a pre-production EAM System identified by the County's Project Manager with sufficient load test iterations to achieve desired results.

The Contractor shall prepare a Performance Testing and Tuning Configuration Report listing the configuration settings and other particulars associated with achieving the performance results. The report should identify the configuration settings made to achieve the results and specific load times for each function in the FDD.

Task 5 Deliverables:

- a. Comprehensive Testing Plan.
- b. Unit Testing Completion Report.
- c. System Testing Completion Report, Test Scenarios, and Test Scripts.
- d. User Acceptance Testing Completion Report, including ad-hoc tests (if any).
- e. Performance Testing and Tuning Configuration Report.

4.6 TASK 6: TRAINING

The Contractor shall develop a detailed User Training Plan to the satisfaction of the County's Project Manager for training all EAM System Users and provide knowledge transfer to designated County staff. The User Training Plan shall detail the Contractor's training staff plan, the qualifications of trainers, and training schedule. The training should occur no earlier than 30 calendar days prior to the scheduled "Go Live". The User Training Plan must also fully address both user and administrator training needs for the GIS and mobile solutions.

System User Training shall cover the following targeted audiences:

- a. **Administrators** will be provided sufficient technical training to support the operation of the EAM System. This will be provided for a System Administrator and back up Administrator who will be responsible for all system functions. The System Administrator role will be performed by a County IT Department employee who is also trained as a Power User.
- b. **Power Users** will be provided sufficient training so that they may fulfill their role as mentors and small session trainers during the implementation process.
Include training for all report and query functions.
- c. **End Users** training will be focused on functional positions and workflow processes. Include training for all report and query functions.

The Contractor shall:

- a. Develop a detailed, ready-to-implement User Training Plan identifying strategies and schedules for training the following audiences: System End Users, System Administrators, and Future System Trainers. The User Training Plan shall include, but not be limited to, the following components:
 - i. Training topics.
 - ii. List of all training materials that will be developed and delivered.
 - iii. Approach for access to training tools and materials.
 - iv. Division-specific items (custom screens, procedures, workflows, etc.).
 - v. Using of GIS features and mobile solution for searches, work order/service request creation and editing, GIS data update, etc.
 - vi. Use Cases as a structure to present some of the training material.
 - vii. Training methods such as classroom or Instructor-Led training, self-paced computer-based training, and/or online or E-Learning/webinars.
 - viii. Training schedule.
- b. Develop all training materials necessary to conduct user training. County reserves the right to video record all training sessions for internal use. These materials may be used for refresher training and follow up training.

All training aids, materials, and recordings prepared to accomplish this service become the property of County.

- c. Conduct training for all System Users.
- d. Prepare a System Governance plan, which sets the framework, based on best practices, to ensure system usage standards, scalability, and managed growth.

The Governance Plan shall include Roles and Responsibilities, Guiding Principles, and Policies and Standards.

Task 6 Deliverables:

- a. Approved User Training Plan.
- b. Approved Training Materials.
- c. Log listing the dates and attendees in which training was provided.
- d. System Governance Plan.
- e. Log listing the dates and attendees in which the training was provided.

4.7 TASK 7: DEPLOYMENT – DRESS REHEARSAL AND GO LIVE

The Contractor shall prepare a work plan for moving the proposed EAM System into production upon successful completion of all acceptance testing.

- a. Dress Rehearsal:
 - i. A Dress Rehearsal shall be conducted to perform all the steps necessary for a Go Live in a Pre-Production Environment. This may be the EAM Production environment upon agreement of both the Contractor and the County's Project Manager, since that environment will not yet be in production use.
 - ii. The Dress Rehearsal is intended to verify that the Contractor and County staff have correctly identified and accounted for every step that must be performed to accomplish a successful Go Live.
 - iii. The end product of a successful Dress Rehearsal should be nearly identical to the system use in the Production environment.
 - iv. The Dress Rehearsal shall not be entered into unless the Contractor and the County are confident that the entire system will work as designed and intended, and will meet all agreed upon

requirements as listed in the SRD.

- v. The Dress Rehearsal shall follow all of the steps that will required for the actual Go Live.
- vi. The Contractor shall develop a Dress Rehearsal Task List and Checklist identifying tasks, task order, an estimate of how long each task will take, and name or role for who is responsible for performing each task. The Dress Rehearsal Task List must be reviewed by appropriate County staff and approved by the County's Project Manager prior to the start of the Dress Rehearsal.
- vii. The Dress Rehearsal shall include:
 - i. Preparing the non-production environment for the Dress Rehearsal.
 - ii. Accessing correct data from appropriate source systems.
 - iii. Populating reference data into the system.
 - iv. Applying all configurations and preparing all required data, interfaces/integrations with external systems, including GIS and mobile solutions.
 - v. Configuring all reports.
 - vi. Establishing all appropriate User Accounts and Security Groups.
 - vii. Verifying all components of EAM have been properly installed and configured.
 - viii. Performing unit and system checks to ensure no meaningful errors or issues.
 - ix. Performing a variety of functional checks to confirm that the system works as designed and intended.
 - x. Conducting Performance Testing of the Dress Rehearsal system to ensure performance targets are likely to be met in the Go Live system. The Contractor shall provide a written report to the County's Project Manager of any system configuration changes that the testing suggests should be made to achieve performance requirements.

If the Dress Rehearsal is considered unsuccessful, the Contractor shall perform appropriate fixes and schedule another Dress Rehearsal. This

process shall be iterated at no additional cost to the County until a Dress Rehearsal is successful. The Contractor must produce a successful Dress Rehearsal prior to the Go Live.

b. Go Live:

The Contractor shall schedule the Go Live with the County's Project Manager after the successful Dress Rehearsal. The Go Live shall use the Go Live Task List and Go Live Check List developed from the Dress Rehearsal Task List and Checklist. The Go Live shall include:

- i. Preparing the production environment for the Go Live.
- ii. Accessing correct data from appropriate source systems.
- iii. Populating reference data into the production system.
- iv. Applying all configurations and preparing all required data, interfaces/integrations with external systems, including GIS and mobile solutions.
- v. Configuring all reports.
- vi. Establishing all appropriate User Accounts and Security Groups.
- vii. Verifying all components of EAM have been properly installed and configured.
- viii. Performing unit and system checks to ensure no meaningful errors or issues.
- ix. Performing a variety of functional checks to confirm that the system works as designed and intended.
- x. Conducting additional Performance Testing to ensure performance targets are met or exceeded.
- xi. Monitoring the production system for at least thirty (30) consecutive days following Go Live and correct defects, performance, and business process issues of any kind that are identified or occur after Go Live.
- xii. Providing final "as-built" documents of final installation, system environments, and configurations, including any configuration changes made during the Go Live phase.
- xiii. Providing Go Live Report documenting the successful completion of Task 7 (Deployment – Dress Rehearsal and

Go Live), including:

- I. Summary of Go Live activities, results, outcomes.
- II. Summary of each deficiency identified by Contractor or County. The summary shall include for each deficiency:
 - a. Description of each Deficiency and its root cause.
 - b. Business processes, Software functions, and/or User Interfaces impacted.
 - c. A corrective action plan, test scenarios, and implementation approach.
 - d. Schedule for completion of each corrective action and resources required/assigned.
 - e. Status of each corrective action.
 - f. Date of completion of each correction.
 - g. Date of County's Project Director's approval of each correction, as applicable.

c. Final System Acceptance:

Contractor shall provide the Final Acceptance Certification, certifying:

- i. Successful completion of implementation and that Contractor has completed all work necessary for the Software to be available for Production Use by all Users.
- ii. Deficiencies identified by Contractor or County have been corrected by Contractor in accordance with this Scope of Work.
- iii. Corrections of such Deficiencies have been approved by County's Project Director; and
- iv. Following County's Project Director's approval of all such corrections, the EAM System has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements without further Deficiencies.
- v. The Public Works' Security Information Officer has reviewed the

system and documentation and provided a written determination to the County's Project Manager that the new system complies with the Public Works' security requirements, as well as with all other relevant County policies and standards related to data and system security.

- vi. All "as-built" documentation has been submitted.
- vii. The Certification shall also document the review with County of Go Live Report, including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve the Go Live Report. County approval of the Final Acceptance Certification shall signify Final Acceptance of the Software by County. Contractor shall provide an updated Project Implementation Plan, User Training Plans, and any other applicable documents.

Task 7 Deliverables:

- a. Deployment Plan.
- b. Conduct the successful Dress Rehearsal.
- c. Conduct the successful Go Live.
- d. Final copies of the Dress Rehearsal Task List, the Dress Rehearsal Checklist, the Go Live Task List, and the Go Live Checklist.
- e. Final "as-built" documents and updated Specifications Documents at "as-built" state.
- f. System Acceptance Certificate.
- g. Go Live report

4.8 TASK 8: OPTIONAL WORK (OPTIONAL)

If requested in writing by County, Contractor shall provide to County Optional Work relating to the objective or purposes of this project but not detailed in this Statement of Work, provided there are sufficient funds available for such Optional Work. Optional Work may include, but not limited to, additional interface programming, database programming, workflows, software modifications, system configurations, data migration, automation script development, report development, alternative implementation approaches, new software and/or components and/or professional services, as-needed technical mentoring, additional training, etc.

The County, at its sole discretion, will determine the necessity of such Optional Work.

County may, during the term of the Contract, submit to the Contractor written requests for Optional Work. In response to such request, Contractor shall submit to County for approval a proposed Work Order for such Optional Work, including a not-to-exceed Maximum Fixed Price as indicated by Contractor in its completed Form PW-2 (Schedule of Prices) included with its Proposal.

County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Price for such Optional Work.

4.9 TASK 9: SUPPORT SERVICES

When the EAM System has achieved Final Acceptance, the Contractor services will transition from Implementation to Support Services.

As part of Support Services, Contractor shall maintain EAM System availability at 99.9%. "System Availability" shall be calculated as follows:

$$\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$

If Contractor does not meet the System Availability requirements of 99.9% monthly, credits shall accrue for Unscheduled Downtime in accordance with the Service Credits set forth below (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the EAM System has an Error (as defined in Section 1.5 (Error) or Attachment 2 (Additional IT Provisions)) that is unresolved by Contractor, excluding Scheduled Downtime. Any downtime outside of the above window of time without such prior notice and County's Project Manager's approval shall also be counted toward Unscheduled Downtime which may entitle County to Service Credits calculated based on the length of Unscheduled Downtime as provided below.

LENGTH OF MONTHLY UNSCHEDULED DOWNTIME	SERVICE CREDITS
44 minutes or more but less than 3 hours	30% of monthly owed Fees
3.1 hours or more but less than 10 hours	50% of monthly owed Fees
10.1 hours or more but less than 24 hours	60% of monthly owed Fees
24 hours or more	100% of monthly owed Fees

Contractor shall provide a single point of contact and a backup contact as a proxy for Support Staff that will be fully responsible for assisting the County with service requests or incidents pertaining to the System. Support Staff via the single point of contact shall be available to assist County, and its consultants and contractors during business hours as well as after hours and on weekends via telephone

and/or email. The table below outlines the categorization of service requests or incidents and timelines expected per severity level:

Severity	Area	Description	Initial Response Time	Follow-up Intervals/Resolution Time Requirement
1	Production	Urgent issue severely impacting ability to access or use the EAM system. Includes but is not limited to: unavailable business critical functionality, features, interfaces, UI or complete system outage. Impact is widespread or affecting all users. Requires immediate action and continuous efforts to mitigate or resolve the situation.	<= 1 Hour	Every 1 hour or as agreed upon / Two (2) hour, beginning when County reports the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
2	Production	Significant issue causing degraded ability to access or use the EAM System. Includes but is not limited to: erroneous output or results of calculations affecting critical business functions, possible data loss or problems that over time can be exacerbated into Severity 1. Impact is wide-spread or affecting all users but a work-around may be available and business can	<= 2 Hours	Every 4 hours or as agreed upon / Eight (8) hours, beginning when County reports the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.

		continue but in a restricted fashion.		
3	Production or Development	Issue has moderate to minimal impact on operations and business and may only impact a small amount of users. Business functions may be inconvenienced but are functional. System is usable and a work around is available.	<= 4 Hours	Every 24 hours or as agreed upon / Seven (7) calendar days beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.

Contractor shall resolve each Error reported hereunder in accordance with the applicable resolution time specified herein. The time for resolving each Error shall start tolling when County notifies Contractor of such Error by telephone or otherwise, or upon discovery of Error by Contractor, whichever occurs first, and shall end when Contractor submits resolution of such Error to County for approval thereof, provided such resolution is thereafter so approved by County without prior rejection by County or significant delay in County's approval thereof. For each day that the Error is not resolved within the Time Resolution Requirements, County shall assess a Five Hundred Dollar (\$500) credit per day until the Error is successfully resolved.

Support Staff shall meet the following requirements:

- a. The single point of contact, their backup and Support Staff shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- b. The single point of contact, their backup and Support Staff shall have full authority to act for Contractor on all matters relating to the daily operation of the System.
- c. The single point of contact, their backup and Support Staff must be able to effectively communicate in English both orally and in writing.
- d. The single point of contact, their backup and Support Staff shall support the County's program with training as requested by County.
- e. The single point of contact, their backup and Support Staff shall attend and facilitate County's program meetings on an as needed basis.
- f. The single point of contact, their backup and Support Staff shall provide off-site technical phone support service for the web Hosted Software

Program to include off hours and weekends, 365 days per year. This support would include debugging and other application program and related support for this EAM System.

- g. Contractor shall assign adequate staffing and resources to provide the scope of work under this agreement. Resumes of Contractor's staff shall be reviewed and approved by the County.
- h. Contractor shall be required to background check their On-Site Support Staff employee(s) outlined in Section 18, Contractor Employee Criminal Background Investigation, of the Contract.
- i. The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.
- j. Contractor shall provide the Support Services as outlined in this Section. If applicable, the County shall monitor the daily attendance and activities of the On-Site Support Staff.

Task 9 Deliverables:

- a. Monthly support log with a list of all support activities performed.

4.10 TASK 10: MAINTENANCE SERVICES

The Contractor shall provide maintenance after final system acceptance throughout the term of the Contract. All maintenance performed should be accompanied with documentation or release notes describing the changes and require approval from the County Project Manager to initiate. Maintenance activities will be planned, performed and tested on development environments before deployed to production environments. Unless agreed to otherwise in advance by County, the Contractor shall provide all Maintenance Services, including the installation of Revisions, during Scheduled Downtime. Scheduled Downtime shall occur between the hours of 8 P.M. PST on Fridays until 5 A.M. PST on Saturdays. Contractor may change the Scheduled Downtime window by notifying County at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by County's Project Manager. Notwithstanding the foregoing, Contractor may request System Downtime for the provision of an emergency correction to the System. Such Downtime shall be deemed Scheduled Downtime, provided it has been approved by the County's Project Manager.

Maintenance shall include, but is not limited to, the following:

- a. Incremental system updates due to software bugs, standard product releases.

- b. System updates to ensure ongoing compatibility with technical requirements and any optional work performed prior to the update.
- c. Implementation of necessary system changes, enhancements or improvements to address County staff feedback or customer comments.
- d. Necessary fixes and adjustments to ensure all equipment continues to work properly and according to requirements specified in this Contract.

Task 10 Deliverables:

- a. Monthly maintenance log with a list of all maintenance activities performed.

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FUNCTIONAL REQUIREMENTS

1. COMMERCIAL-OFF-THE-SHELF SOFTWARE

- a. The EAM System shall require no modification to base code, but that are highly configurable to meet County's needs and business environments.

2. ENTERPRISE ASSET MANAGEMENT SYSTEM

- a. Capture Service Request information and support a process of analyzing, investigating, prioritizing, resolving, and reporting the results, along with potentially authorizing work orders when appropriate.
- b. Have the ability to generate work orders from service requests, create relationships between work orders, and attach work orders to any number of assets, or to locations without assets.
- c. Implement a computerized asset management and warehouse inventory control system in support of County's infrastructure.
 - i. SMD: sewer pipes, sewer manholes, siphons, pump stations, wastewater treatment plant, etc.
 - ii. RMD: roads, curb & gutter, sidewalks, driveway aprons, curb ramps, trees, drains, bridges, guardrails, walls, culverts, etc.
 - iii. OSD: traffic signs, traffic striping, pavement markings, traffic signals, traffic control cabinets, street lights, utility service locations, HVAC systems, electrical systems, plumbing systems, roadway striping, powerlines, communications lines, etc.
 - iv. WWD: water lines, system valves, pressure regulating stations, pump stations, hydrants, etc.
 - v. SWMD: dams, culverts, channels, etc.
- d. Support recurring, planned, inspection, emergency, rehabilitation, and replacement work performed by County and its contractors.
- e. Have the ability to track assets.
- f. Have the ability to configure inspections with user defined field and forms.
- g. Have the ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring shall result in a condition score on the asset. Scoring weights shall be determined by the County.
- h. Collect and store inspection and condition assessment data of an asset, such as, pipe corrosion, manholes condition, tree condition.
- i. GIS-centric EAM System will integrate with the County's Spatial Database Engine (SDE).
 - i. Have the ability to generate a map and track work orders against assets.
 - ii. Have the ability to create work request from inside the map interface.

FUNCTIONAL REQUIREMENTS

- iii. Have the ability to view all work activities on a dynamic map and label by priority, status, type, etc.
- iv. Have the ability to update GIS attributes from the mobile application
- v. Have the ability to support and detect relationship classes within the GIS Data.
- vi. Have the ability to use ESRI local government template ready.
- vii. Have the ability to query the ESRI geodatabase from within the EAM System.
- viii. Have a dynamic map interface allowing the user to view assets, search, pan, zoom, locate, measure distances, and include the capability to view the attribute information about the asset. Display all work activities such as service request, work orders, etc.)
- ix. Have the capability to support multiple map services, specific to users or groups of users, to meet the various GIS needs of each division.
- x. Have the ability to locate addresses utilizing ArcGIS locating services.
- xi. Have the ability to select assets in the GIS map, create work orders, and inspections associated with the selected assets.
- xii. Have the ability to attach multiple assets to a work order.
- xiii. Bi-directional ESRI GIS integration across all the modules.
- xiv. Have the ability to summarize asset condition by heat maps within a GIS dynamic map.
- xv. Have the ability to conduct a condition analysis from within a map interface, combining data and GIS attributes, which results in the selection of assets based on condition score range.
- xvi. Support a configurable dashboard.
- xvii. Can be configured to show the number of Work Orders open or the number of assets inspected.
- xviii. Capable of managing over 1 million operating assets as well as archived assets e.g. 106,000 manholes, 4,600 miles of sewer lines, 3,000 miles of roads, 1,800 traffic signals, 1,640,000 square feet of pavement markings pavement markings, etc. The EAM System shall not set limits on the number of assets, the size, or complexity of the asset data, other than those imposed by the underlying ESRI software.
- xix. Capable of managing millions of work orders.
- xx. Reporting across all modules on all standard and user-defined fields.

FUNCTIONAL REQUIREMENTS

- j. The EAM System shall be able to select safety plans based on the type of work being done. For example, asbestos abatement and lead abatement.
- k. The EAM System shall have an interface for dispatch that can assist staff to identify who the responsible division is, based on the GIS jurisdiction layer information and asset type. It will log and track all dispatch and service calls. It also shall be able to track or distinguish multiple callers per request. A dynamic map is required for staff to see the GIS assets in the area.

3. REPORTING TOOLS

- a. The EAM System shall have reporting tools that produce reports directly from the system. The reports should be able to use any field or attribute in the geodatabase. Reports should include but are not limited to various asset types, work type, work orders, inspections, condition assessment, etc. The report format should include, but is not limited to PDF, XLS, and CSV. The EAM system shall be usable with PowerBI DirectQuery.
- b. EAM System data shall be accessible in denormalized form to report writing tools through Open Database Connectivity (ODBC), Java Database connectivity, or other database connectivity that major report writing tools use (e.g. Crystal Reports, COGNOS).

4. MOBILE SOLUTIONS FOR FIELD WORKFORCE

It is anticipated that the deployment of a functional environment for field workers will significantly reduce travel time, reduce the number of field dispatches and eventually support a reduction in problem resolution time. The Contractors shall propose products and services that provide County with the following field workforce functionality:

- a. Access to the applicable functionality of the EAM System and related integrations, regardless of whether the user is connected to the network within County facilities or working in the field.
- b. Wireless dispatching of Service Requests, Service Orders, and Work Orders to the field crews.
- c. Field entry of Service Request, Service Order, and Work Order execution and completion data.
- d. Field access to basic asset and maintenance history information.
- e. GIS displays of data (dynamic map) that support Service Requests, Work Orders, service outages, major repair operations, and related data.
- f. Mobile system should be able to work in an offline mode.

FUNCTIONAL REQUIREMENTS

- g. Have the ability for the field users to enter data in an offline mode or create a new work order and or service request.
- h. Syncing of offline data with the live system can be user initiated or done automatically by the system.
- i. The mobile application must be developed by the EAM System as a package. Third party solutions will not be accepted.
- j. The mobile application shall be a native application to the latest version of iOS and Android or a responsive and fully mobile-aware website.
- k. The mobile application shall have access to multimedia files for a work order and have the ability to attach photos and/or videos to an inspection, work order, or service request.
- l. The EAM System shall be compatible with Internet Explorer 11, Edge, Chrome, Firefox, and Safari

5. INTEGRATION SERVICES

The EAM System must interact with several existing County computer systems. Key integrations are with the following information systems:

- a. County's GIS Systems (ESRI) Spatial Database Engine (SDE) ver. 10.4.1, ArcGIS Desktop 10.7.1
- b. Integrate with ESRI ArcGIS system including, but not limited to ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Collector, ArcGIS WorkForce, and ArcGIS Survey 123
- c. County's Oracle Database ver. 19C
- d. County's Microsoft SQL server Ver. 12.0.5579 SP2, County's Digital Closed Circuit Television (CCTV) sewer inspection system (Granitenet)
- e. County's water and wastewater SCADA historians for equipment run times
- f. County's Enterprise Document Management System (EDMS)
- g. **GIS Integration.** County uses ESRI GIS technology as its asset registry system of record for wastewater collection, water distribution, traffic operations, streets, flood control, and street light assets. County places a high priority on integration of its EAM System with this spatially-referenced asset data to enhance staff's ability to access, create, analyze, display, and manage these assets.
- h. **CCTV Inspection Integration.** The Sewer Maintenance and the Stormwater Maintenance business units utilize digital closed circuit television (CCTV) cameras to inspect the inside of pipelines. The GraniteNet software package, from CUES, Inc., is installed in six television inspection trucks which capture digital images, video data, and field entries

FUNCTIONAL REQUIREMENTS

for defects. The inspection data, images, and video are stored on a file server which is managed by the GraniteNet software for general access and viewing. County anticipates continuing to use the GraniteNet software package to manage sewer pipeline inspection data. GraniteNet by Cues.

- i. **Data Management:** County uses GraniteNet Basic to manage digital files of completed inspections on a file server. GraniteNet stores its internal asset and inspection data using Microsoft SQL Server. The video is stored as MPG files.
 - ii. **Operating System:** County has implemented GraniteNet using the Windows 10 operating system.
- i. **Customer Information System Integration.** The Waterworks business units utilize customer information system for our billing unit that serves all of our customers within the district. The CIS monitors customer data, service order, meter data, account data, etc. Waterworks anticipates develops our business process requirements between the systems to be supported by the interface.
- j. **Water and Wastewater SCADA Historians.** County's water distribution system and plants, and its wastewater collection system and plants use Supervisory Control and Data Acquisition (SCADA) systems for real-time process control (ClearSCADA and Wonderware). The EAM System will import equipment run time data from these SCADA systems' historians for scheduling recurring work orders/inspections (e.g., preventive maintenance) for the water and wastewater plants and pump stations. County will be responsible for identifying the variables and protocol for sending the run time data to the EAM System.

TECHNICAL REQUIREMENTS

1. GENERAL

- a. The EAM System shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).
- b. The Contractor shall provide to County the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report shall include the documented corrective action plan which addresses each audit finding or exception and identify in detail the remedial action to be taken along with the date(s) when each remedial action is to be implemented.
- c. Contractor shall require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data).
- d. The EAM System shall consist of a set of integrated modules supported by the Contractor. Use of any third-party module as part of the proposed solution will not be accepted.
- e. County expects the EAM System provider to offer a subscription for maintenance and support.

2. ACCESS

- a. The EAM System shall use provide Multi-factor authentication.
- b. The EAM System shall support password complexity that meets the County Password Security or equivalent: A minimum of 8 characters with at least three of the four characteristics (Alphanumeric, Upper Case, Lower Case, Special Character). All default passwords in the system, hardware, and/or software shall be changed prior to deployment.
- c. Passwords should not be displayed in clear text (Password Masking).
- d. Password resets can only occur when the user has confirmed their identity through the recovery process using the established Multi-Factor Authentication.
- e. The EAM System shall require users to enter current password along with the new password when changing passwords.
- f. The EAM System shall provide the ability to define role-based access with different security groups.
- g. The EAM System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).
- h. The EAM System shall include detailed, read-only, searchable, filterable, exportable, and accessible via API audit trails/logs for all actions (e.g., login, maintenance, activity) performed in the environment and system.
- i. Access to County data shall be limited only to the Contractor or Service Provider's personnel to perform work necessary defined in the scope of services. County must be notified in writing of any third party which the Contractor is required to share County data.

TECHNICAL REQUIREMENTS

- j. The EAM System shall lock the user's account after five (5) successive failed attempts within a 30-minute period.
- k. The EAM System shall not store sensitive data in cookies or URLs.

3. DATA, BACKUP, AND RECOVERY

- a. The Contractor shall provide all raw data to the County when requested or at the end of the project/contract in a format mutually agreed upon.
- b. The EAM System shall provide the ability to automatically export all system data.
- c. All system data center(s) and backup/replication locations shall reside in the Continental United States.
- d. The EAM System shall perform backups with no adverse effect on performance.
- e. At minimum, EAM System data shall be backed up daily.
- f. Contractor shall have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. EAM System shall be monitored to ensure the effectiveness of security controls. Contractor shall promptly notify the County Project Manager and Departmental Security Officer within twenty-four (24) hours of when there is a suspected system breach.
- g. Contractor shall have the ability to restore data or portions of data within 8 hours after request is made.
- h. The Contractor or Service Provider shall wipe PW data from all storage media after contract termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation.
- i. The EAM System shall use AES-256 encryption or stronger for all data in storage.
- j. The EAM System's backup media shall be encrypted.
- k. All application logs shall not contain sensitive data. All sensitive data shall be redacted or de-identified in reports, dashboards, exports, and web services (e.g., last four (4) SSN).

4. INFRASTRUCTURE AND HOSTING ENVIRONMENT

- a. The EAM System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).
 - i. Any servers part of the System shall operate on software under support or no less than 1 year out of support by their vendor
- b. The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) or Detection (HIDS) system, Network Intrusion Prevention (NIPS) or Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.
- c. The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.
- d. The EAM System shall be contained by a perimeter firewall to protect the network from external attacks.
- e. The EAM System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.

TECHNICAL REQUIREMENTS

- f. The EAM System shall have measures to prevent the upload of unauthorized files (e.g., executable files).
- g. The EAM System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).
- h. The EAM System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).

5. PERFORMANCE AND AVAILABILITY

- a. The system environments shall operate on a 24x7x365 basis.
- b. EAM System availability shall be ninety-nine percent (99.9%)

“System Availability” shall be calculated as follows:

System Availability = (Total Monthly Time – Unscheduled Downtime) ÷ Total Monthly Time

- c. The EAM System shall have an average response time of two (2) seconds, as measured from the Hosted Environments.

6. COMPATIBILITY AND INTEGRATION

- a. The EAM System shall provide a secure web-based user interface accessible from any web browser (e.g. Internet Explorer 11, Edge, Chrome, Firefox, Safari, etc.) or from any device and shall not require plug-ins or additional installed software (e.g., Adobe Flash).
- b. The EAM System shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (<http://www.ada.gov/>), the Rehabilitation Act Section 508 (<http://www.section508.gov/>, etc.)).
- c. The EAM System shall provide Apigee compatible RESTful APIs with SWAGGER descriptions that allow the reading and writing of all County data in the EAM System.
- d. All EAM System data shall be available to the County via web services (e.g. REST Application Programming Interface (API)) and shall use secure authentication and encryption (128-bit or greater).
- e. The EAM System shall provide Single Sign On (SSO) capability for County users using the County’s Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).
- f. The EAM System shall transmit sensitive data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).

**GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET
MANAGEMENT SYSTEM SERVICES**

RFP NO. BRC0000203

PRICING SCHEDULE

Geographic Information System-Centric Enterprise Asset Management System Services

The undersigned Proposer offers to perform the EAM System 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, overtime, 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.

Instructions: The Proposer must provide total costs to deliver the EAM System project as described in Exhibit A, Scope of Work. Proposer shall provide the following: (1) One-time implementation costs, (2) On-going Annual Subscription costs (for a three-year initial term plus two (2) optional one-year renewals, if exercised by the County), and (3) Additional Training Sessions.

1.0 One-Time Implementation Fees for EAM System

The County requests that Proposers break down the individual service detail as provided below. At a minimum, the Proposer must provide a total one-time cost for implementation which must include all Deliverables identified in Exhibit A, and total the cost at the bottom on line 1.7.

Services Detail	Cost
1.1 – TASK 1 - Project Initiation and Planning	\$ _____
1.2 a – TASK 2 – Sewer Main't (SM) Review, Analysis, and Design.....	\$ _____
b – TASK 2 – Road Main't (RM) Review, Analysis, and Design.....	\$ _____
c – TASK 2 – Waterworks (WW) Review, Analysis, and Design.....	\$ _____
d – TASK 2 – Operational Services (OS) Review, Analysis, and Design.....	\$ _____
e – TASK 2 – Stormwater Main't (SWM) Review, Analysis, and Design (To Be Determined (TBD))....	\$ _____
f – TASK 2 – Additional Division (AD) Review, Analysis, and Design (TBD)	\$ _____
1.3 a – TASK 3 – SM Development/Setup, Installation, and Configuration.....	\$ _____
b – TASK 3 – RM Development/Setup, Installation, and Configuration.....	\$ _____
c – TASK 3 – WW Development/Setup, Installation, and Configuration.....	\$ _____
d – TASK 3 – Operational Services (OS) Development/Setup, Installation, and Configuration..	\$ _____
e – TASK 3 –SWM Development/Setup, Installation, and Configuration (TBD)	\$ _____
f – TASK 3 – Additional Division (AD) Development/Setup, Installation, and Configuration (TBD)	\$ _____

1.4 – TASK 4 – Migration	\$ _____
1.5 – TASK 5 – Testing	\$ _____
1.6 – TASK 6 – Training	\$ _____
1.7 a – TASK 7 – SM Deployment – Dress Rehearsal & Go Live	\$ _____
b – TASK 7 – RM Deployment – Dress Rehearsal & Go Live	\$ _____
c – TASK 7 – WW Deployment – Dress Rehearsal & Go Live	\$ _____
d – TASK 7 – Operational Services (OS) Deployment - Dress Rehearsal & Go Live.....	\$ _____
e – TASK 7 –SWM Deployment – Dress Rehearsal & Go Live (TBD).....	\$ _____
f – TASK 7 – Additional Division (AD) Deployment – Dress Rehearsal & Go Live (TBD).....	\$ _____
Total One-Time Implementation Fees (sum of 1.1 – 1.7)	\$ _____
Assumptions. <i>Proposer shall provide any assumptions for their implementation pricing proposal, for information purposes only (attach additional page if needed).</i>	

2.0 Annual Subscription Fees*					
The County anticipates the EAM System usage and space requirements may increase over time. Proposer shall provide additional pricing based on the Tier levels described below. <i>Tier 1 will be evaluated and scored. Tier 2, and 3 will be for information purposes only. County will not pay Annual Subscription Fees until the EAM System is successfully implemented as determined by County.</i>					
Services Detail			Annual Cost**	Years	Total Cost (Annual Cost x Yrs)
Tier 1		Up to 60 named users or 30 concurrent users	\$ _____	5	\$ _____
For Information Purposes	<i>Tier 2</i>	<i>500 named users or 250 concurrent users</i>	\$ _____	5	\$ _____
	<i>Tier 3</i>	<i>Unlimited users</i>	\$ _____	5	\$ _____
Assumptions. <i>Proposer shall provide any assumptions for their implementation pricing proposal, for information purposes only (attach additional page if needed).</i>					

Annual Subscription Fees Footnotes:
* Annual subscription rate to include all required work specified in the RFP and Contract, including but not limited to, (1) Phone and email technical support for administrative users; (2) Phone and email technical support for Users; (3) Web-based training for all Users; (4) Supplemental online video training; and (5) maintenance and support, and vendor hosting. Annual Subscription Fees are not due until the EAM System is successfully implemented and has achieved Final Acceptance as determined by County.
** This annual cost shall be applied across all contract years, including the renewal years if exercised by County.

3.0 Additional Training Sessions Fees

Upon Final Acceptance, the County may request future in person classroom trainings for Users of the System. Total Cost shall be Session Cost multiplied by Unit.

Services Detail	Session Cost*	Unit	Total Cost (Session Cost x Unit)
3.1 Train-the-trainer training sessions (25 students, 4 hour class)	\$ _____	5	\$ _____
3.2 Comprehensive training for users (25 students, 3 hour class)	\$ _____	5	\$ _____
Total Additional Training Sessions Fees			\$ _____

Additional Training Session Fees Footnotes:

*Session Cost shall be fully-loaded

4.0 Total Fees

Provide all costs as identified below.

Services Detail	Total Cost
1.0 Total One-Time Implementation Fees	\$ _____
2.0 Total Tier 1 ONLY Annual Subscription Fees	\$ _____
3.0 Total Additional Training Sessions Fees	\$ _____
TOTAL PROPOSED PRICE FOR EVALUATION	\$ _____

5.0 Firm Fixed Hourly Rate For Optional Work

(For information Only - Hourly rate will not be evaluated and scored.)

Firm Fixed Hourly Rate for Optional Work	\$ _____/hour
--	---------------

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

LEGAL NAME OF PROPOSER	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL	
TITLE OF AUTHORIZED PERSON	
DATE	
PROPOSER'S ADDRESS:	
E-MAIL	
PHONE	MOBILE

**GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET
MANAGEMENT SYSTEM SERVICES
RFP NO. BRC0000203**

REQUIRED FORMS

TABLE OF FORMS

PW-1	Verification of Proposal
PW-2	Intentionally Omitted
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 County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request A Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Familiarity with the County Lobbyist Ordinance Certification
PW-20	Disallowed Cost Attestation
PW-21	Compliance with the Minimum Requirements
PW-22	Systems Requirements Response Form

ATTACHMENTS

1. Sample Contract
2. Additional Information Technology Provisions
3. Indemnification and Insurance Provisions
4. Safely Surrendered Baby Law Flyer
5. Defaulted Property Tax Reduction Program
6. Performance Requirement Summary
7. Information Security and Privacy Requirements

VERIFICATION OF PROPOSAL

DATE: _____, 202	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. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: _____			
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.: _____	
Physical Address (NO P.O. BOX): _____		Mobile No.: _____	
e-mail: _____		Fax No.: _____	
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. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____

Type name and title:

INTENTIONALLY OMITTED

**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: _____
 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

	2016	2017	2018	2019	2020	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.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

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 antidiscrimination 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

Proposer	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

FORM PW-8

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in Community Business Enterprises (CBE) participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

County of Los Angeles
Request for County's Preference Program Consideration and
Community Business Enterprises Firm/Organization Information Form

- I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm:	County WebVen No.:		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

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:

- 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 Proprietorship	<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. Proposer further 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 his/her judgment shall be final.**

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 and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation 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 **ten 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 supporting documentation)

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

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.

Check the Certification below that is applicable to your company

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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)

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. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

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 LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

A. ☐ Pending Litigation ☐ Threatened 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/threatened litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threatened 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/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ Date: _____

**GEOGRAPHIC INFORMATION SYSTEM -CENTRIC ENTERPRISE ASSET MANAGEMENT
SYSTEM SERVICES (BRC0000203)**

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Proposer's Name

Address

- ☐ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: _____ Date: _____

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Print Name:	Title
Signature:	Date:

DISALLOWED COST ATTESTATION

Proposer's Name

PROPOSER ATTESTATION

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Proposer acknowledges and certifies compliance with the above paragraph.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your proposal, may subject your proposal to disqualification or other actions, at the sole discretion of the County

Note: No subcontracting is allowed to meet any of the Minimum Mandatory Requirements for this service.

At the time of proposal submission, Proposers must meet the following minimum requirements:

1. Proposer must have an EAM System that is an existing commercial-off-the-shelf solution (COTS) that is currently being offered as a fully managed Software as a Service (SaaS) solution supported by the Proposer. Please note that if you select "No" on any of these items, **your proposal will be immediately disqualified as non-responsive.** Complete Table Below.

Name of Proposer	Name of EAM System and Provide Brief Description	Requirements Met (Response required for all questions)	Page Numbers in Proposal with supporting detail*
	Name of System: Brief Description:	1. EAM System is Commercial Off the Shelf (COTS)? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System is fully managed Software as a Service (SaaS) solution? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. EAM System is supported by the Proposer? <input type="checkbox"/> Yes <input type="checkbox"/> No	

*List Page No. in proposal supporting this minimum mandatory requirement. Please attach additional pages if needed.

2. Proposer must have completed at least five (5) successful implementations of the proposed EAM System solution for public agencies, including at least one (1) public agency with comparable asset inventories (at least 1.2 million asset records) to the County within the last five years (5).

☐ Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to support this minimum mandatory requirement.)

Name of EAM System and Provide Brief Description	Project Start/End Dates & Final Acceptance (Mo/Yr. to Mo/Yr.)	Requirement(s) Met (Check all that apply)	Page Numbers in Proposal with supporting detail*
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System had comparable asset inventories of at least 1.2 million asset records? <input type="checkbox"/> Yes – List number of asset record: _____ <input type="checkbox"/> No – List number of asset record: _____	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System had comparable asset inventories of at least 1.2 million asset records? <input type="checkbox"/> Yes – List number of asset record: _____ <input type="checkbox"/> No – List number of asset record: _____	

Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System had comparable asset inventories of at least 1.2 million asset records? <input type="checkbox"/> Yes – List number of asset record: _____ <input type="checkbox"/> No – List number of asset record: _____	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System had comparable asset inventories of at least 1.2 million asset records? <input type="checkbox"/> Yes – List number of asset record: _____ <input type="checkbox"/> No – List number of asset record: _____	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System had comparable asset inventories of at least 1.2 million asset records? <input type="checkbox"/> Yes – List number of asset record: _____ <input type="checkbox"/> No – List number of asset record: _____	

*List Page No. in proposal supporting this minimum mandatory requirement. Please attach additional pages if needed.

☐ No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

3. Proposer must have the proposed EAM System in production for horizontal or underground infrastructure asset management (e.g., streets, water distribution, or wastewater collection) in at least five (5) referenceable public agencies, including fully functional GIS capability.

☐ Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name of EAM System and Provide Brief Description	Project Start/End Dates & Final Acceptance (Mo/Yr. to Mo/Yr.)	Client Name, including Contact Name and Contact Phone/Email	Requirement(s) Met (Check all that apply)	Page Numbers in Proposal with supporting detail*
<p>Name of System:</p> <p>Brief Description:</p>	<p>Start: _____ / 201____</p> <p>to</p> <p>End: _____ / 20____</p> <p>Final Acceptance Date:</p> <p>_____</p>	<p>Client Name:</p> <p>_____</p> <p>Contact Name:</p> <p>_____</p> <p>Contact Phone/E-mail:</p> <p>_____</p> <p>_____</p>	<p>1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. EAM System was for horizontal or underground infrastructure? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. EAM System had GIS capability? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Name of System:</p> <p>Brief Description:</p>	<p>Start: _____ / 201____</p> <p>to</p> <p>End: _____ / 20____</p>	<p>Client Name:</p> <p>_____</p> <p>Contact Name:</p> <p>_____</p>	<p>1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. EAM System was for horizontal or underground infrastructure?</p>	

	Final Acceptance Date: _____	Contact Phone/E-mail: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No 3. EAM System had GIS capability? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	Client Name: _____ Contact Name: _____ Contact Phone/E-mail: _____ _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System was for horizontal or underground infrastructure? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. EAM System had GIS capability? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	Client Name: _____ Contact Name: _____ Contact Phone/E-mail: _____ _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System was for horizontal or underground infrastructure? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. EAM System had GIS capability? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Name of System: Brief Description:	Start: _____ / 201____	Client Name: _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System was for horizontal or underground infrastructure? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. EAM System had GIS capability? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	to End: _____ / 20____	Contact Name: _____		
	Final Acceptance Date: _____	Contact Phone/E-mail: _____ _____		

*List Page No. in proposal supporting this minimum mandatory requirement. Please attach additional pages if needed.

☐ No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

4. Proposer must have the proposed EAM System in production for vertical infrastructure asset management (e.g., plants, buildings) in at least five (5) referenceable public agencies.

☐ Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name of EAM System and Provide Brief Description	Project Start/End Dates & Final Acceptance (Mo/Yr. to Mo/Yr.)	Client Name, including Contact Name and Contact Phone/Email	Requirement(s) Met (Check all that apply)	Page Numbers in Proposal with supporting detail*
Name of System:	Start: _____ / 201____ to End: _____ / 20____	Client Name: _____ Contact Name: _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Brief Description:	Final Acceptance Date: _____	Contact Phone/E-mail: _____ _____	2. EAM System was for vertical infrastructure asset management? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	Client Name: _____ Contact Name: _____ Contact Phone/E-mail: _____ _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System was for vertical infrastructure asset management? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	Client Name: _____ Contact Name: _____ Contact Phone/E-mail: _____ _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System was for vertical infrastructure asset management? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	Client Name: _____ Contact Name: _____ Contact Phone/E-mail: _____ _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System was for vertical infrastructure asset management? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	Client Name: _____ Contact Name: _____ Contact Phone/E-mail: _____ _____	1. EAM System was for a public agency? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System was for vertical infrastructure asset management? <input type="checkbox"/> Yes <input type="checkbox"/> No	

*List Page No. in proposal supporting this minimum mandatory requirement. Please attach additional pages if needed.

☐ No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

5. Proposer must have managed or led at least five successful referenceable integrations of the proposed EAM System with the ESRI ArcGIS system within the last five (5) years.

☐ Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

Name of EAM System and Provide Brief Description	Project Start/End Dates & Final Acceptance (Mo/Yr. to Mo/Yr.)	Client Name, including Contact Name and Contact Phone/Email	Requirement(s) Met (Check all that apply)	Page Numbers in Proposal with supporting detail*
Name of System: Brief Description:	Start: _____ / 201____ to End: _____ / 20____ Final Acceptance Date: _____	Client Name: _____ Contact Name: _____ Contact Phone/E-mail: _____ _____	1. EAM System was managed or led? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. EAM System has ESRI ArcGIS? <input type="checkbox"/> Yes <input type="checkbox"/> No	

<p>Name of System:</p> <p>Brief Description:</p>	<p>Start: _____ / 201____</p> <p>to</p> <p>End: _____ / 20____</p> <p>Final Acceptance Date:</p> <p>_____</p>	<p>Client Name:</p> <p>_____</p> <p>Contact Name:</p> <p>_____</p> <p>Contact Phone/E-mail:</p> <p>_____</p> <p>_____</p>	<p>1. EAM System was managed or led?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>2. EAM System has ESRI ArcGIS?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<p>Name of System:</p> <p>Brief Description:</p>	<p>Start: _____ / 201____</p> <p>to</p> <p>End: _____ / 20____</p> <p>Final Acceptance Date:</p> <p>_____</p>	<p>Client Name:</p> <p>_____</p> <p>Contact Name:</p> <p>_____</p> <p>Contact Phone/E-mail:</p> <p>_____</p> <p>_____</p>	<p>1. EAM System was managed or led?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>2. EAM System has ESRI ArcGIS?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<p>Name of System:</p> <p>Brief Description:</p>	<p>Start: _____ / 201____</p> <p>to</p> <p>End: _____ / 20____</p> <p>Final Acceptance Date:</p> <p>_____</p>	<p>Client Name:</p> <p>_____</p> <p>Contact Name:</p> <p>_____</p> <p>Contact Phone/E-mail:</p> <p>_____</p> <p>_____</p>	<p>1. EAM System was managed or led?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>2. EAM System has ESRI ArcGIS?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<p>Name of System:</p>	<p>Start: _____ / 201____</p> <p>to</p>	<p>Client Name:</p> <p>_____</p>	<p>1. EAM System was managed or led?</p> <p><input type="checkbox"/> Yes</p>	

Brief Description:	End: _____ / 20_____ Final Acceptance Date: _____	Contact Name: _____ Contact Phone/E-mail: _____ _____	<input type="checkbox"/> No 2. EAM System has ESRI ArcGIS? <input type="checkbox"/> Yes <input type="checkbox"/> No	
--------------------	---	---	--	--

*List Page No. in proposal supporting this minimum mandatory requirement. Please attach additional pages if needed.

- ☐ No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

6. Proposer must be a member of ESRI Partner Network Gold tier or higher.

- ☐ Yes. Proposer does meet the requirement stated above. (In addition to responding on this form, please provide a copy of the membership in your proposal to support this minimum mandatory requirement).

Proposer Name	ESRI Partner Network Gold tier or higher	Page Numbers in Proposal with supporting detail*
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List Page No. in proposal supporting this minimum mandatory requirement. Please attach additional pages if needed.

- ☐ No. Proposer does not meet the requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name:	
Print Name:	Title:
Signature:	Date:

SYSTEM REQUIREMENTS RESPONSE FORM

As a participant in the Geographic Information System (GIS)-Centric Enterprise Asset Management System (System) Request for Proposal (RFP) conducted by the County, you are required to provide responses for the items shown on the sheets provided in this workbook.

Instructions to complete:

- A) Tabs 1.0 thru 2.0: Provide a response in columns (Response Code and Comments) which are unprotected and can be used for entry. All other fields are restricted.
- B) Comments are limited to 1,000 characters per section. The County recommends keeping each comment within the character limit provided. However, if a comment does require more than the 1,000 character space provided, consolidate all responses in a Microsoft Word document, labeling each response according to the associated row number, e.g., 1.2.3
- C) An omitted response will be assumed to be the same as a response of "Not Available."
- D) Only one (1) response code per requirement will be accepted per requirement.
- E) Any deviation from the response codes will be recoded at County's discretion.

1.0 Functional Requirements

Response Codes and Instructions:

Available	Functional requirement is currently available through the existing system or through a 3rd party software. <i>If requirement will be met through a 3rd party, provide comments on the 3rd party software.</i>
Customization	Functional requirement is not currently available in the system. However, it will be available through customization. <i>If indicating Customization</i> , provide comment on what will need to be customized and provide a specific time frame for functionality to be available.
Not Available	Functional requirements is not available and not planned to be developed

2.0 Technical Requirements

Response Codes:

Yes	Technical Requirement is available
No	Technical Requirement is not available

Systems Requirements Response Form

1.0 Functional Requirements

Systems Requirements Response Form					
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Proposer Name: </div>					
1.0 System Functional Requirements					
1.1 Commercial-Off-The-Shelf Software					
Functional Requirement Response Form Matrix					
		Response Code			
		Available	Customization	Not Available	Comments
1.1.1	The EAM System shall consist of a set of integrated modules supported by the Contractor. Use of any third-party module as part of the proposed solution will not be accepted				
1.2 Enterprise Asset Management System					
Functional Requirement Response Form Matrix					
		Available	Customization	Not Available	Comments
1.2.1	The EAM System shall capture Service Request information and support a process of analyzing, investigating, prioritizing, resolving, and reporting the results, along with potentially authorizing work orders when appropriate.				
1.2.2	The EAM System shall have the ability to generate work orders from service requests, create relationships between work orders, and attach work orders to any number of assets, or to locations without assets.				
1.2.3	The EAM System shall be implement as a computerized asset management and warehouse inventory control system in support of County's infrastructure. i. SMD: sewer pipes, sewer manholes, siphons, pump stations, wastewater treatment plant, etc. ii. RMD: roads, curb & gutter, sidewalks, driveway aprons, curb ramps, trees, drains, bridges, guardrails, walls, culverts, etc. iii. OSD: traffic signs, traffic striping, pavement markings, traffic signals, traffic control cabinets, street lights, utility service locations, HVAC systems, electrical systems, plumbing systems, roadway striping, powerlines, communications lines, etc. iv. WWD: water lines, system valves, pressure regulating stations, pump stations, hydrants, etc. v. SWMD: dams, culverts, channels, etc.				

Systems Requirements Response Form

1.0 Functional Requirements

1.2.4	The EAM System shall support recurring, planned, inspection, emergency, rehabilitation, and replacement work performed by County and its contractors.				
1.2.5	The EAM System shall have the ability to track assets.				
1.2.6	The EAM System shall have the ability to track and prioritize work orders by multiples attributes.f. Have the ability to track and prioritize work orders by multiples attributes.				
1.2.7	The EAM System shall have the ability to configure inspections with user defined field and forms.				
1.2.8	The EAM System shall have the ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring shall result in a condition score on the asset. Scoring weights shall be determined by the County.				
1.2.9	The EAM System shall be able to collect and store inspection and condition assessment data of an asset, such as, pipe corrosion, manholes condition, tree condition.				
1.2.10	<p>The EAM System shall be able to integrate with the County's Spatial Database Engine (SDE).</p> <ul style="list-style-type: none"> i. Have the ability to generate a map and track work orders against assets. ii. Have the ability to create work request from inside the map interface. iii. Have the ability to view all work activities on a dynamic map and label by priority, status, type, etc. iv. Have the ability to update GIS attributes from the mobile application v. Have the ability to support and detect relationship classes within the GIS Data. vi. Have the ability to use ESRI local government template ready. vii. Have the ability to query the ESRI geodatabase from within the EAM System. viii. Have a dynamic map interface allowing the user to view assets, search, pan, zoom, locate, measure distances, and include the capability to view the attribute information about the asset. Display all work activities such as service request, work orders, etc.) ix. Have the capability to support multiple map services, specific to users or groups of users, to meet the various GIS needs of each division. x. Have the ability to locate addresses utilizing ArcGIS locating services. xi. Have the ability to select assets in the GIS map, create work orders, and inspections associated with the selected assets. 				
1.2.11	The EAM System shall be able to select safety plans based on the type of work being done. For example, asbestos abatement and lead abatement.				

Systems Requirements Response Form

1.0 Functional Requirements

1.2.12	The EAM System shall have an interface for dispatch that can assist staff to identify who the responsible division is, based on the GIS jurisdiction layer information and asset type. It will log and track all dispatch and service calls. It also shall be able to track or distinguish multiple callers per request. A dynamic map is required for staff to see the GIS assets in the area.				
1.3 Reporting Tools					
Functional Requirement Response Form Matrix		Response Code			
		Available	Customization	Not Available	Comments
1.3.1	The EAM System shall have reporting tools that produce reports directly from the system. The reports should be able to use any field or attribute in the geodatabase. Reports should include but are not limited to various asset types, work type, work orders, inspections, condition assessment, etc. The report format should include, but is not limited to PDF, XLS, and CSV. The EAM system shall be usable with PowerBI DirectQuery.				
1.3.2	The EAM System data shall be accessible in denormalized form to report writing tools through Open Database Connectivity (ODBC), Java Database connectivity, or other database connectivity that major report writing tools use (e.g. Crystal Reports, COGNOS).				
1.4 Mobile Solutions for Field Workforce					
Functional Requirement Response Form Matrix		Response Code			
		Available	Customization	Not Available	Comments
1.4.1	The EAM System shall provide access to the applicable functionality of the EAM System and related integrations, regardless of whether the user is connected to the network within County facilities or working in the field.				
1.4.2	The EAM System shall provide wireless dispatching of Service Requests, Service Orders, and Work Orders to the field crews.				
1.4.3	The EAM System shall allow field entry of Service Request, Service Order, and Work Order execution and completion data.				
1.4.4	The EAM System shall allow field access to basic asset and maintenance history information.				

Systems Requirements Response Form

1.0 Functional Requirements

1.4.5	The EAM System shall provide GIS displays of data (dynamic map) that support Service Requests, Work Orders, service outages, major repair operations, and related data.				
1.4.6	The EAM System's Mobile application should be able to work in an offline mode.				
1.4.7	The EAM System shall allow the field users to enter data in an offline mode or create a new work order and or service request.				
1.4.8	The EAM System's syncing of offline data with the live system can be user initiated or done automatically by the system.				
1.4.9	The Sysem's mobile application must be developed by the EAM system as a package. Third party solutions will not be accepted.				
1.4.10	The mobile application shall be a native application to the latest version of iOS and Android or a responsive and fully mobile-aware website.				
1.4.11	The EAM System's mobile application shall have access to multimedia files for a work order and have the ability to attach photos and/or videos to an inspection, work order, or service request.				
1.4.12	The EAM System shall be compatible with Internet Explorer 11, Edge, Chrome, Firefox, and Safari.				

1.5 Integration Services

Functional Requirement Response Form Matrix		Response Code			Comments
		Available	Customization	Not Available	
1.5.1	The EAM System shall integrate with County's GIS Systems (ESRI) Spatial Database Engine (SDE) ver. 10.4.1, ArcGIS Desktop 10.7.1				
1.5.2	The EAM System shall integrate with ESRI ArcGIS system including, but not limited to ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Collector, ArcGIS WorkForce, and ArcGIS Survey 123.				
1.5.3	The EAM System shall integrate with County's Oracle Database ver. 19C				
1.5.4	The EAM System shall integrate with County's Microsoft SQL server Ver. 12.0.5579 SP2, County's Digital Closed Circuit Television (CCTV) sewer inspection system (Granitenet)				
1.5.5	The EAM System shall integrate with County's water and wastewater SCADA historians for equipment run times				
1.5.6	The EAM System shall integrate with County's Enterprise Document Management System (EDMS)				

Systems Requirements Response Form
1.0 Functional Requirements

1.5.7	<p>GIS Integration. County uses ESRI GIS technology as its asset registry system of record for wastewater collection, water distribution, traffic operations, streets, flood control, and street light assets. County places a high priority on integration of its EAM System with this spatially-referenced asset data to enhance staff's ability to access, create, analyze, display, and manage these assets.</p>				
1.5.8	<p>CCTV Inspection Integration. The Sewer Maintenance and the Stormwater Maintenance business units utilize digital closed circuit television (CCTV) cameras to inspect the inside of pipelines. The GraniteNet software package, from CUES, Inc., is installed in six television inspection trucks which capture digital images, video data, and field entries for defects. The inspection data, images, and video are stored on a file server which is managed by the GraniteNet software for general access and viewing. County anticipates continuing to use the GraniteNet software package to manage sewer pipeline inspection data. GraniteNet by Cues.</p> <p>i. Data Management: County uses GraniteNet Basic to manage digital files of completed inspections on a file server. GraniteNet stores its internal asset and inspection data using Microsoft SQL Server. The video is stored as MPG files.</p> <p>ii. Operating System: County has implemented GraniteNet using the Windows 10 operating system.</p>				
1.5.9	<p>Customer Information System Integration. The Waterworks business units utilize customer information system for our billing unit that serves all of our customers within the district. The CIS monitors customer data, service order, meter data, account data, etc. Waterworks anticipates develops our business process requirements between the systems to be supported by the interface.</p>				
1.5.10	<p>Water and Wastewater SCADA Historians. County's water distribution system and plants, and its wastewater collection system and plants use Supervisory Control and Data Acquisition (SCADA) systems for real-time process control (ClearSCADA and Wonderware). The EAM System will import equipment run time data from these SCADA systems' historians for scheduling recurring work orders/inspections (e.g., preventive maintenance) for the water and wastewater plants and pump stations. County will be responsible for identifying the variables and protocol for sending the run time data to the EAM System.</p>				

Systems Requirements Response Form 2.0 Technical Requirements

Systems Requirements Response Form

Proposer Name:

2.1 General Technical Requirements

Technical Requirement Response Form Matrix		AVAILABLE		
		YES	NO	Comments
2.1.1	The EAM System shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).			
2.1.2	The Contractor shall provide to County the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report shall include the documented corrective action plan which addresses each audit finding or exception and identify in detail the remedial action to be taken along with the date(s) when each remedial action is to be implemented.			
2.1.3	The Contractor shall require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data).			
2.1.4	The EAM System shall consist of a set of integrated modules supported by the Contractor. Use of any third-party module as part of the proposed solution will not be accepted.			
2.1.5	County expects the EAM System provider to offer a subscription for maintenance and support.			

2.2 Access

Technical Requirement Response Form Matrix		AVAILABLE		
		YES	NO	Comments
2.2.1	The EAM System shall use provide Multi-factor authentication.			
2.2.2	The EAM System shall support password complexity that meets the County Password Security or equivalent: A minimum of 8 characters with at least three of the four characteristics (Alphanumeric, Upper Case, Lower Case, Special Character). All default passwords in the system, hardware, and/or software shall be changed prior to deployment.			
2.2.3	Passwords should not be displayed in clear text (Password Masking).			
2.2.4	Password resets can only occur when the user has confirmed their identity through the recovery process using the established Multi-Factor Authentication.			
2.2.5	The EAM System shall require users to enter current password along with the new password when changing passwords.			

Systems Requirements Response Form

2.0 Technical Requirements

2.2.6	The EAM System shall provide the ability to define role-based access with different security groups.				
2.2.7	The EAM System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).				
2.2.8	The EAM System shall include detailed, read-only, searchable, filterable, exportable, and accessible via API audit trails/logs for all actions (e.g., login, maintenance, activity) performed in the environment and system.				
2.2.9	Access to County data shall be limited only to the Contractor or Service Provider's personnel to perform work necessary defined in the scope of services. County must be notified in writing of any third party which the Contractor is required to share County data.				
2.2.10	The EAM System shall lock the user's account after five (5) successive failed attempts within a 30-minute period.				
2.2.11	The EAM System shall not store sensitive data in cookies or URLs.				
2.3 Data, Backup, and Recovery					
Technical Requirement Response Form Matrix		AVAILABLE			
		YES	NO	Comments	
2.3.1	The Contractor shall provide all raw data to the County when requested or at the end of the project/contract in a format mutually agreed upon.				
2.3.2	The EAM System shall provide the ability to automatically export all system data.				
2.3.3	All system data center(s) and backup/replication locations shall reside in the Continental United States.				
2.3.4	The EAM System shall perform backups with no adverse effect on performance.				
2.3.5	At minimum, EAM System data shall be backed up daily.				
2.3.6	Contractor shall have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. EAM System shall be monitored to ensure the effectiveness of security controls. Contractor shall promptly notify the County Project Manager and Departmental Security Officer within twenty-four (24) hours of when there is a suspected system breach.				
2.3.7	Contractor shall have the ability to restore data or portions of data within 8 hours after request is made.				
2.3.8	The Contractor or Service Provider shall wipe PW data from all storage media after contract termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation.				
2.3.9	The EAM System shall use AES-256 encryption or stronger for all data in storage.				
2.3.10	The EAM System's backup media shall be encrypted.				
2.3.11	All application logs shall not contain sensitive data. All sensitive data shall be redacted or de-identified in reports, dashboards, exports, and web services (e.g., last four (4) SSN).				

Systems Requirements Response Form 2.0 Technical Requirements

2.4 Infrastructure and Hosting Environment

	Technical Requirement Response Form Matrix		AVAILABLE	
		YES	NO	Comments
2.4.1	The EAM System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application). i. Any servers part of the System shall operate on software under support or no less than 1 year out of support by their vendor			
2.4.2	The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) or Detection (HIDS) system, Network Intrusion Prevention (NIPS) or Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.			
2.4.3	The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.			
2.4.4	The EAM System shall be contained by a perimeter firewall to protect the network from external attacks.			
2.4.5	The EAM System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.			
2.4.6	The EAM System shall have measures to prevent the upload of unauthorized files (e.g., executable files).			
2.4.7	The EAM System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).			
2.4.8	The EAM System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).			

2.5 Performance and Availability

	Technical Requirement Response Form Matrix		AVAILABLE	
		YES	NO	Comments
2.5.1	The system environments shall operate on a 24x7x365 basis.			
2.5.2	EAM System availability shall be 99.9% "System Availability" shall be calculated as follows: <i>System Availability = (Total Monthly Time – Unscheduled Downtime) ÷ Total Monthly Time</i>			
2.5.3	The EAM System shall have an average response time of two (2) seconds, as measured from the Hosted Environments.			

2.6 Compatibility and Integration

Systems Requirements Response Form
2.0 Technical Requirements

	Technical Requirement Response Form Matrix		AVAILABLE	
			YES	NO
				Comments
2.6.1	The EAM System shall provide a secure web-based user interface accessible from any web browser (e.g. Internet Explorer 11, Edge, Chrome, Firefox, Safari, etc.) or from any device and shall not require plug-ins or additional installed software (e.g., Adobe Flash).			
2.6.2	The EAM System shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/ , etc.)).			
2.6.3	The EAM System shall provide Apigee compatible RESTful APIs with SWAGGER descriptions that allow the reading and writing of all County data in the EAM System.			
2.6.4	All EAM System data shall be available to the County via web services (e.g. REST Application Programming Interface (API)) and shall use secure authentication and encryption (128-bit or greater).			
2.6.5	The EAM System shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).			
2.6.6	The EAM System shall transmit sensitive data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).			

**GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET
MANAGEMENT SYSTEM SERVICES
RFP NO. BRC0000203**

ATTACHMENTS

**GEOGRAPHIC INFORMATION SYSTEM - CENTRIC ENTERPRISE ASSET
MANAGEMENT SYSTEM SERVICES**

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021,
(Effective Date).

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of
California, hereinafter referred to as County,

AND

FIRM NAME

hereinafter referred to as Contractor,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation. Other definitions and defined terms are contained in the various Exhibits attached to this Contract.

2. Contractor's Services

The Scope of Work shall be as outlined in Exhibit A (Scope of Work). As provided in Exhibit A, Contractor will provide Geographic Information System (GIS)-Centric Enterprise Asset Management system (System), and provide Support Services and Maintenance Services. Contractor's proposal, Request for Proposals (RFP), and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Contractor's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the exhibits and attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Contractor under this contract until a written Notice to Proceed is issued by the County. Further, Contractor is not guaranteed any minimum amount of work or business under this Contract for the System.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to County of the Services described in Section 2 (Contractor Services) above, including receipt and Acceptance of such work by Director of Los Angeles County Public Works (hereinafter called Director). The Contractor shall be compensated in accordance with the attached Schedule of Prices at Exhibit Pricing Sheet. After issuance of a Notice to Proceed by the County, the Contractor shall be compensated according to the Pricing Sheet following Acceptance of work. A Contract year is defined as a one-year period beginning on the execution date of this Contract and each anniversary thereafter. Mileage is not reimbursable. There shall be no additional cost for licensing, access to, or use of the System that is separately applied by Contractor to County's contractors and contractors.

County agrees to pay Contractor up to a maximum not-to-exceed fee of **Written Words Dollars (\$XXXXXXX)** in the manner set forth immediately below and according to the Schedule of Prices attached to this Contract as Exhibit B. County does not guarantee any work or services of any specific monetary amount under this Contract.

Contractor shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Contract, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in the Exhibit B (Pricing Schedule), up to a maximum contract amount of **\$XXXXXXX**. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Subject to the maximum not-to-exceed fee of **\$XXXXXXX**, supplemental Services or Optional Work may be required at County's discretion, upon prior written authorization by Director, and will be based on Contractor's Firm Fixed Hourly Rate attached to this Contract as Exhibit B (Schedule of Prices).
- c. Contractor shall not proceed with Services or Optional Work not set forth in the Scope of Work or perform services outside the Contract Term without a change order/amendment to this Contract as set forth in Section 49 (Supplemental/Amendment/Change Order). Contractor will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Contract.
- d. Contractor shall provide access to the System to County contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of

Contract: Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. 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/termination of this Contract 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 Contract.

- f. A cost of living adjustment will not be granted for this Contract.
- g. Contractor will notify County when Contract amount has been incurred up to 75 percent of the Contract total.

4. Equipment and Supplies

Contractor agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned Services at Contractor's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Contract Manager or Contract Manager's authorized representative shall represent County in all matters pertaining to the services to be rendered pursuant to this Contract.

7. Term

- a. The term of this Contract shall begin on the Effective Date and should take no longer than one (1) year to implement by the successful contractor. Following successful implementation of the EAM System and after Final Acceptance of the EAM System, the term of the Agreement will be for an additional three (3) years with two (2) optional one-year renewal periods, for a not-to-exceed contract term of six (6) years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Contractor shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove.

Upon occurrence of this event, the Contractor shall send written notification

to Public Works at the address herein provided in Section 40 (Notices).

- c. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

Contractor shall not assign its rights or delegate its duties under the Contract, 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 Section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract, which may result in the termination of the 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. Authorization Warranty

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

10. Budget Reductions

In the event that the County's Board of Supervisors 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 under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. 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 this Contract.

11. Compliance with Applicable Law

In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Contractor's Equal Employment Opportunity Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Contract.

- a. Unless Contractor, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) 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.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity, which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 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 the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- c. If Contractor is not required to comply with the Jury Service Program when

the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Contractor shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

15. Conflict of Interest

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

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract 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 re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Contractor Employee Criminal Background Investigation

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Contractor Responsibility and Debarment

- a. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors. Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts, which indicates that

the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated 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 Contractor'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 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.
- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) 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 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 the County.

- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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 procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors of County Contractors.

20. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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 available on the Internet at www.babysafela.org for printing purposes.

21. Contractors Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract 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.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract 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 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

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

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Contractor by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

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

If the 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 the Contractor by cash payment upon demand.

25. Employment Eligibility Verification

Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

26. Facsimile/Electronic Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. 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 agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

28. Force Majeure

Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this Section as "force majeure events").

Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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. As used in this sub-section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Contractor Status

This Contract is by and between County of Los Angeles 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.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The 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

the Contractor. Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Contractor pursuant to this Contract.

31. Indemnification and Insurance

Exhibit C, the Indemnification and Insurance Provisions are incorporated into this Contract. It is currently attached as Attachment 3 (Indemnification and Insurance Provision) to the RFP.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private

Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- c. The action noted in this Section shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- d. This Section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Section b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

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

34. Nondiscrimination and Affirmative Action

- a. The 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 anti-discrimination laws and regulations.
- b. The Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity Certification.
- c. The 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 anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The 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.

- e. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end 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 Contract or under any project, program, or activity supported by this Contract.
- f. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.
- g. If the County finds that any provisions of this Section have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- h. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Works, or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income 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 requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Contract shall be given in writing and addressed as follows:

COUNTY

CONSULTANT

Department of Public Works
Business Relations and Contracts Division
Contracts and Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4077

The address for notice may be changed by giving notice pursuant to this Section.

41. Ownership of County Materials and County Data

- a. Except for preexisting materials created before the Effective Date of this Contract, Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or

unedited versions of Deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Further, all data entered into the System for County work, and any other County data (collectively, "County Data"), shall be the sole and exclusive property of the County. Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five (5) years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.
- c. Contractor represents and warrants that the County Materials prepared herein under this Contract, are the original work of Contractor and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.
- d. Contractor shall affix the following notice to all County Materials: "© Copyright 2020 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Contractor will place the County name and County logo on County Materials developed under this Contract. Contractor may not, however, use the County name and County logo on any other materials prepared or developed by Contractor that falls outside the scope of this Contract.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year (1) thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

44. Public Records Act

Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Contract; as well as those documents, which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those

so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the 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," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - i. The Contractor shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- b. The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section shall apply.

46. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the

Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Subcontractors listed in the Contractor's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- d. The County does not have contractual privity with the Subcontractor. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract. Contractor shall remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Contractor and Subcontractor.
- e. The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- h. The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts and Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4077

49. Supplemental/Amendment/Change Order

- a. For any change which affects the Scope of Work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Contractor and by Director.
- b. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- b. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 270 days.
- c. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

50. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Section, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate/suspend this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.51.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination/Suspension for Convenience

- a. This Contract may be terminated/suspended, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination/Suspension of work hereunder shall be effected by notice of termination/suspension to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination/suspension becomes effective. The date upon which such termination/suspension becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination/suspension and except as otherwise directed by the County, the Contractor shall: 1) stop work under this Contract on the date and to the extent specified in such notice; and 2) complete performance of such part of the work as shall not have been terminated/suspended by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. County shall not incur any liability to County, other than payment for work already performed, up to the date of termination/suspension.

53. Termination/Suspension for Default

- a. The County may, by written notice to the Contractor, terminate/suspend the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or Contractor fails to demonstrate a high probability of timely

fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- b. In the event that the County terminates/suspends this Contract in whole or in part as provided in this Section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated/suspended. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated/suspended under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the 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 the Contractor and Subcontractor, and without the fault or negligence of either of them, the 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 the Contractor to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- d. If, after the County has given notice of termination/suspension under the provisions of this Section, it is determined by the County that the Contractor was not in default under the provisions of this Section, or that the default was excusable under the provisions of Section, the rights and obligations of the parties shall be the same as if the notice of termination/ suspension had been issued pursuant to Termination/Suspension for Convenience Section.
- e. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination/Suspension for Improper Consideration

County may, by written notice to Contractor, immediately terminate/suspend the right of Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to Contractor's performance pursuant to the Contract. In the event of such termination/suspension, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination/Suspension for Insolvency

- a. The County may terminate/suspend this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) 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 Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Contractor; or 4) The execution by the Contractor of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination/Suspension for Non-Adherence of County Lobbyist Ordinance

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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination/Suspension for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate/suspend as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

58. Effect of Termination/Suspension

In the event County terminates/suspends this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:

58.1.1 Contractor shall continue the performance of this Contract to the extent not terminated/suspended.

58.1.2 Contractor shall cease provision of all Services being terminated/suspended on the date and to the extent specified in such notice and provide to County all completed work and work in progress, in a media reasonably requested by County, if applicable.

58.1.3 County will pay to Contractor all sums due and payable to Contractor for work properly provided through the effective date of such expiration or termination/suspension (prorated as appropriate).

58.1.4 Contractor shall return to County all monies paid by County, yet unearned by Contractor, if applicable.

58.1.5 In the case of expiration or termination/suspension of the Contract as a whole, (a) any portion of the work that has not been completed shall be deemed terminated/suspended in accordance with this Section 58 (Effect of Termination/Suspension) as of the effective date of such termination/suspension, and (b) the term of Maintenance Services and Support Services shall be deemed terminated/suspended.

58.1.6 Contractor shall: (a) promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or work terminated by County, including all County Data, in a media reasonably requested by County; and (b) destroy all such Confidential Information, County materials and other County Data as required in and in accordance with the requirements of this Contract;

Expiration or termination/suspension of this Contract for any reason will not release either Party from any liabilities or obligations set forth in this Contract, which (i) the Parties have expressly agreed in writing will survive any such expiration or termination/ suspension; or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination/suspension.

Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination/suspension of this Contract, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition, as provided in Attachment 2 (Additional IT Provisions).

59. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

60. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

61. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

62. Waiver

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

63. Warranty Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

64. Local Small Business Enterprise Preference Program

- a. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- b. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- c. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- d. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

65. Disabled Veteran Business Enterprise Preference Program

- a. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- d. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

66. Social Enterprise Preference Program

- a. This Contract is subject to the provisions of the County's ordinance entitles Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Social Enterprise (SE) vendor.
- c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Social Enterprise (SE) vendor.
- d. If Contractor has obtained County certification as a Social Enterprise (SE) vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

67. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization:

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including, but not limited to, the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Contractor Services Contract, Section 32, Liquidated Damages, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Contractor Services Contract, may deduct and withhold liquidated damages from County's final payment to the Contractor.

68. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

69. Additional Information Technology Provisions

Exhibit D, Additional Information Technology Provisions are incorporated into this Contract. It is currently attached as Attachment 2 (Additional Information Technology Provisions) to the RFP.

70. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

71. Dispute Resolution Procedure

It is the intent of the Parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Section 70 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 71 (Dispute Resolution Procedure), a "Dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in Contract or tort, statutory or common law, legal or equitable, now existing or hereafter, arising under or in connection with, or in any way pertaining to this Contract.

Contractor and County agree to act with urgency to mutually resolve any Disputes, which may arise with respect to this Contract. Time is of the essence in the resolution of disputes.

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, which County determines should be delayed as a result of such Dispute.

Subject to the provisions of Section 3 (Consideration), if Contractor fails to continue without delay its performance hereunder, which County, in its sole 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 all such additional costs from any amounts due to Contractor from County.

In the event of any Dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such Dispute.

In the event that the Project Managers are unable to resolve the Dispute within a reasonable time not-to-exceed ten (10) days from the date of submission of the Dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the Dispute.

In the event that the Project Directors are unable to resolve the Dispute within a reasonable time not-to-exceed ten (10) days from the date of submission of the Dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Director of Public Works. These persons shall have ten (10) days to attempt to resolve the Dispute.

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 this Contract and its rights and remedies as provided by law.

All Disputes utilizing this Dispute Resolution Procedure 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 three (3) levels described in this Section 71 (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.

Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Section 14 (Confidentiality) shall not be subject to this Dispute Resolution Procedure.

The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

Contractor shall bring to the attention of the County's Project Manager or County's Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract.

72. Entire Contract

This Contract constitutes the entire Contract between County and Contractor and may be modified only by further written Contract between the parties hereto.

73. Gratuities

- a. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- b. A Contractor 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.
- c. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- d. Note that Contractor's failure to adhere to this requirement could subject Paragraph 54, Contract to Termination/Suspension for Improper Consideration paragraph in this Contract.

74. Contracting with Current or Former County Employees

Contractor shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other Section of the Los Angeles County 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:

- 74.1 Employees of the county or of public agencies for which the board of supervisors is the governing body;
- 74.2 Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;
- 74.3 Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, 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 or its service specifications; and
- 74.4 Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

75. Compliance With County Policy of Equity

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

76. Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting

County department, and remain unpaid for six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

77. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

77.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

77.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

77.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

77.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

79. Information Security and Privacy Requirements

The County of Los Angeles (County) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit E (Exhibit) sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and

reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

80. Survival

In addition to any provisions of this Contract, which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract, which by their nature should survive, the following Sections shall survive any termination or expiration of this Contract:

Section 3	(Consideration)
Section 11	(Compliance with Applicable Laws, Rules, and Regulations)
Section 14	(Confidentiality)
Section 29	(Governing Law, Jurisdiction, and Venue)
Section 31	(Indemnification and Insurance)
Section 41	(Ownership of County Materials and County Data)
Section 46	(Record Retention and Inspection/Audit Settlement)
Section 71	(Dispute Resolution Procedure)
Section 79	(Survival)
Exhibit C	(Indemnification and Insurance Provisions)
Exhibit D	(Additional IT Provisions)
Exhibit E	(Information Security and Privacy Requirements)

ATTACHMENT 1

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

NAME OF CONTRACTOR

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By _____
Principal Deputy County Counsel

ADDITIONAL INFORMATION TECHNOLOGY PROVISIONS
(WILL BE ATTACHED AS AN EXHIBIT TO AGREEMENT)

1. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Terms not defined where they first appear in the Contract shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

The County's written approval of any tasks, subtasks, Support Services, other Services, Deliverables, the EAM System and milestones (if applicable).

1.2 County Data

All of the County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Contract, during the use and/or provisioning of the EAM System, and any data entered/stored/accessed during use of the EAM System by users of the EAM System. Such users include County's contractors, subcontractors and consultants.

1.3 Deliverable(s)

Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in the Scope of Services, Exhibits, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Scope of Services).

1.4 Documentation

All of Contractor's training course materials, the EAM System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the EAM System, including, but not limited to, online help screens contained in the EAM System, existing as of the Effective Date and any revisions, supplements, or updates thereto.

1.5 Error

With respect to the EAM System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the EAM System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the EAM System, a failure that impairs the performance of the EAM System when operated in accordance with the Contract.

1.6 Final Acceptance

The EAM System shall achieve "Final Acceptance" when (a) the Contractor's Project Director provides County a signed Acceptance Certificate; and (b) County's Project Director provides Contractor with written approval, as evidenced by the County Project Director's countersignature on such Acceptance Certificate (A.4). The Acceptance Certificate shall not be issued by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the EAM System to production use have been corrected.

1.7 Hosted Services

Services required from Contractor that includes Contractor supplying the hosted hardware, hosted network and hosted operating software for the EAM System.

1.8 System or EAM System

The Licensed Software, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the GIS-centric Enterprise Asset Management System to County as a "software as a service," in accordance with this Contract.

1.9 Licensed Software or System Software

Individually each, and collectively all, of the computer programs provided by Contractor under this Contract (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and Revisions, and any and all programs otherwise provided by Contractor under this Contract. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the EAM System, as required by Exhibit A (Scope of Services), which includes Hosted Services.

1.11 Optional Work

New Software and/or Professional Services, which may be provided by Contractor to County upon County's request and approval.

1.12 Production Use/Productive Use

The actual use of the EAM System in the production environment to (a) process actual live data in County's day-to-day operations and (b) use of the EAM System.

1.13 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work at the rates provided in Exhibit B.

1.14 Revisions

Changes to the Licensed Software, including but not limited to: (a) a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Error corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements; or (c) any modifications to the Licensed Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.

1.15 Services

Collectively, all functions, responsibilities, tasks, Deliverables, goods, and other services: (a) identified in Exhibit A (Scope of Services), including Hosting Services, Maintenance Services and Support Services; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. These services include any implementation services, maintenance services, support services, and training.

1.16 Specifications

All specifications, requirements, and standards specified in Exhibit A (Scope of Services), including Exhibit A.1 (Functional Requirements) and Exhibit A.2 (Technical Requirements); all performance requirements and standards specified in this Contract, Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing; all specifications for the Licensed Software provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the EAM System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other EAM System criteria or any element of the EAM System, but only to the extent not inconsistent with any of the foregoing.

1.17 Support Services

As defined in Exhibit A (Scope of Services).

1.18 Third Party Product

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the EAM System or used for the performance of the Services and which is expressly identified as Third Party Product in Exhibit E (Third Party Product).

1.19 Work Product

All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the Licensed Software or any modifications thereto made by Contractor.

1.20 Users

All County defined users of the EAM System, which may include County employees, consultants, contractors, and subcontractors.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 Scope of License.

Subject to the terms and conditions of this Contract, Contractor grants to County a fully-paid, worldwide, non-exclusive license to use the EAM System and Documentation for County's business purposes and activities ("License") during the Contract Term, including any Revisions to the EAM System and any new version releases and upgrades to the EAM System. For the purposes of this License Grant, the term "use" as it applies to EAM System means to copy, install, access, execute, operate, distribute, archive and run unlimited copies of the EAM System and by an unlimited number of users for installation, test, development, production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the EAM System available for use to County, and its contractors and consultants. This License shall cover the County, and its contractors and consultants, and there shall be no additional cost for licensing separately applied by Contractor to County's contractors, subcontractors and consultants.

2.1.2 Documentation.

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the EAM System. If the Documentation for the EAM System is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the EAM System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the EAM System as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

2.2 Revisions.

2.2.1 Notice of Revisions.

Contractor may from time to time make material revisions to the Licensed Software. In the event of such Revisions, (a) the Revision of the Licensed Software will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software and/or the EAM System, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the term of the Contract.

2.2.2 Revisions During Term.

During the term of this Contract, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge beyond the fees payable hereunder, regardless of whether Contractor charges other customers for such Revisions. During the term of this Contract, if (a) the Licensed Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision.

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of County Data.

All County Data provided or made accessible to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the EAM

System. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the EAM System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product.

The Contractor shall not use any Third Party Product in the EAM System, except for those identified in Exhibit E (Third Party Product) without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities.

3. SERVICES.

3.1 Services Generally.

The Contractor will provide and implement the EAM System as specified in this Contract. The Contractor will provide the Services, fulfill the obligations

to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Scope of Services). Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 Training.

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Scope of Services) at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

3.3 Support Services and Maintenance Services.

Contractor shall provide the Support Services and Maintenance Services described in Exhibit A (Scope of Services). The Support Services and Maintenance Services shall commence on the Final Acceptance of the EAM System. There shall be no additional charge to County for on-site Support Services or Maintenance Services to remedy a breach of this agreement, to correct a failure of the EAM System to conform to the Specifications, or to fulfill Contractor's obligations.

4. ACCEPTANCE

4.1 Acceptance Criteria

The EAM System, Services, Deliverables, and milestones (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties and this Paragraph (Acceptance) (the "Acceptance Criteria"). Such Acceptance Criteria shall be based, at a minimum, on conformance of the EAM System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the EAM System, Services, Deliverables, and milestones, and the EAM System as a whole, shall be based solely on County's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Contractor notifies County that the EAM System has been implemented as required in Exhibit A (Scope of Services) or that a Service,

Deliverable, or milestone (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related EAM System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the EAM System, as a whole, is operating in accordance with the Specifications. Testing may be performed at various stages of the Implementation Services as set forth in Exhibit A (Scope of Services), or otherwise deemed appropriate by County.

For each test, Contractor shall provide County testing scenarios consistent with Contractor's best practices for the applicable EAM System, Service, Deliverable, and/or milestone.

4.3 Production Use

The EAM System shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing the EAM System.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the EAM System to Production Use, County will monitor for Errors and Contractor shall maintain the EAM System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Contract. County and Contractor shall agree upon each such proposed solutions to be used to correct an Error(s) prior to its implementation.

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the EAM System shall be subject to the applicable terms under the Contract as more fully described in Exhibit A (Scope of Services).

4.4.2 Final Acceptance

The EAM System shall achieve "Final Acceptance" when (a) the Contractor's Project Director provides County written confirmation that the EAM System has been successfully delivered; and (b) County's Project Director provides Contractor with written approval. The request for Final Acceptance shall not be used by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the EAM System to Production Use

have been corrected.

4.5 Failed Testing

- 4.5.1 If the County's Project Director makes a good faith determination at any time that the EAM System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as "Designated Test"), the County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the EAM System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the EAM System, Services, Deliverables, milestones, and/or EAM System as will permit the EAM System, Services, Deliverables, milestones, and/or EAM System to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test.

5. INTENTIONALLY OMITTED

6. DISABLING DEVICE

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the EAM System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Data or of causing any unplanned interruption of the operations of, or accessibility of the EAM System or any component to County or any user or which could alter, destroy, or inhibit the use of the EAM System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the EAM System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any EAM System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided EAM System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the EAM System or Revisions thereto prior to the installation onto the EAM System

and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

7. NON-INFRINGEMENT

To the best of Contractor's knowledge, the EAM System, Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the EAM System, Services, including Implementation Services, Support Services, and Deliverables will not infringe the intellectual property rights of any third party.

8. PENDING LITIGATION

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the EAM System to perform in accordance with the requirements of this Contract.

9. ASSIGNMENT OF WARRANTIES

To the extent permissible under the applicable third party Agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.

10. OTHER WARRANTIES

During the term of this Contract, Contractor shall not subordinate this Contract 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 non-disturbance of County's use of the EAM System (or any part thereof) in accordance with this Contract. This Contract and the EAM System licensed or 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. County is entitled to use the EAM System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the EAM System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

11. MAINTENANCE SERVICES

During the term of this Contract, Contractor shall provide the Maintenance Services and remedy Errors within the Resolution Time Requirements as described in Exhibit A (Scope of Services), in exchange for County's payment of the applicable fees set forth on Exhibit B (Pricing Schedule) in accordance with

this Contract. There shall be no additional charge to County for on-site support services beyond the applicable Maintenance Services fees set forth in Exhibit B (Pricing Schedule) to remedy a breach of this agreement, to correct a failure of the EAM System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Contract.

12. SYSTEM PERFORMANCE REQUIREMENTS

Contractor represents and warrants that when operated in conformance with the terms of this Contract, the Licensed Software and/or Services (as applicable) shall achieve the System Performance Requirements set forth in Exhibit A (Scope of Services).

13. DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. TERMINATION TRANSITION SERVICES

14.1 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the

format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

- 14.2 Upon the expiration or termination of this Contract, County may require Contractor to provide services at no additional cost to assist County to transition EAM System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Section 14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

INDEMNIFICATION AND INSURANCE PROVISIONS**I. Indemnification**

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

II. Intellectual Property Indemnification

1.1.1 Contractor shall indemnify, hold harmless, and defend County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Solution, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the "Indemnified Items") (collectively referred to for purposes of this Sub-paragraph as "Infringement Claim(s)"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by County and based on specifications provided by County when Contractor has advised County of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

1.1.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim

ATTACHMENT 3

under Section II (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required in Section II (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph "Remedial Act(s)").

- 1.1.3 If Contractor fails to complete the Remedial Acts described in Sub-section 1.1.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default pursuant to the Termination for Default provision, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor under the Contract, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

III. General Provisions For All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County

- A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be emailed to the Contract Analyst and sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require

ATTACHMENT 3

Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

ATTACHMENT 3

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
- D. Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.
- E. Technology Errors and Omissions insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

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.

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

www.babysafela.org

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?

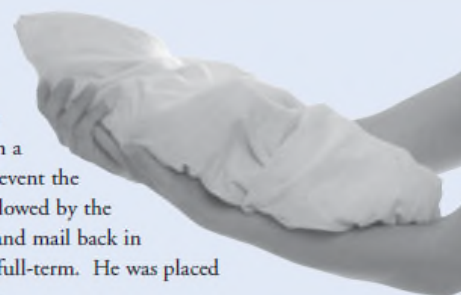
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 Ángeles. 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 Ángeles 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 período 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.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through B, inclusive, of this Contract (Exhibits A-B) and this PRS, Exhibits A-B shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-B, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Project Schedule	Contractor fails to complete work within the time specified in the project schedule.	\$200 for each calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Respond to complaints, requests, and discrepancies.	Contractor fails to respond within 24 hours of a reported complaint, request, and/or discrepancy.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through B, inclusive, of this Contract (Exhibits A-B) and this PRS, Exhibits A-B shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-B, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Respond to bugs or security incidents.	Contractor fails to respond within 24 hours of a reported bug or security incident.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor	No Subcontracting is allowed.	Suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties	\$200 per day the County is not informed of this	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through B, inclusive, of this Contract (Exhibits A-B) and this PRS, Exhibits A-B shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-B, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	under this Contract, or both, whether in whole or in part, without the prior written consent of County.	change; suspension; possible termination for default of contract.	<input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. Availability: the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. Confidentiality: the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. County Information: all Data and Information belonging to the County.
- d. Data: a subset of Information comprised of qualitative or quantitative values.
- e. Incident: a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. Information: any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. Information Security Policy: high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. Information Security Program: formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. Information Technology: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. Integrity: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. Mobile Device Management (MDM): software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

- l. Privacy Policy: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. Privacy Program: A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. Risk: a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. Threat: any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. Vulnerability: a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. Workforce Member: employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information

and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. Privacy Program

The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;

- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of County Information

The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. Disclosure of County Information

The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

d. Individual Requests

The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. Retention of County Information

The Contractor shall not retain any County Information for any period longer than

necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) Secure Authentication: The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) Social Engineering Attacks: Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) Handling of County Information: The proper identification, storage, transfer, archiving, and destruction of County Information.

- d) Causes of Unintentional Information Exposure: Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) Privacy: The Contractor's Privacy Policies and procedures as described in Exhibit 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission

protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this Exhibit unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Exhibit. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. Method of Destruction

The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper,

film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor

makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry

best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Paul Lam
Departmental Information Security Officer
900 South Fremont Ave.
Alhambra, CA 91803
(626) 458-5929
pslam@dpw.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident,
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

a. Self-Audits

The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Exhibit shall be provided at no additional charge to the County.

b. County Requested Audits

At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code

reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. License: Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. Business Continuity: In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 17 PRIVACY AND SECURITY INDEMNIFICATION. The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. Enhancements: Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide

any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this Exhibit, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. Location of County Information: The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. Audit and Certification: The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. Services Provided by a Subcontractor: Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. Information Import Requirements at Termination: Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. Termination Assistance Services: During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the

Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:

- i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
- ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
- iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
- iv. Such other activities upon which the Parties may reasonably agree.

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