COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 2, 2006

IN REPLY PLEASE
REFER TO FILE: AS-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

WIRELESS COMMUNICATIONS SYSTEM
FOR THE TRAFFIC MANAGEMENT SYSTEM
SUPERVISORIAL DISTRICTS 2 AND 4
3 VOTES

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )
DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the Contract to develop and implement a Wireless Communications System for Public Works' traffic management system to Systems Integrated, located in Orange, California, for a maximum contract sum of $465,000. This Contract will commence upon execution and will conclude when Public Works has accepted all required deliverables, including a two-year warranty following final acceptance. Funds are available in Public Works' 2005-06 Proposition C Local Return Fund.

2. Delegate authority to the Director of Public Works to expend up to 10 percent of the maximum contract sum for unforeseen, additional work within the scope of the Contract, if required.

3. Delegate authority to the Director to execute this Contract, and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles, through its Department of Public Works, intends to hire Systems Integrated for the turnkey implementation (including design, acquisition, installation, integration, activation, and acceptance testing) of a Wireless Communications System (WCS) that will provide continuous and uninterrupted data communications between the County's Kimley-Horn Integrated Transportation System (KITS) traffic signal control system and approximately 51 signalized intersections in the County's South Bay area in the vicinity of the I-105 and I-405 Freeways. The supplied WCS will also support the real time transmission (no less than 25 frames per second) of live video images from, and control data to, a minimum of four closed-circuit television (CCTV) surveillance cameras. It is the County's intention to add more signalized intersections and more CCTV cameras to the WCS. Additional details and requirements are contained in Exhibit B (Statement of Work) of the Contract, which shall be substantially in the form reflected in Enclosure A hereto (herein, the Contract).

In October 2004, your Board executed an Agreement with Kimley-Horn and Associates, Inc., for the procurement and installation of the KITS traffic signal control system in the unincorporated areas of Los Angeles County. The KITS traffic signal control system will provide Public Works staff with the ability to continuously monitor traffic signal operations and control signal timing from remote workstations located in the County's Traffic Management Center (TMC). The KITS system requires the deployment of data communications links between the traffic signals, CCTV cameras, and the KITS communications server housed in the TMC. The Contract will provide these data communications links.

Implementation of Strategic Plan Goals

The award of this Contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness, as the Contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

This work is a component of the Subregional Traffic Forum Intelligent Transportation System, which is included in Public Works 2005-06 Business Automation Plan.

FISCAL IMPACT/FINANCING

This Contract is for a not-to-exceed fee in the amount of $465,000, and this amount can be augmented by up to 10 percent for unforeseen, additional work. Any additional work within this allowance will only be performed with prior written authorization from the Director or his designee. The total cost is included in the Public Works' 2005-06 Proposition C Local Return Fund budget. This work will be funded by the County of Los Angeles MTA 1995 Call for Projects Proposition C Discretionary Grant Funds for the South Bay Signal Synchronization and Bus Speed Improvements. Since Public Works has previously fulfilled its matching funds requirement for this MTA Grant, the MTA will provide 100 percent of the funds. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Contract will be substantially in the form set forth in Enclosure A of this letter and has been reviewed by County Counsel. Prior to the Director executing the Contract, the Contractor will sign and County Counsel will review and approve it as to form.

In compliance with the Chief Information Officer's guidelines, Public Works will utilize the Information Technology Tracking System to monitor the project status and Contractor's performance.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to the Contract.

ENVIRONMENTAL DOCUMENTATION

The Contract does not constitute a project as defined by the California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On November 14, 2005, Public Works solicited proposals from 18 independent contractors and community business enterprises to accomplish this work. Also, a Notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On December 12, 2005, four vendors submitted proposals. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the RFP. Three of the vendors met these mandatory requirements. The qualifying proposals were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria outlined in the solicitation document, including the proposers' price, references, experience, work plan, equipment, and financial resources. Based on this evaluation, it is recommended that the Contract be awarded as recommended above.

Enclosure C reflects the proposers' minority participation. The Contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Contract contains Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and the services contract solicitation protest policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the Contractor before any work is assigned.

As requested by your Board, the Contractor has submitted a safety record, which, in our opinion, reflects that activities conducted by the Contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the Contractor will not be requested to perform services which will exceed the Contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

Reviewed by:

JON W. FULLINWIDER
Chief Information Officer

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Enc. 3

cc: Chief Administrative Office
Chief Information Officer
County Counsel

CIO ANALYSIS

DEPARTMENT OF PUBLIC WORKS' WIRELESS COMMUNICATIONS SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 2 Yrs 90 Days # of Option Yrs _____

Contract Components:

☐ Software ☐ Hardware ☒ Telecommunications
☐ Professional Services

Project Executive Sponsor: Jane White, DPW

Budget Information :

Y-T-D Contract Expenditures	$
Requested Contract Amount	$511,500
Aggregate Contract Amount	$511,500

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? 100% MTA 1995 Call for Project Proposition C Discretionary Grant Funds
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

A turnkey implementation of a Wireless Communications System (WCS) to provide uninterrupted data communications between the County's Kimley-Horn Integrated Transportation System (KITS) and approximately 51 signalized intersections in the County's South Bay area. The WCS will use unlicensed radio frequencies to wirelessly interface to the KITS. The WCS will provide the Department of Public Works (DPW) with the ability to monitor and control signals as well as the ability to visualize live video images from four closed circuit surveillance cameras.

The Agreement vendor, Systems Integrated, Inc, was selected via an RFP process administered by DPW in November 2005.

Background:

In October 2004 the Board approved an Agreement with Kimley-Horn and Associates, Inc. for installation of a traffic signal control system (KITS) in the unincorporated areas of Los Angeles County. The KITS requires the deployment of data communications links between the signals and closed circuit cameras and the KITS communications system located in the DPW Traffic Management Center (TMC). The KITS is a major component of an overall Intelligent Traffic System Program administered by DPW.

Project Justification/Benefits:

The WCS interface to KITS will provide the ability to remotely monitor and control County-maintained traffic signals, thereby improving the response time to signal malfunctions, reducing delays and travel times, improving fuel consumption and reducing vehicle emissions.

Project Metrics

The Department of Public Works anticipates outcomes similar or better than a recent study conducted by the City of Los Angeles following implementation of a similar system:

- Traffic stops reduced by 35%
- Intersection delays reduced by 20%
- Overall travel time reduced by 13%
- Fuel consumption reduced by 12.5%
- Air emission reductions by 10%

Impact On Service Delivery Or Department Operations, if Proposal Is Not Approved

Full implementation of the Department's Intelligent Transportation System Program will not occur. The Department has indicated they would be forced to abandon the $150 million grant fund administered on behalf of numerous local agencies. The Metropolitan Traffic Authority (funding agency) could hold DPW responsible for cost overruns or delays, or non-compliance with Grant award criteria.

Alternatives Considered:

Based on recommendations of a Communications Consultant, DPW considered the following alternatives to the wireless communications interface to the Intelligent Transportation System:

- Installation of a fiber optic system
- Lease of T1 service from SBC

Both alternatives were determined to be substantially more costly and the accessibility of some signals and cameras was a barrier to land based solutions.

Project Risks:

- Vendor inability to comply with the Statement of Work requirements within the specified timeframes; and
- Vendor inability to successfully demonstrate acceptable communications performance requirements.
- As a sub-component of a much larger intelligent transportation system involving a number of different vendors, efforts to effectively identify and resolve performance or compatibility issues could be more complex.
- Potential for the vendor's proposed 'system' to be, or to become, incompatible with DPW's current or planned communications and systems strategies.

Risk Mitigation Measures:

- The Statement of Work as well as the Deliverables and Payments Schedule include measurable periodic milestones, including a vendor "proof of concept" within 28 days of Notice to Proceed.
- All deliverable-based payments include a 10% retention, paid upon County's final acceptance of the system.
- The Agreement includes a 10% contingency budget to allow for any unanticipated issues.
- As an outcome of the RFP process, DPW has verified the Vendor's references and experience as well as the company's financial resources.
- The Department's Information Technology Division (ITD):
    - Has reviewed the project objectives and approved proposed technologies
    - Will actively participate in the planning and implementation phases of the project to ensure alignment with Departmental and County strategic plans.
    - Will assess post-warranty maintenance requirements to ensure the WCS can be adequately supported by Departmental staff or contract services.

The overall Intelligent Transportation Information System Program, including the KITS and the WCS, will require close technological oversight to ensure the various components of the program successfully interoperate for the life of the overall system.

Financial Analysis:

The $511,000 project is 100% subvened via MTA Grant Funds:

- $465,000 Maximum Contract Sum
- $ 46,500 Contingency Fund
- $511,000 Total

CIO Concerns:

None

CIO Recommendations:

The CIO recommends Board approval.

CIO APPROVAL

Date Received: 2/27/2006

Prepared by: Jeanette Parker

Date: 03/01/2006

Approved: [signature]

Date: 03/01/2006

AGREEMENT FOR

WIRELESS COMMUNICATIONS SYSTEM

FOR THE TRAFFIC MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2006 by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Systems Integrated, a California corporation (herein referred to as CONTRACTOR).

WHEREAS, COUNTY desires to employ a CONTRACTOR to design, develop, implement, integrate, and deliver a wireless communications system (WCS) to the COUNTY'S existing Traffic Management System (TMS) to provide expanded system capabilities for the benefit of the County of Los Angeles Department of Public Works (Public Works);

WHEREAS, COUNTY has determined that COUNTY personnel are not available to provide the special services required for the design, development, and implementation of the WCS;

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

WHEREAS, in response to the Request for Proposals (RFP) issued with respect to the WCS, CONTRACTOR has submitted its bid to COUNTY and desires, and is prepared to provide the Services to COUNTY for the WCS;

WHEREAS, CONTRACTOR is a developer of wireless communications systems and possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to develop and provide all components of the WCS;

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

WHEREAS, COUNTY and CONTRACTOR desire to enter into an agreement for the design, development, and implementation of the WCS.

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

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1. AGREEMENT AND INTERPRETATION

1.1 AGREEMENT. The provisions of this base document along with Exhibits A, B, C, D, E, F, G, H, and I attached hereto, and Exhibits J and K, not attached hereto, all described in Paragraph 1.2 below and incorporated herein by reference, and any schedules attached hereto and thereto, collectively form and are referred to throughout and hereinafter as the AGREEMENT. This AGREEMENT shall constitute the complete and exclusive statement of understanding between COUNTY and CONTRACTOR and supersedes any and all prior or contemporaneous AGREEMENTS, written or oral, and all communications between the parties relating to the subject matter of this AGREEMENT.

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

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.3. Exhibit C – Schedule of Deliverables and Payments

1.2.4. Exhibit D – Third Party Software [Omitted]

1.2.5. Exhibit E – Sample Subcontract [Omitted]

1.2.6. Exhibit F – CONTRACTOR'S Employee Acknowledgement, Confidentiality & Assignment of Rights

1.2.7. Exhibit G – Task/Deliverable Acceptance Certificate

1.2.8. Exhibit H – Internal Revenue Service Notice 1015

1.2.9. Exhibit I – Safely Surrendered Baby Law Fact Sheet

1.2.10. Exhibit J – Request for Proposals (Incorporated by Reference)

1.2.11. Exhibit K – CONTRACTOR'S Proposal (Incorporated by Reference)

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (AGREEMENT), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this AGREEMENT. CONTRACTOR

acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein," "hereof," "hereunder," and words of similar import used in this AGREEMENT refer to this AGREEMENT, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this AGREEMENT with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. DEFINITIONS

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

2.1. "AGREEMENT" has the meaning set forth in Paragraph 1.1 (AGREEMENT).

2.2. "Board" means the Board of Supervisors of the COUNTY.

2.3. "CONTRACTOR Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of the Los Angeles County Code.

2.4. "CONTRACTOR Project Director" has the meaning set forth in Paragraph 4.1 (CONTRACTOR Project Director).

2.5. "CONTRACTOR Project Manager" has the meaning set forth in Paragraph 4.2 (CONTRACTOR Project Manager).

2.6. "COUNTY" has the meaning set forth in the Recitals.

2.7. "COUNTY Project Director" has the meaning set forth in Paragraph 3.1 (COUNTY Project Director).

2.8. "COUNTY Project Manager" has the meaning set forth in Paragraph 3.2 (COUNTY Project Manager).

2.9. "Deliverable" means a service, product, or goods to be provided by CONTRACTOR to COUNTY under this AGREEMENT and identified as a numbered Deliverable in the SOW.

2.10. "Department" means the County of Los Angeles Department of Public Works.

2.11. "Director" means the Director of the County of Los Angeles Department of Public Works, or his designee.

2.12. "Documentation" means any and all written materials, including user manuals, quick-reference guides, frequently asked questions (FAQs), training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of WCS, including the System Software.

2.13. "Effective Date" means the date the AGREEMENT is approved by the Board and executed by all of the parties.

2.14. "Final Acceptance" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).

2.15. "Final Acceptance Date" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).

2.16. "Go-Live" has the meaning set forth in Paragraph 5.2.1 (Go-Live).

2.17. "Go-Live Date" has the meaning set forth in Paragraph 5.2.1 (Go-Live).

2.18. "Holdback Amount" has the meaning set forth in Paragraph 10.7 (Holdbacks).

2.19. "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.20. "Specifications" means the specifications for WCS as set forth in this AGREEMENT, the SOW, the Documentation, and any approved Change Order.

2.21. "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this AGREEMENT.

2.22. "WCS" has the meaning set forth in the Recitals.

2.23. "System Software" means the computer programs, including Third-Party Software, conceived, created, or developed by CONTRACTOR in furtherance of all of CONTRACTOR'S obligations pursuant to this AGREEMENT, including any and all extensions and components provided from time to time.

2.24. "Tasks" means one or more major areas of work to be performed under this AGREEMENT and identified as a numbered Task in the SOW.

2.25. "Tax" and "Taxes" means governmental fees (including license, filing, and registration fees) and all taxes (including franchise, excise, stamp, value

added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.26. "Term" has the meaning set forth in Paragraph 7 (Term).

2.27. "Third-Party Software" has the meaning set forth in Paragraph 15 (Third-Party Software).

2.28. "Warranty Period" has the meaning set forth in Paragraph 12.1.

2.29. "Work" means any and all Tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of CONTRACTOR in order to develop and deliver to COUNTY the WCS, including the work required pursuant to this AGREEMENT, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 COUNTY Project Director

3.1.1. COUNTY Project Director for this AGREEMENT shall be the following person:

Ms. Jane White
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 300-2020
Fax (626) 979-5319
e-mail: jwhite@ladpw.org

3.1.2. COUNTY will notify CONTRACTOR, in writing, of any change in COUNTY Project Director.

3.1.3. Except as set forth in Paragraph 6 (Change Notices and Amendments) of this AGREEMENT, COUNTY Project Director is not authorized to make any changes in any of the terms and conditions of this AGREEMENT and is not authorized to further obligate COUNTY in any respect whatsoever.

3.1.4. COUNTY Project Director shall have the right, at all times, to inspect any and all Work provided by or on behalf of CONTRACTOR.

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3.2 COUNTY Project Manager

3.2.1. COUNTY Project Manager for this AGREEMENT shall be the following person:

Mr. Jeff Pleytak
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 300-2029
Fax (626) 979-5319
e-mail: jplety@ladpw.org

3.2.2. COUNTY shall notify CONTRACTOR, in writing, of any change in the name or address of COUNTY Project Manager.

3.2.3. COUNTY Project Manager shall be a resource for addressing the technical standards and requirements of this AGREEMENT.

3.2.4. COUNTY Project Manager shall interface with CONTRACTOR Project Manager on a regular basis.

3.2.5. COUNTY Project Manager is not authorized to make any changes in any of the terms and conditions of this AGREEMENT nor obligate COUNTY in any respect whatsoever.

3.2.6. COUNTY Project Manager shall advise COUNTY Project Director as to CONTRACTOR'S performance in areas relating to technical requirements and standards, COUNTY policy, information requirements, and procedural requirements.

3.2.7. COUNTY reserves the right to consolidate the COUNTY Project Director's duties, which are enumerated in Paragraph 3.1 (COUNTY Project Director), and the COUNTY Project Manager's duties, which are enumerated in this Paragraph 3.2 (COUNTY Project Manager), into one COUNTY position and to assign all such duties to one individual who will act as COUNTY'S liaison in all matters relating to this AGREEMENT. COUNTY will notify CONTRACTOR no later than five days prior to exercising its rights pursuant to this Paragraph 3.2.7.

3.3 COUNTY Personnel. All COUNTY personnel assigned to this AGREEMENT shall be under the exclusive supervision of COUNTY. CONTRACTOR understands and agrees that all such COUNTY personnel are assigned only for the convenience of COUNTY.

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4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 CONTRACTOR Project Director

4.1.1. CONTRACTOR Project Director shall be the following person:

[_____]

4.1.2. CONTRACTOR Project Director shall be responsible for CONTRACTOR'S performance of all of the Work and ensuring CONTRACTOR'S compliance with this AGREEMENT.

4.1.3. From the Effective Date through the end of the Warranty Period, CONTRACTOR Project Director shall be available to meet and confer with COUNTY Project Director (or such person as the COUNTY Project Director shall designate) upon 24 hours notice, in person or by phone, to review project progress, discuss project coordination, and arrange for the correction of Deficiencies; thereafter, CONTRACTOR Project Director shall be available to meet and confer with COUNTY Project Director on such schedule as may be requested by COUNTY Project Director as COUNTY Project Director shall determine in his or her discretion.

4.2 CONTRACTOR Project Manager

4.2.1. The CONTRACTOR Project Manager(s) shall be the following person(s) who shall be full-time employees of CONTRACTOR:

[_____]

4.2.2. CONTRACTOR Project Manager shall be responsible for CONTRACTOR'S day-to-day activities as related to this AGREEMENT and for reporting to COUNTY in the manner set forth in Paragraph 4.4 (Reports by CONTRACTOR).

4.2.3. From the Effective Date through the end of the Warranty Period, CONTRACTOR Project Manager shall be available to meet and confer with COUNTY Project Manager (or such other person as COUNTY Project Manager shall designate) upon 24 hours notice, in person or by phone; thereafter, CONTRACTOR Project Manager shall be available to meet and confer with COUNTY Project Manager on such schedule as may be requested by COUNTY Project Manager as COUNTY Project Manager shall determine in his or her discretion.

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4.3 Approval of CONTRACTOR'S Staff

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

4.3.2. COUNTY has the absolute right to approve or disapprove each member or proposed member of CONTRACTOR'S key staff, including CONTRACTOR'S Project Manager, prior to and during his/her performance of any work hereunder and prior to any proposed changes in CONTRACTOR'S key staff, including CONTRACTOR'S Project Manager or any lead member of CONTRACTOR'S Project Team. COUNTY'S Project Director may require the replacement of any member of CONTRACTOR'S staff performing, or offering to perform, work hereunder, including, but not limited to, CONTRACTOR'S key staff. Such COUNTY requested changes shall occur within fifteen (15) days of COUNTY'S request. CONTRACTOR shall provide COUNTY'S Project Director with resumes of all proposed key staff substitutions and shall make such staff available for interview by COUNTY upon request of COUNTY'S Project Director. CONTRACTOR shall provide fifteen (15) days advance notice of any CONTRACTOR-initiated key staff changes.

4.3.3. CONTRACTOR also represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Manager. CONTRACTOR shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In the event CONTRACTOR should ever need to remove any key staff from performing work under this AGREEMENT, CONTRACTOR shall provide COUNTY with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

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4.3.4. The following persons have been identified by CONTRACTOR as the lead members of its Project Team and are hereby approved as of the Effective Date by COUNTY in the following roles:

Name	Position

4.3.5. CONTRACTOR shall be responsible for any additional costs incurred by the replacement of personnel pursuant to Paragraphs 4.3.2 and 4.3.3 above. In no event shall such an occurrence result in an increase in compensation to be paid by COUNTY under this AGREEMENT.

4.4 Reports by CONTRACTOR. In order to control expenditures and to ensure the reporting of all Tasks, subtasks, Deliverables, goods, services, and other Work provided by CONTRACTOR, CONTRACTOR shall provide to COUNTY'S Project Director with a copy to COUNTY'S Project Manager monthly written reports which shall include, but not be limited to, the following information:

(1) Period covered by the report.

(2) Summary of project status as of reporting date.

(3) Tasks, subtasks, Deliverables, goods, services, and other Work scheduled for the reporting period which were not completed.

(4) Tasks, subtasks, Deliverables, goods, services, and other Work for the reporting period which were completed.

(5) Tasks, subtasks, Deliverables, goods, services, and other Work completed in the reporting period which were not scheduled.

(6) Tasks, subtasks, Deliverables, goods, services, and other Work to be completed in the next reporting period.

(7) Issues to be resolved.

(8) A list of outstanding issues and draft documents and a current status of those documents.

5. WORK; APPROVAL AND ACCEPTANCE

5.1 General. Upon completion of particular Tasks, including all applicable subtasks, Deliverables, goods, services, and other Work to be provided by CONTRACTOR pursuant to this AGREEMENT, including the SOW and any executed Change Notice, CONTRACTOR shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit G (Task/Deliverable Acceptance Certificate) to COUNTY Project Director, together with any supporting documentation reasonably requested by COUNTY, for COUNTY Project Director's written approval. CONTRACTOR acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to complete and deliver to COUNTY WCS. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of COUNTY Project Director, as evidenced by COUNTY Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall COUNTY be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

5.2 Specific Approval and Acceptance.

5.2.1. Go-Live. CONTRACTOR shall achieve Go-Live on the date specified in Exhibit C (Schedule of Deliverables and Payments) pursuant to the execution of this contract. CONTRACTOR shall achieve "Go-Live" upon successful completion of all the following: (a) its completion and delivery of all Tasks and Deliverables associated with the Go-Live requirements (including installing, implementing, and testing all components) set forth in the SOW; (b) successful implementation of all functions and features of all phases has been verified by CONTRACTOR; (c) COUNTY Project Director has provided CONTRACTOR with written approval, as evidenced by COUNTY Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates (including the Task/Deliverable Acceptance Certificate applicable to Go-Live), of all such Work (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Go-Live Date").

5.2.2. Final Acceptance. CONTRACTOR shall achieve Final Acceptance on the date specified in Exhibit C (Schedule of Deliverables and Payments) pursuant to the execution of this contract provided that such date may be extended in accordance with Paragraph 6 (Change Notices and Amendments). CONTRACTOR shall achieve "Final Acceptance" upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, goods, services and testing protocols associated with the Final

Acceptance requirements set forth in Exhibit B (Statement of Work); (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by CONTRACTOR; (c) COUNTY Project Director has provided CONTRACTOR with written approval, as evidenced by COUNTY Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in COUNTY'S production environment with no Deficiencies as defined in Paragraph 11 (Deficiencies) for no less than 60 days following the completion of Task and Deliverable 16 of Exhibit B (Statement of Work); and (e) COUNTY Project Director has provided CONTRACTOR with written approval, as evidenced by COUNTY Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of CONTRACTOR'S achievement of Final Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").

6. CHANGE NOTICES AND AMENDMENTS

No representative of either COUNTY or CONTRACTOR, including those named in this AGREEMENT, is authorized to make any changes in any of the terms, obligations, or conditions of this AGREEMENT, except through the procedures set forth in this Paragraph 6 (Change Notices and Amendments).

6.1 General. COUNTY reserves the right to change any portion of the Work required under this AGREEMENT, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1. For any change which does not materially affect the Statement of Work, period of performance, payments, or any other term or condition included under this AGREEMENT, a Change Notice shall be executed by both COUNTY Project Director and CONTRACTOR Project Director. COUNTY will provide COUNTY Counsel and COUNTY Chief Information Office (CIO) a notice of change after 15 days of execution.

6.1.2. For any change that materially affects any term or condition in this AGREEMENT, then a negotiated Amendment to this AGREEMENT shall be executed by the Board and CONTRACTOR. Notwithstanding the foregoing, the Director is authorized to execute change orders the aggregate sum of which shall be no greater than ten percent (10%) of the Maximum Contract Sum without further action by the Board.

6.1.3. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments) or Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), the Director shall take all appropriate action to carry out any orders of the Board relating to this AGREEMENT, and, for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this AGREEMENT pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions) without further action by the Board and/or, (ii) prepare and sign Change Notices to this AGREEMENT which reduce the SOW and the Contract Sum without further action by the Board.

(i) Such notices of partial or total termination shall be authorized under the following conditions:

- Notices shall be in compliance with all applicable Federal, State, and COUNTY laws, rules, regulations, ordinances, guidelines, and directives.
- Director shall obtain approval of COUNTY Counsel for any notice.
- Director shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.

(ii) Such Change Notices which reduce the Statement of Work and the Contract Sum shall be authorized under the following conditions:

- Such Change Notices shall be in compliance with all applicable Federal, State, and COUNTY laws, rules, regulations, ordinances, guidelines, and directives.
- The Board has appropriated sufficient funds for purposes of such Change Notices.
- Director shall obtain approval of COUNTY Counsel and COUNTY CIO for any Change Notice.

(iii) Director shall file a copy of all Change Notices with the Executive Office of the Board within fifteen (15) days after execution of each Change Notice.

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6.1.4. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments), to the extent that extensions of time for CONTRACTOR performance do not impact either the SOW or cost of this AGREEMENT, COUNTY Project Director, in its discretion, may grant CONTRACTOR extensions of time in writing for the Work listed in the SOW or otherwise in this AGREEMENT provided such extensions shall not cause CONTRACTOR to fail to achieve Go-Live and Final Acceptance by the dates required therefore, or extend the Term of this AGREEMENT.

6.2 Form of Change Notice. Any "Change Notice" proposed or executed by the parties shall include, unless waived by COUNTY Project Director:

6.2.1. A quotation of a "not-to-exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures;

6.2.2. An accounting of the cost savings to be realized by COUNTY from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Notice;

6.2.3. CONTRACTOR staff level recommended for completion of the applicable Work;

6.2.4. Estimated personnel hours for completion of the requested Work;

6.2.5. Final delivery date for completed Work, including any postdelivery acceptance period as may be applicable;

6.2.6. If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (*i.e.*, other than the Work requested under the Change Notice); and

6.2.7. A description of and CONTRACTOR'S cost of any applicable hardware, Third-Party Software, or other materials required to complete the requested Work.

6.3 Duration of CONTRACTOR'S Change Notice Price Quotation. CONTRACTOR'S quotations under the proposed Change Notice, including the "not-to-exceed" price under Paragraph 6.2.1, shall be valid for 90 days from the date of its submission.

6.4 Change Notice Dispute Resolution. In the event the parties fail to agree on the amount to be paid by COUNTY for the Work requested pursuant to a Change Notice, COUNTY may, upon notice to CONTRACTOR, elect to direct CONTRACTOR to commence performing such Work (and

CONTRACTOR agrees to commence performing such Work) and resolve the dispute over amounts owed to CONTRACTOR in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, COUNTY agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 5.1 (General) and Paragraph 10 (Invoices and Payments).

6.5 Change Notice Audit. COUNTY is entitled to audit, in accordance with Paragraph 42 (Records and Audits) of Exhibit A (Additional Terms and Conditions), CONTRACTOR'S compliance with Paragraph 6.2 (Form of Change Notice) in respect of Work performed pursuant to a Change Notice.

7. TERM

The term of this AGREEMENT shall commence upon Board approval and shall continue in full force and effect until expiration of the two (2) year warranty period following Final Acceptance by COUNTY of all Deliverables required under this AGREEMENT, unless sooner terminated or extended, in whole or in part, as provided in this AGREEMENT (Term).

8. PRICES AND FEES

8.1 General. Attached to this AGREEMENT as Exhibit C (Schedule of Deliverables and Payments) is a schedule of all fees applicable to this AGREEMENT, along with a payment schedule for completion of Work beginning on the Notice to Proceed and continuing through the Final Acceptance.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this AGREEMENT shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the Tasks, subtasks, Deliverables, goods, services, and other Work specified under this AGREEMENT. All Work completed by CONTRACTOR must be approved in writing by COUNTY. If COUNTY does not approve Work in writing, no payment shall be due to CONTRACTOR for that Work. Notwithstanding such limitation of funds, CONTRACTOR shall satisfactorily perform and complete all Work required of CONTRACTOR under this AGREEMENT.

The Maximum Contract Sum for this AGREEMENT, including all applicable Taxes, authorized by COUNTY hereunder, shall not exceed four hundred sixty-five thousand dollars ($465,000).

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8.3 Delivery of Goods; Taxes. The fees set forth in Exhibit B (Schedule of Payments) shall include applicable California and other State and local sales/use Taxes on all Tasks, subtasks, goods, services, and other Work procured by COUNTY pursuant to or otherwise due as a result of this AGREEMENT. All California sales/use Taxes shall be paid directly by CONTRACTOR to the State or other taxing authority. CONTRACTOR shall be solely liable and responsible for any and all California and other State and local sales/use Taxes billed by CONTRACTOR to COUNTY and paid by COUNTY to CONTRACTOR in accordance with this AGREEMENT. In the event CONTRACTOR fails to pay such California or any other State or local sales/use Tax and such Taxes have been paid by COUNTY to CONTRACTOR, CONTRACTOR shall reimburse COUNTY for any and all Tax amounts paid by COUNTY as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, CONTRACTOR shall be solely responsible for all Taxes based on CONTRACTOR'S income or gross revenue, or personal property Taxes levied or assessed on CONTRACTOR'S personal property to which COUNTY does not hold title.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

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

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices. All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY Project Director, as evidenced by COUNTY Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

10.2 Submission of Invoices. CONTRACTOR shall invoice COUNTY upon completion of Tasks, subtasks, Deliverables, goods and services, and other Work which are specified in this AGREEMENT, Exhibit B (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any

Change Orders, as applicable, and which have been approved in writing by COUNTY pursuant to Paragraph 4.3 (Work; Approval and Acceptance). CONTRACTOR agrees not to submit any invoice for payment until COUNTY has approved in writing the Work for which payment is claimed. All invoices and supporting documents under this AGREEMENT shall be submitted in duplicate to the following address:

Accounts Payable Section
County of Los Angeles Department of Public Works
Fiscal Division, 7th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

10.3 Detail. Each invoice submitted by CONTRACTOR shall include:

10.3.1. The Tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any Change Order, as applicable, for which payment is claimed.

10.3.2. A copy of all applicable Task/Deliverable Acceptance Certificates.

10.3.3. Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the AGREEMENT.

10.3.4. Indication of any applicable withholds or credits due to COUNTY under the terms of this AGREEMENT or reversals thereof, including credits assessed in accordance with Paragraph 10.8 (Credits to COUNTY).

10.4 No Partial or Progress Payments. CONTRACTOR shall be entitled to payment in respect of a Task or Deliverable or other Work, only upon successful completion by CONTRACTOR and approval by COUNTY of such Task or Deliverable or other Work. No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables or other Work will be made under this AGREEMENT.

10.5 Invoice Discrepancy Report. COUNTY Project Director or COUNTY Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (IDR), orally or in writing, to CONTRACTOR within thirty (30) days of receipt of invoice if payment amounts are disputed. CONTRACTOR shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from

COUNTY Project Director or COUNTY Project Director's designee. If COUNTY Project Director or COUNTY Project Director's designee does not receive a written response within ten (10) days of COUNTY'S notice to CONTRACTOR of an IDR, then COUNTY payment will be made less the disputed charges.

10.6 COUNTY'S Right to Withhold. In addition to any rights of COUNTY provided in this AGREEMENT, or at law or in equity, COUNTY may, upon notice to CONTRACTOR, withhold payment for any Work while CONTRACTOR is in default hereunder or at any time that CONTRACTOR has not provided COUNTY-approved Work.

10.7 Holdbacks. COUNTY will hold back ten percent (10%) of the amount of each invoice approved by COUNTY pursuant to Paragraph 10 (Invoices and Payments) (the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to CONTRACTOR upon Final Acceptance, subject to adjustment for any amounts arising under this AGREEMENT owed to COUNTY by CONTRACTOR, including, but not limited to, any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (COUNTY'S Right to Withhold), 10.8 (Credits to COUNTY) and any partial termination of any Task, subtask, or Deliverable set forth in the SOW as provided hereunder.

10.8 Credits to COUNTY

10.8.1 In an increasingly mobile society, it is critical to improve traffic flow through multiple jurisdictions within COUNTY in an effort to enhance mobility, relieve traffic congestion, and increase air quality. To meet these goals, COUNTY is implementing a Countywide information exchange network that will provide continuous monitoring of traffic conditions and traffic signal operations as well as enable traffic signal timing to be controlled and coordinated remotely to adjust to actual traffic conditions. It will also allow for the exchange of traffic data and information among different agencies within COUNTY. For the information exchange network to function effectively, each agency must use a traffic control system that communicates with the information exchange network to allow the exchange of traffic data and information between agencies. The WCS will communicate the traffic data and information from the traffic signals and CCTV cameras located in the unincorporated areas of COUNTY, as well as certain agencies within COUNTY, with COUNTY'S traffic control system. Any delay in the completion and delivery of the WCS decreases the efficiency and value of both COUNTY'S traffic control system and the information

exchange network. COUNTY and CONTRACTOR have identified the key Deliverables set forth in Paragraph 10.8.2; CONTRACTOR'S timely completion and delivery of them will ensure COUNTY receives and is able to implement the WCS in a timely fashion, and, therefore, improve mobility, relieve traffic congestion and enhance air quality in COUNTY. If CONTRACTOR fails to complete and deliver such Deliverables by the dates set forth in Exhibit C (Schedule of Deliverables and Payments), it is mutually agreed that such delay increases the likelihood that CONTRACTOR will not complete and deliver the WCS in a timely manner, and, therefore, decreases COUNTY'S ability to use the WCS to achieve its goals.

10.8.2 COUNTY shall be entitled to credits arising from CONTRACTOR'S noncompliance with its obligations relating to any of the following Deliverables:

Deliverable 5 – Proof-of-Concept Demonstrations;

Deliverable 6 – Deployment and Acceptance of the WCS for 16 Intersections;

Deliverable 11 – Acceptance of the WCS for all 51 intersections and four CCTV cameras.

10.8.3 Such credits will be calculated according to the following rules:

(i) Deliverables not properly completed within thirty (30) working days of the Deliverable due date, as specified in Exhibit C (Schedule of Deliverables and Payments), shall entitle COUNTY to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Exhibit C (Schedule of Deliverables and Payments).

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

10.8.4 Deliverables shall not be considered late if their delay is due to circumstances above and beyond the control of CONTRACTOR, including, but not limited to, (i) the failure of COUNTY or other impacted jurisdictions to provide comments within the time frames set forth in Exhibit C (Schedule of

Deliverables and Payments) and (ii) the failure of an approved subcontractor to complete work in accordance with the time frames set forth in the statement of work attached to such subcontract, provided CONTRACTOR has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) in respect of such circumstance. COUNTY may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by COUNTY, at any time, by the full amount of such credit.

11. DEFICIENCIES

11.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of CONTRACTOR to COUNTY: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the WCS, in whole or in part, not performing in accordance with the provisions of this AGREEMENT, including the SOW, as determined by COUNTY Project Director, in COUNTY Project Director's sole discretion.

11.2 Corrective Measures. COUNTY Project Director shall notify CONTRACTOR Project Director in writing (or if not practicable, orally) to either CONTRACTOR Project Director or CONTRACTOR Project Manager, of any Deficiency. Upon the earlier of (a) notice (orally or in writing) from COUNTY, or (b) CONTRACTOR'S discovery of such Deficiency, CONTRACTOR shall promptly commence corrective measures to remedy any Deficiency.

11.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by COUNTY Project Director in accordance with the procedures set forth in Paragraph 5.1 (General).

12. REPRESENTATIONS AND WARRANTIES

12.1. As used in the AGREEMENT, the "Warranty Period" means the period commencing on the Final Acceptance Date and continuing for two years thereafter. CONTRACTOR hereby represents, warrants, and covenants to COUNTY that for the Warranty Period:

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12.1.1 The WCS shall perform fully in accordance with the Specifications or any amendments thereto;

12.1.2. CONTRACTOR shall provide all services necessary to correct all Deficiencies arising during the Warranty Period, but CONTRACTOR shall not charge, and COUNTY shall not pay, any additional fees for such services. Notwithstanding any provision of this AGREEMENT to the contrary, the obligations of CONTRACTOR under this Paragraph 12 (Representations and Warranties) shall continue until all Deficiencies arising during the Warranty Period have been corrected by CONTRACTOR.

13. PROPRIETARY CONSIDERATIONS

13.1 COUNTY Materials. CONTRACTOR and COUNTY agree that all materials, designs, Specifications, techniques, plans, reports, Deliverables, data, and any other information developed under this AGREEMENT and all copyright, patent, trade secret and other proprietary rights therein, shall be the sole property of COUNTY (hereafter in this Paragraph 13, collectively, COUNTY Materials). CONTRACTOR hereby assigns and transfers to COUNTY all CONTRACTOR'S right, title, and interest in and to all such COUNTY Materials developed under this AGREEMENT.

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

13.2 Transfer to COUNTY. Upon request of COUNTY, 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, all copyright, patent, and trade secret rights. COUNTY shall have the right to register all copyrights 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 right, title, and interest, including, but not limited to, copyrights and patents, in and to the COUNTY Materials.

13.3 Copyright Notices. CONTRACTOR shall affix the following notice to all COUNTY Materials: "© Copyright 2006 (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 system and user documentation; and as otherwise may be directed by COUNTY.

13.4 CONTRACTOR'S Obligations. CONTRACTOR shall protect the security of and keep confidential all COUNTY Materials obtained or produced under this AGREEMENT. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such COUNTY Materials from loss or damage by any cause, including fire and theft.

CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY'S computer systems, or to any safeguard, countermeasure, or contingency plan, policy, or procedure for data security contemplated or implemented by COUNTY without COUNTY'S prior written consent.

During the term of this AGREEMENT and for five (5) years thereafter, CONTRACTOR shall also maintain and provide security for all CONTRACTOR'S working papers prepared under this AGREEMENT.

13.5 Proprietary and Confidential. Any and all materials developed or originally acquired by CONTRACTOR outside the scope of this AGREEMENT, (hereinafter CONTRACTOR Materials) which CONTRACTOR desires to use hereunder and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY'S Project Manager as proprietary or confidential and shall be plainly and prominently marked by CONTRACTOR as "PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such CONTRACTOR Materials.

13.6 COUNTY'S Rights and Obligations. COUNTY will protect the security and keep confidential, to the extent possible, as permitted by law, CONTRACTOR Materials that are proprietary and/or confidential. COUNTY agrees not to reproduce, distribute, or disclose to any non-COUNTY entities any such CONTRACTOR Materials that are proprietary and/or confidential without the prior written consent of CONTRACTOR, except as required by law or as specifically permitted pursuant to this AGREEMENT. Notwithstanding the foregoing, it is expressly agreed that COUNTY may reproduce, distribute, or disclose such proprietary and/or confidential CONTRACTOR Materials without CONTRACTOR'S consent to other governmental or public agencies within the COUNTY, provided that COUNTY acquires consent of such governmental or public agencies to the same obligations assumed by COUNTY to protect and keep confidential such CONTRACTOR Materials. Further, COUNTY will use whatever security measures are reasonably

necessary to protect all such CONTRACTOR'S Materials from loss or damage by any cause, including, but not limited to, fire and theft.

13.7 No Obligation by COUNTY. Notwithstanding any other provision of this AGREEMENT, COUNTY will not be obligated to CONTRACTOR in any way under this AGREEMENT for disclosure of:

(1) Any of CONTRACTOR Materials that are proprietary and/or confidential, which are not plainly and prominently marked with restrictive legends as required pursuant to Paragraph 13.5 (Proprietary and Confidential);

(2) Any COUNTY Materials covered under Paragraph 13.3 (Copyright Notices); or

(3) Any materials which COUNTY is required to make under the California Public Records Act or otherwise by law.

13.8 Survival. The provisions of this Paragraph 13 (Proprietary Considerations) shall survive the expiration or termination of this AGREEMENT.

14. MINIMUM SYSTEM REQUIREMENTS

Exhibit B (Statement of Work) sets forth the minimum requirements for the WCS and is required for COUNTY to enjoy and exercise fully its rights in respect of the WCS. Such minimum requirements shall provide Specifications for installation of the WCS, including a seamless integration with KITS and the Traffic Management System.

15. THIRD-PARTY SOFTWARE

15.1. CONTRACTOR hereby represents and warrants that none of the WCS other than the third-party software as specified in Exhibit D (Third-Party Software) is owned by third-parties. CONTRACTOR represents and warrants that it has not modified and shall not modify, nor does CONTRACTOR have any need to modify, Third-Party Software in order for the WCS to fully perform in accordance with all requirements of this AGREEMENT. CONTRACTOR represents and warrants that all Third-Party Software is provided to COUNTY in the same unmodified form as received by CONTRACTOR from the applicable third-party. CONTRACTOR represents and warrants that Third-Party Software shall, together with the remainder of the WCS, fully satisfy all requirements of the AGREEMENT without the need for any modification of Third-Party Software by CONTRACTOR or otherwise.

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15.2. COUNTY acknowledges that it may have to execute certain third-party license AGREEMENTS in respect of such Third-Party Software. These third-party license AGREEMENTS shall be at no additional cost to COUNTY. To the extent that any such third-party license AGREEMENT conflicts with this AGREEMENT or in any way restricts COUNTY'S full use and enjoyment of the WCS as contemplated herein, CONTRACTOR shall take all necessary action and pay all sums required for COUNTY to fully enjoy all the rights and benefits in respect of the WCS granted under this AGREEMENT. CONTRACTOR shall promptly and at no cost to COUNTY, either: (1) obtain a license from the appropriate third-party, which shall enable CONTRACTOR to modify such Third-Party Software, and CONTRACTOR shall provide all necessary modifications, or (2) to the extent that CONTRACTOR is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of CONTRACTOR Project Manager and COUNTY Project Manager, in lieu of modifying such Third-Party Software.

16. CONTRACTOR'S OFFICES

CONTRACTOR'S business offices are located at 2200 North Glassell Street, Orange, California, 92865. CONTRACTOR shall notify COUNTY of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

17. PRODUCTION USE OF THE SYSTEM

Following installation by CONTRACTOR and prior to Final Acceptance by COUNTY, COUNTY shall have the right to use, in production mode, any completed portion of the WCS without any additional cost to COUNTY where COUNTY determines that it is desirable or necessary for COUNTY operations. Such production use shall not restrict CONTRACTOR'S performance under this AGREEMENT and shall not be deemed to be CONTRACTOR'S achievement of Go-Live or Final Acceptance.

18. NOTICES

All notices or demands required or permitted to be given or made under this AGREEMENT, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission, if followed by timely

confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice, in accordance with the procedures set forth above, to the other party.

To COUNTY:

County of Los Angeles Department of Public Works
Traffic and Lighting Division
Attention Ms. Jane White
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone (626) 300-2020
Fax (626) 5319
e-mail: jwhite@ladpw.org

With a copy to:

Office of the County Counsel
County of Los Angeles
Attention Jose Silva, Esq.
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Fax (213) 617-7182

To CONTRACTOR:

Systems Integrated
2200 North Glassell Street
Orange, CA 92865
Attention Susan Corrales-Diaz
Telephone (714) 998-0900
Fax (714) 998-6059

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

19. ARM'S LENGTH NEGOTIATIONS

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

20. SURVIVAL

The following Paragraphs of this AGREEMENT shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 12, 13, 14, 17, 18, 19, 20, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
JOSE SILVA
Principal Deputy County Counsel

SYSTEMS INTEGRATED

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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ADDITIONAL TERMS AND CONDITIONS

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

1. SUBCONTRACTING

1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures:

1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract and a description of the Work to be performed under the proposed subcontract.

1.2.2. A certificate of insurance from the proposed subcontractor, which establishes that the subcontractor maintains all the programs of insurance required by the Agreement or required by Exhibit E (Sample Subcontract).

1.2.3. A draft copy of the proposed subcontract, which shall contain, at a minimum, the provisions set forth in Exhibit E (Sample Subcontract). The provisions of Exhibit E (Sample Subcontract), or of any approved subcontract agreement between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld; and

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

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

1.2.5. Contractor shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit E.4 attached to Exhibit E (Sample Subcontract)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3. Contractor Responsibilities

1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any subcontractor, including the obligation properly to supervise, coordinate, and perform all Work required hereunder and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit, in any way, Contractor's performance, obligations, including Contractor's indemnification obligations or responsibilities to County.

1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors, and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. DISPUTE RESOLUTION PROCEDURE

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

2.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.

2.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform, shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.4. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.6. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of

submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.7. If the Project Directors are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to [_____] and [_____]. These persons shall have five (5) business days to attempt to resolve the dispute.

2.8. If [_____] are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the Director, but not to Director's designee. These persons shall have five (5) business days to attempt to resolve the dispute.

2.9. In the event that at these levels there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.10. All disputes utilizing the Dispute Resolution Procedures shall be documented, in writing, by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 2 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by a face-to-face meeting, by telephone, or in writing by exchange of correspondence.

2.11. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 3.4 (Injunctive Relief) of this Exhibit, or pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. CONFIDENTIALITY

3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, contingency plan, policy, or procedure for data security contemplated or implemented by County without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.

3.2. Disclosure of Information

3.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or Confidential Information and trade secrets owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential by either party (Confidential Information).

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

maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.3. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

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

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

3.3.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.

3.3.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.3 (Use of County Name) shall apply.

3.3.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.4. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Paragraph 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages. In addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY

4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1. Contractor has ceased to pay or has admitted, in writing, its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2. The filing of a voluntary or involuntary petition, which involuntary petition is not dismissed within sixty (60) days, regarding Contractor under the United States Bankruptcy Code;

4.1.3. The appointment of a receiver or trustee for Contractor; or

4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

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

5. TERMINATION FOR DEFAULT

5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, if Contractor fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement, or Contractor breaches or

fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any, no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days, provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default) it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default) or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor, therefore, at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits, and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of the WCS under Paragraph 12 (Representations and Warranties) of the Agreement Maintenance Services shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

6. TERMINATION FOR CONVENIENCE; SUSPENSION

6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County, in its sole discretion, for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement, applicable law, and County procedures for payment for Work performed through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

6.3. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.

6.3.1. Contractor shall immediately discontinue all services unless otherwise indicated by Director.

6.3.2. Upon request of Director, Contractor shall surrender and deliver to Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to WCS as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 10.1 (Approval of Invoices) of the base document or for which an agreement for partial payment has been negotiated.

6.3.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

6.3.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder, and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.

6.3.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party upon written notice to the other party.

6.4. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement, applicable law, and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.4 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION

7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8. TERMINATION FOR GRATUITIES

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

9. EFFECT OF TERMINATION

9.1. Remedies. In the event that County terminates the Agreement, in whole or in part, as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, then:

9.1.1. Contractor shall (i) stop performing Work under the Agreement on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to County copies of all WCS and all other completed Work and Work in process in a media reasonably requested by County, and (iii) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2. Unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3. Contractor shall promptly return to County any and all of County's Confidential Information that relates to that portion of the Agreement or Work terminated by County;

9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 10.8 (Credits to County) of the base document, to the extent applicable; and

9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by County to a new WCS toward the end that there be no interruption of the Public Works' day-to-day operations due to the unavailability of WCS during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services and shall invoice County for such transition services in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES

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

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

11. AUTHORIZATION WARRANTY

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

12. FURTHER WARRANTIES

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

12.1. Contractor represents and warrants that (a) Contractor has the full power and authority to grant all rights granted by the Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the WCS without interruption of system use, (d) the Agreement and the WCS acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third-party without the prior written consent of County, and without providing in such subordination instrument for nondisturbance of County's use of WCS, and any part thereof in accordance with the Agreement, and (f) neither the performance of the Agreement by Contractor nor the use by County and its users of WCS in accordance with the Agreement will, in any way, violate any nondisclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third-party.

12.2. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the WCS acquired from Contractor, as applicable, until the Final Acceptance Date.

12.3. Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the SOW.

12.4. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.

12.5. All Documentation developed under the Agreement shall be uniform in appearance.

12.6. The WCS shall be fully Compatible with and shall fully integrate, perform, and function with the system hardware and the operating system software that conform to the specifications in Exhibit B (Statement of Work).

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

12.8. Contractor shall support all WCS components licensed to County hereunder for the Term.

12.9. Contractor shall assign to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third-Party Software or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

13. INDEMNIFICATION AND INSURANCE

13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (County Indemnitees) from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, any subcontractor's, or Contractor's or any subcontractor's agents', employees', officers', directors', shareholders', or subcontractors' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County, in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior

written approval, accept any settlement or enter a plea of guilty or *nolo contendere* to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2. Insurance. Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term, and shall require all of its subcontractors to maintain the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13. Such insurance shall be provided by insurer(s) satisfactory to County's risk manager, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Certificates or other evidence of coverage satisfactory to County's risk manager, and evidence of such programs satisfactory to County, shall be delivered to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Mr. Scott Smith
900 South Fremont Avenue
Alhambra, CA 91803-1331

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall:

13.2.1. Specifically identify the Agreement;

13.2.2. Clearly evidence all coverage required in the Agreement;

13.2.3. Contain express conditions that County is to be given notice by registered mail (i) at least thirty (30) days prior to any termination of any program of insurance or within ten (10) days in the event of nonpayment of premium by Contractor, and (ii) with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification to the types or limits of coverage as outlined in this Agreement in the event Contractor receives less than thirty (30) days advance notice of such modification;

13.2.4. Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

13.2.5. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.3. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

13.4. Insurance Coverage Requirements for Subcontractors. Without limiting Contractor's indemnification obligations under the Agreement in respect of subcontractors, Contractor shall ensure any and all subcontractors performing services under the Agreement meet the insurance requirements of the Agreement either by:

13.4.1. Contractor providing evidence of insurance covering the activities of subcontractors; or

13.4.2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13.5. Liability Insurance. Such insurance shall consist of:

13.5.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with a combined single limit of not less than two million dollars ($2,000,000) per occurrence. If written with an annual aggregate limit, the above insurance policy limit shall be five (5) times the above required occurrence limit. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.

13.5.2. Comprehensive Auto Liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for all owned, nonowned, and hired vehicles or coverage for "any auto" with a limit of not less than one million dollars

($1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.

13.6. Workers' Compensation. Workers' Compensation insurance in an amount and form required by the California Labor Code, or the labor code of any other applicable state, covering all persons performing Work on behalf of Contractor and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000) for each employee.

13.7. Notification of Incidents, Claims, or Suits. Contractor shall report to County:

13.7.1. Any accident or incident relating to services performed under the Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within 24 hours of occurrence.

13.7.2. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within 24 hours of the earlier of service of process of such claim or lawsuit or Contractor otherwise has knowledge of such claim or lawsuit.

13.7.3. Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager. Such report shall be made in writing within 24 hours of occurrence.

13.7.4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within 24 hours of occurrence.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees, pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees, and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation arising from or related to WCS, software modifications, or the operation and utilization of the Work under the Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Paragraph 14 (Intellectual Property Indemnification) if any infringement claim is caused by the use by County of WCS other than in accordance with the Agreement, Specifications, and other applicable Documentation.

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

15. NOTICE OF DELAY

In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely

manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly, following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director, in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay, or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay, or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (Notice of Delay). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order, or an amendment to the Agreement, as applicable pursuant to Paragraph 6 (Change Notices and Amendments) of the base document. In the event Contractor fails to notify County, in writing, of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 15 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder, or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 15 (Notice of Delay) shall not be interpreted or construed as expanding, in any manner, the financial obligations of County under the Agreement.

16. FORCE MAJEURE

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

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1. A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

17.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar 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 Contractor may have with County.

17.3. County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4. If there is evidence that Contractor may be subject to debarment, the Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

17.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

17.7. If a 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 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.

17.8. The Contractor Hearing Board will consider a request for review of a debarment 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 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, 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

18. COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances,

guidelines, and directives following notice from County, including written copies of such applicable rules, regulations, ordinances, guidelines, and directives.

19. FAIR LABOR STANDARDS

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

20. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1. Contractor shall certify to and comply with the provisions of Contractor's Equal Employment Opportunity certification.

20.2. Contractor shall take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include: 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.

20.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations, including:

20.4.1. Title VII, Civil Rights act of 1964;

20.4.2. Section 504, Rehabilitation Act of 1973;

20.4.3. Age Discrimination Act of 1975;

20.4.4. Title IX, Education Amendments of 1973, as applicable;

20.4.5. Title 43, part 17, code of Federal regulations, subparts a & b;

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

20.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County, provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the antidiscrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations and separately pursuant to Paragraph 2 (Dispute Resolution Procedure).

20.6. The parties agree that if Contractor violates the antidiscrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION

21.1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees

performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

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

22. HIRING OF EMPLOYEES

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

23. CONFLICT OF INTEREST

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

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

24. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

24.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25. RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor shall fully comply with County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor, any County lobbyist, or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

26. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and

GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27. NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 27 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person, which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person, in any way, in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, any other requirements or conditions which persons must meet in order to be provided any service or benefit.

28. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

29. CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

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

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

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

30.3. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

31. RECYCLED-CONTENT PAPER

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

32. COMPLIANCE WITH JURY SERVICE PROGRAM

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

32.2. Written Employee Jury Service Policy

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

32.2.2. For purposes of this Paragraph 32 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32 (Compliance with Jury Service Program). The provisions of this Paragraph 32 (Compliance with Jury Service Program)shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's

definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4. Contractor's violation of this Paragraph 322 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS TO COUNTY FACILITIES

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

34. COUNTY FACILITY OFFICE SPACE

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

35. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

36. PHYSICAL ALTERATIONS

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

37. FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit H to the Agreement).

38. ASSIGNMENT BY CONTRACTOR

38.1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

38.2. Shareholders, partners, members, or other equity holders of the 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 the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest

therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

38.3 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 the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

39. INDEPENDENT CONTRACTOR STATUS

39.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

39.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, local Taxes, other compensation, benefits, or Taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.

39.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

39.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

40. RECORDS AND AUDITS

40.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement, provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 40 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

40.2. If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under the Agreement.

40.3. If at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in

writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

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

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

42. NO THIRD-PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not, in any way, intend that any person or entity shall acquire any rights as a third-party beneficiary of the Agreement, except that this Paragraph 42

(No Third-Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

43. MOST FAVORED PUBLIC ENTITY

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

44. COUNTY'S QUALITY ASSURANCE PLAN

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

45. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the effective date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (i) third-parties who have subcontracted with Contractor to perform the services; or (ii) Contractor's current employees.

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

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

waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

47. SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing work under this Agreement to notify and provide to its employees residing in or working in the State of California, information regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet (Exhibit I to the Agreement) is available on the Internet at www.babysafela.org for printing purposes.

48. BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit. County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the SOW that corresponds with the reduction in County's payment obligation. Contractor shall otherwise continue to perform all of its obligations set forth in this Agreement.

49. WAIVER

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

50. GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to Agreements made and to be performed within that State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter

jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

51. SEVERABILITY

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

52. RIGHTS AND REMEDIES

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

53. FACSIMILE

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

54. CAPTIONS AND PARAGRAPH HEADINGS

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

STATEMENT OF WORK

WIRELESS COMMUNICATIONS SYSTEM FOR THE TRAFFIC MANAGEMENT SYSTEM

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

A. System Requirements Overview
B. Interpretation of Apparent Omissions
C. Network Design and Construction
D. Battery Backup Systems
E. Equipment Functional Requirements
F. Minimum Technical Requirements
G. Call Before You Dig
H. Terrain
I. Schedule for Deployment
J. Credits to County
K. Proof-of-Concept Demonstration
L. Acceptance Testing
M. Record Documentation
N. Equipment and Warranties
O. System Expansion Opportunity

A. System Requirements Overview

Conceptual WCS Network Layout: The portion of the required WCS that will serve the data communications to intersection controllers is envisioned to use Spread Spectrum (SS) radio or other broadband wireless technology, which meets the Equipment Functional Requirements and Minimum Technical Requirements included in Sections E and F, respectively. The portion of the required WCS that will serve the CCTV cameras may use SS or other radio technology that meets the County's Equipment Functional Requirements and Minimum Technical Requirements. For either or both portions of the WCS, the Proposer may propose to supply any proven alternative wireless technology that is compatible with other components of the system, and that provides equivalent functionality with the herein-specified SS radio technology. Proposer must supply a Proposal for communication network solution(s) to provide data communications with both the intersection controllers and the CCTV cameras; only one contract award will be made to a single Proposer for the entire project.

B. Interpretation of Apparent Omissions

It is understood and agreed by the Contractor that the description of the Work provided herein is complete and includes all equipment necessary for the proper functioning of the WCS, even though every item may not be specifically mentioned. The apparent silence in this SOW as to any detail, or the apparent

omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only the best material and workmanship is to be used. Interpretation of this SOW shall be made upon that basis.

C. Network Design and Construction

(Deliverable 1: Final Network Layout)
(Deliverable 3: Listing of Master Radio Locations)

1. Contractor shall develop the network layout and radio connectivity to achieve the required data communications at the least total implementation cost to the County.

2. The WCS deployment is envisioned to use a combination of the following to achieve the connectivity required: (1) master SS radios, (2) slave or subscriber SS radios, and (3) County-leased T1 backhaul links to the County's TMC. However, the Proposer may offer to provide a different backhaul linkage (Section C.7.d, below). County shall procure and install all leased T1 backhaul links between the master radios and County's TMC.

3. The intersections shall be subdivided into 8 to 14 groups, each having no fewer than 4 and no more than 8 intersections.

4. All of the targeted intersections have or will have Type 170E or 170 Advanced Transportation Controllers (ATC) in 332 controller cabinets. All will utilize the County's LACO-4 controller firmware. All will communicate using the Type 170 controller's RS-232 serial data communications port at a minimum data speed of 9,600 baud. The KITS communications server can also communicate at higher rates up to 19,200 baud. All of the WCS's required radio units are intended to be powered from, and installed into available space within, the existing controller cabinets.

5. The master radio that communicates with the group may or may not be located at one of the group's intersections. County prefers that the master radios be sited at one or more of the existing, available public buildings in the vicinity (Section C.6.d, below). The WCS's master-and-associated-slaves setup shall be fixed groupings and not dynamic once set. A slave radio may also serve as a repeater radio, forwarding or passing the data between its master and another slave radio that is located farther "downstream".

- The 51 traffic signal controllers and 4 CCTVs at which the WCS shall provide communications are listed in **Table 1** and geographically depicted in **Figure 1**.

Table 1 - Listing of First 51 Intersections

Westerly 28 Intersections:

CORRIDOR	CROSS_ST
Aviation Bl	118th St
Aviation Bl	120th St
Aviation Bl	124th St
Aviation Bl	135th St
Aviation Bl	Alaska Av
Aviation Bl	El Segundo Bl **
Aviation Bl	Rosecrans Av **
El Segundo Bl	I-405 North
El Segundo Bl	I-405 South
El Segundo Bl	Inglewood Av
El Segundo Bl	Isis Av
El Segundo Bl	Ocean Gate Av
El Segundo Bl	Shoup Av
Inglewood Av	130th St
Inglewood Av	132nd St
Inglewood Av	135th St
Inglewood Av	138th St
La Cienega Bl	120th St
La Cienega Bl	El Segundo Bl
La Cienega Bl	Pacific Concourse Dr
Rosecrans Av	Apollo St
Rosecrans Av	Continental Way
Rosecrans Av	Douglas St
Rosecrans Av	Isis Av
Rosecrans Av	Nash St
Rosecrans Av	Village Dr
Rosecrans Av	Ocean Gate Av
Rosecrans Av	Inglewood Av **

Easterly 23 Intersections:

CORRIDOR	CROSS_ST
Century Bl	Normandie Av (T1) **
El Segundo Bl	Budlong Av
El Segundo Bl	Normandie Av
El Segundo Bl	Vermont Av
Imperial Hwy	Budlong Av
Imperial Hwy	Denker Av
Imperial Hwy	Normandie Av
Imperial Hwy	Van Ness Av
Imperial Hwy	Western Av
Imperial Hwy	Wilton Pl
Normandie Av	104th St
Normandie Av	106th St
Normandie Av	108th St
Normandie Av	110th St
Normandie Av	120th St
Normandie Av	89th St
Normandie Av	92nd St
Normandie Av	95th St
Normandie Av	98th St
Western Av	111th St
Western Av	120th St
Western Av	El Segundo Bl
Western Av	SW College Entr

* (T1) signifies the already designated master radio site(s);
1) Century Boulevard at Normandie Avenue must be used for the Proof-of-Concept Demonstration.
2) City of Lawndale City Hall (14717 Burin Avenue, Lawndale, California 90260) or City of Hawthorne City Hall (4455 West 126th Street, Hawthorne, California 90250) will be the site of additional leased T1 service implemented by County that must be used for siting of additional master radios.

** CCTV camera at the intersection, which must be connected to the TMC by the supplied WCS.

6. Contractor's implementation shall follow a 3-stage deployment strategy.

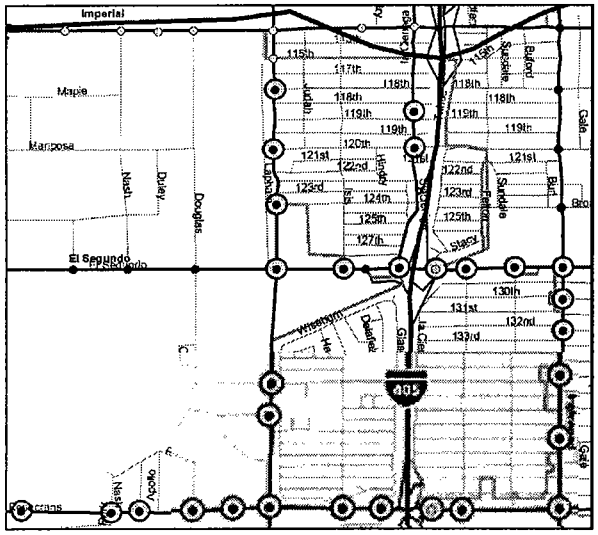
- A Proof-of-Concept Demonstration must be completed (Section K);
- The 51 Intersections' signal controllers will be connected to County's signal system with the WCS;
- At a later date after surveillance camera installations are completed by

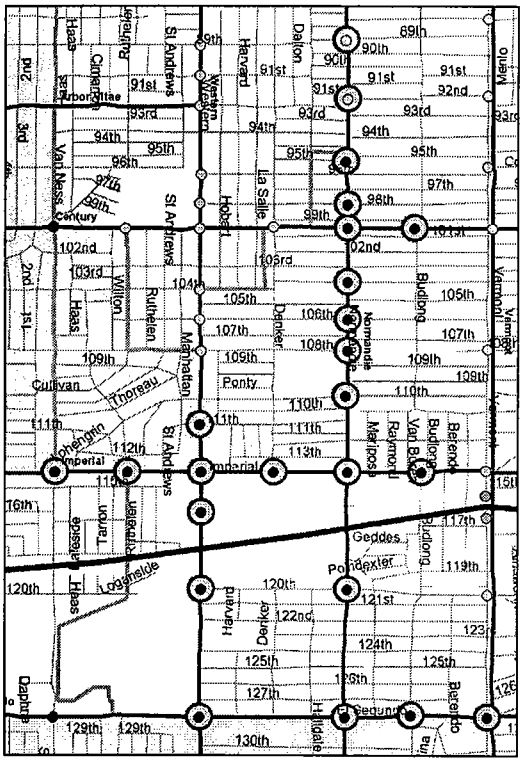
others, the four CCTV cameras will be connected to County's TMC with the WCS.

Figure 1
"First 51" Intersections

Easterly Subgroup of 23 Intersections →
~2.3 miles N/S by ~1.5 miles E/W

Westerly Subgroup of 28 Intersections
~1.5 miles N/S by ~1.8 miles E/W
↓





APPROXIMATE SCALE:
← 1 Mile →

7. Master Radios-to-TMC Communications Concept:

   a. The backhaul will be composed of the various communication links between the master radio sites and the County's TMC facility, located on the first floor of the County of Los Angeles Department of Public Works (LADPW) Annex Building at 900 South Fremont Avenue, Alhambra, California 91802. The distance between the TMC facility and the closest group portion of the First 51 is approximately 15 miles. County has a telecommunications service contract with SBC Communications (SBC) and has ordered leased T1 service (~1.544 Mbps data rate) for the first backhaul links at the location(s) indicated in Table 1.

b. In order to minimize the quantity of leased T1 services required, the network layout shall (to the maximum degree possible) concentrate several master radios at a single location for combining onto a single dedicated T1 at that location.

c. County shall coordinate with SBC to deploy the required number of additional backhaul T1 services for connecting the TMC to the 14 (or fewer) master radio sites, including any conduit needed to connect each T1 demarcation point to the controller cabinet.

d. County prefers to establish master radio sites at public facilities. Attachment A provides a list of all LADPW facilities in the general area which should be considered as master radio locations. As an alternative, the Contractor should propose master radio locations at other public buildings in the vicinity, such as other County facilities or City facilities (Section C.7.g). Last, a signalized intersection may be proposed as a master radio site. For this backhaul deployment network topology, County believes that the additional cost associated with the installation of one more subscriber radio to provide the communications to the public building will be more than offset by the expense of County constructing a conduit connection between the T1 demarcation and the controller cabinet. The Proposer is encouraged to investigate and propose as many of the additional master radio sites as possible (beyond the locations identified in Table 1) be located at public facilities away from a signalized intersection. An antenna no taller than 10 feet (if placed on a new, Contractor-installed simple antenna mast, i.e., no new antenna tower structure is to be constructed) will be allowed atop such building roofs. Once a public facility is proposed by Contractor, County will provide the necessary coordination with the facility manager to gain permission for the emplacement of these master radio systems and antennas.

e. Contractor shall provide all of the necessary modem equipment and integration so that the master radios connect to the T1 services and so that the end-to-end communications are robust. Latency times shall be subject to County approval.

f. It is expected that, initially, two T1 circuits will need to be obtained by the County for the First 51 project area. At most locations, multiple master radios shall be collocated and jointly interfaced to a single leased T1 circuit. In such cases, the Contractor shall provide not only the T1 modem, but also the necessary multiplexers on both ends of the T1 circuit to break out separate serial communications channels.

g. County is planning to deploy a fiber optics communications system along Hawthorne Boulevard from Century Boulevard to Redondo Beach Boulevard. This fiber optics system will connect to the existing fiber optics system in the City of Inglewood, and will include branch lines to the City of Lawndale's City Hall (located at 14717 Burin Avenue, Lawndale, California 90260) and City of Hawthorne's City Hall (located at 4455 West 126th Street, Hawthorne, California 90250).

8. Construction

a. Leased T1 services have already been ordered and a master radio shall be located at Century Boulevard at Normandie Avenue. Contractor shall notify the County its intent to locate a master radio at either the City of Lawndale's City Hall (located at 14717 Burin Avenue, Lawndale, California 90260) or the City of Hawthorne's City Hall (located at 4455 West 126th Street, Hawthorne, California 90250) upon receipt of Notice-to-Proceed (NTP), at which time County will order leased T1 service at the specified location.

b. Contractor shall recommend to County each additional master radio location and its bandwidth requirement as soon as possible but no later than 21 days after Notice-To-Proceed (NTP) is given.

c. Upon County approval of the additional master radio locations and concurrence of the building owners, County shall place an order for leased T1 services for those locations.

d. The Proposer may also propose a substitute, alternative Contractor-provided backhaul communication linkage that would eliminate the use of leased T1 circuits. The County may consider such alternate backhaul if the resulting overall project cost to the County will be reduced as a result.

If such a substitute backhaul linkage is proposed, a detailed proposal supplement section entitled "Wireless Backhaul Proposal" shall be prepared and submitted with this Proposal. County may elect to use only County-leased T1 circuits for backhaul or a combination of T1 circuits and the proposed Contractor-provided substitute backhaul linkage. If provided, the supplement shall encompass at least the following: (1) a detailed description of the technology, (2) specific brand and model names of all equipment, (3) preliminary site survey and spectrum interference analysis, (4) construction practices, and (5) proposed cost.

If the substitute backhaul linkage subsequently proves to be unworkable for this deployment, then the Contractor will not be paid for this item, and the WCS must make use of County-provided leased T1 circuits.

9. Acceptance Test Plan

(Deliverable 4: Draft Acceptance Test Plan)
(Deliverable 7: Final Acceptance Test Plan)

Contractor shall provide a draft Acceptance Test Plan (ATP) to County within 21 days after NTP. County shall review the ATP and provide comments to the Contractor. Contractor shall incorporate comments into the ATP and provide a final ATP to County for approval.

D. Battery Backup Systems:

(Deliverable 2: Memo Detailing Remediation Efforts at Intersections with Battery Backup Systems)

Three of the intersections are currently equipped with battery backup systems that power the controller cabinets in the event of a power blackout. Contractor shall investigate and determine if the WCS elements can be added to the battery backup load without appreciable lowering of the battery backup time. If the time would be objectionably shortened (in the opinion of County), then Contractor shall increase the capacity of the battery backup systems or connect the WCS elements to a nonbattery backup power circuit. Contractor shall prepare and submit a memo reporting on the investigation and the recommended remediation, if needed. No additional payment will be made to Contractor for this investigation or remediation.

The following locations have battery backup systems:

- Century Boulevard at Normandie Avenue
- Imperial Highway at Normandie Avenue
- Imperial Highway at Western Avenue

E. Equipment Functional Requirements

1. Data Communications to Serve the Intersection Controllers: Requirements contained in this section are based on the necessary functions to be supplied by the WCS equipment. Proposed equipment having variances with the detailed specifications listed herein must provide equivalent functionality. The determination of equivalency of such nonconforming equipment rests solely with County.

2. Radio Units: It is believed that a WCS based on frequency-hopping spread spectrum radios operating in the unlicensed 900 MHz frequency band will be the optimal solution. However, radio systems operating in the 2.4 or 5.7 GHz frequency or other broadband wireless systems with substantially equivalent performance may be used. The radios should operate in a point-to-multipoint configuration in a connection setup whereby one master radio communicates with a number of remote/repeater radios.

3. Each master radio shall communicate with no fewer than four signalized intersections. The radios shall connect to the controllers' serial ports, so they provide not only wireless radio communications but also a serial communications modem functionality.

4. The controllers and KITS communications server both use RS 232 communications. If the WCS utilizes a native communications protocol other than RS 232 serial (such as IP protocol), then the data communications must be converted to RS 232 by the WCS or by equipment that Contractor supplies with the WCS. Integration of such converter equipment is the responsibility of Contractor.

5. The KITS communications server nominally communicates with field devices at either 9,600 or 19,200 baud; for this project, the intended rate will be 19,200 baud. At 9,600 baud, the KITS signal system can support continuous second-by-second communications with up to eight signalized intersections on each of its communications channels when using a very robust link having relatively little latency (such as interconnect cables of twisted-wire pair copper or fiber optic).

6. The WCS shall have a low enough total latency that at least four intersections can be accommodated on one communications channel for this once-per-second polling mode. Each master radio thus represents one KITS communications channel.

F. Minimum Technical Requirements

The minimum technical requirements illustrated below must meet or exceed standards and regulations as specified by, but not limited to: the Institute of Electrical and Electronic Engineers, Inc. (IEEE), National Institute of Standards and Technology (NIST), Department of Transportation (DOT) as well as any Federal, State, County, and city regulations that are required for compliance.

1. A 900 MHz WCS shall operate in the license-free Industrial, Scientific, and Medical (ISM) Frequency Band (902-928MHz), utilizing Frequency Hopping Spread Spectrum (FHSS) technology, and shall provide a

minimum 32-bit encryption. Using encryption will ensure that the data being transmitted is not occurring in clear text.

2. A 2.4 or 5.7 GHz WCS shall operate in the license-free ISM or U-NII Band, utilizing FHSS or Orthogonal Frequency Division Multiplexing (OFDM) technology, and shall provide a minimum 64-bit encryption. Using encryption will ensure that the data being transmitted is not occurring in clear text.

3. The WCS's radio units shall have selectable Operating modes:

   - Master
   - Remote
   - Repeater (including multiple repeater capability)

4. The WCS's radio units shall perform simultaneously both as a Remote and a Repeater with an active local COM port

5. The WCS's radio units shall have Radio Receiver Sensitivity of -110dBm @ 10^{-6} BER.

6. The WCS's radio units power output shall be:

   - User Selectable Transmit Power
   - Nominal Output Power – 30dBm (1Watt)
   - Selectable: 1mW to 1000mW (30dBm)

7. The WCS's radio units shall have Edge Connector Compatibility:

   a. Radio units shall be plug-in card format

   b. Radio units shall plug directly into and draw operating power from the existing 332 controller cabinet input file

   c. Radio units shall operate with voltages between 6.0 VDC and 30 VDC

8. The WCS's radio units shall be compatible with the existing traffic signal controllers for both RS232 and 2- or 4-Wire FSK communications

9. The WCS's radio units should not require an additional external modem for 2- or 4-Wire FSK communications

10. The WCS's radio units should not require an additional interface device to support serial communications

11. The WCS's radio units shall have the following Data Interfaces:

    - RS232 Asynchronous (DB9-F)
    - 2- or 4-Wire FSK, Bell 202 (RJ12)

12. The WCS's radio units shall operate at the following Baud Rates:

    - RS232: 9,600 bps to 115.2 Kbps (19,200 bps for this project)

13. The WCS's radio units shall have an operating temperature of -40C to +80C (-40 F to +176 F)

14. The WCS shall have an operating range of 20+ miles

15. A WCS using FHSS technology shall utilize 139 or more user-selectable channels, with 62 or more user-selectable hopping sequences

16. Identical make and models of the proposed WCS should have been successfully deployed, and in continuous operation for more than 12 months, in at least three traffic signal systems, each having at least 12 signalized intersections. Acceptability of the proposed WCS shall be at the sole discretion of the County.

17. Antennas:

    a. Antennas supplied for use with the radio units above shall be matched with the radio system, and as recommended by the radio equipment manufacturer. The antennas shall be clamped or bolted to a platform or mast that shall be securely banded to the side of the traffic signal pole at the highest available location. For installations away from a signalized intersection (i.e., public facility rooftop), antennas on new Contractor-installed masts shall be no taller than 10 feet.

    b. Antenna mountings shall be as recommended by the antenna manufacturer.

    c. Antenna cables shall have a drip loop between the antenna and the signal pole. The antenna cable's entry point to the facility rooftop or signal pole shall be tightly grommeted to prevent rain entry and to protect the cable from wear.

    d. Two different antenna types (Directional Yagi and Omnidirectional) will be required for this project. Following are minimum requirements for each antenna.

Omnidirectional Antenna, for use as a Point-to-Multipoint base station transceiver:

- Gain: 6 dB
- Length: 65"
- Vertical Beam Width: 17"
- Weight: 6 lbs.
- Termination: Recessed Type "N" Female Connector
- Impedance: 50 ohms
- VSWR: 1.5:1
- Max. Power: 200 watts
- Frequency: 902-928 MHz
- Mounting Sleeve: Heavy Wall Gold Anodized Aluminum
- Radiator: Precision Copper Clad Elements sealed in White Ultraviolet inhibiting Fiberglass Radome
- Wind Survival: 125 MPH
- Polarization: Vertical

Directional Yagi Antenna, for use as a directional Point-to-Point Remote Transceiver:

- Frequency Range: 902-928 MHz
- Nominal Gain: 8.5 dBd (10.5dBi)
- Bandwidth VSWR 1.5: 90 MHz
- Front to Back Ratio: 18 dB
- Horizontal Beamwidth (at half power points): 50 deg
- Vertical Beamwidth (at half power points): 45 deg
- Power Rating: 200 Watts
- Lightening Protection: DC Ground
- Termination: N Female
- Height: 24" (612 mm)
- Width @896 MHz: 6.4" (163 mm)
- Rated Wind Velocity: 150 mph (241 kph)
- Rated Wind Velocity (with .5 inch radial ice): 125 mph (201 kph)
- Lateral thrust @ 100 mph Wind Velocity: 38 lbs. (17 Grams)
- Projected Area (flat plane equivalent): 0.26 ftsq. (0.024 msq)

- Number of Elements: 6
- Allows for Vertical or Horizontal polarization
- Bidirectional installation, where required for repeater functionality, shall be two such Yagi antennas mounted on the same mast, with antenna connections to each from an antenna cable "T" or splitter connector.

18. Communications Cable: The communications cable supplied to connect the radio units with the above antennas shall be high-quality, outdoor-rated, low loss, coaxial RF cable as recommended by the radio equipment manufacturer. Acceptability of the communications cable shall be at the sole discretion of the County. The following are minimum requirements:

- Inner conductor: Solid bonded copper clad aluminum
- Dielectric: Foam polyethylene
- Outer conductor: Aluminum tape
- Overall braid: Tinned copper
- Jacket: Black polyethylene
- Water-blocking material within braid
- Unbroken cable from antenna to radio
- End connectors, matched to coax cable model, are installed per cable manufacturer's recommended installation procedures.

19. Cable Installation: At public facilities, Contractor may be required to install the communications cable between the rooftop antenna and the T1 demarcation at the facility's closest telephone service room as specified by the public agency. All communications cables installed inside of the facility must be installed per the public agency's requirements. At intersections, Contractor shall install the communications cable in existing, partially-full conduits between the controller cabinet and the closest traffic signal mast arm pole. Overpulling by using a fishtape is the expected installation procedure. Contractor shall identify the conduit routing for this communications cable and shall determine if the existing contents of each conduit run will allow for insertion of the communications cable without violating NEMA conduit fill ratios. If the resulting fill ratio does exceed the threshold, Contractor shall consult with County Project Manager on whether the overpull operation should be attempted or a remove-and-repull-all procedure shall be employed. Contractor shall not be responsible for installing new or replacing cables or wiring in such repulls. Where any repull procedures are to be employed, Contractor shall perform all such work and will coordinate with County Project Manager on scheduling of this work.

20. Construction Permits: Contractors work within public rights of way requires construction permits to be issued by the local governing entity for each location (such as LADPW, Caltrans, and the Cities of El Segundo, Hawthorne, Manhattan Beach, Lawndale, or Gardena). Such permits will require submittal of an appropriate work zone traffic control plan.

21. Lightning Protection: Each antenna field installation shall include lightning protection equipment as recommended by the radio equipment manufacturer. Acceptability of the lightning protection system shall be at the sole discretion of the County. Following are minimum requirements:

- Model: Polyphaser Lightning Protection # IS-B50LN-C2
- Surge: 50kA IEC 1000-4-5 8/20µs waveform 500 Joules
- Turn-on: 600 VDC ±20% 2.5 ns for 2kV / ns
- Insertion Loss: ≤0.1 dB over frequency range
- Temperature: -45° C to +85°C Storage/Operating +50°C
- Vibration: 1G up to 100Hz
- Utilizes UL497B listed gas tube
- Throughput energy: ≤200 µJ (N Connector Bulkhead)
- Frequency Range: 125 MHz to 1000 MHz
- Max Power: VHF 375W, UHF (low) 250W, 800MHz to 1GHz,125W
- Multistrike capability
- Low strike throughput energy
- Flange mount and bulkhead mount options
- Aluminum enclosure
- 18-8 stainless steel hardware
- UHF nickel shell silver center, TFE
- N silver shell and gold center pin

22. Communications to Serve the Four CCTV Cameras: Requirements contained in this section are based on the necessary functions to be supplied by the WCS equipment. Proposed equipment having variances with the detailed specifications listed herein must provide equivalent functionality. The determination of equivalency of such nonconforming equipment rests solely with County.

a. The CCTV camera systems will be deployed by the County under a separate contract and will include all necessary software and interface equipment to control and monitor the camera function and all digitizer CODECs. The data transmission for these cameras will

be the MPEG-4 compressed streaming video ISO/IEC standard 14496.

b. The WCS shall achieve the required connectivity and throughput. Radio units shall utilize only unlicensed frequencies.

c. Radio equipment for this portion of the WCS shall have the following minimum characteristics:

- Fixed, point-to-point communications
- Effective data throughput rate of not less than 512Kbps
- Operating range of 6+ miles with clear line-of-sight
- Operating temperature of at least -40C to +80C (-40 F to +176 F)
- Antenna is the brand/model recommended by the radio manufacturer or equivalent
- Any array antenna required to be no larger than 16 inches in diameter
- Any omnidirectional or Yagi antenna to have a mast no longer than 24 inches
- Nominal antenna mounting at/near top of existing traffic signal pole requiring no new antenna towers to achieve adequate results

d. CCTV Camera Communications Protocol: County-supplied camera systems will be identified later. They will be capable of IP-based communications to the pan-tilt-zoom (PTZ) controller using a variety of protocols including AXIS, Javelin, Kalatel, Pelco, Philips/Bosch, Ultrak, Vicon, and NTCIP. The Proposer's WCS to serve CCTVs shall utilize one of these protocols.

e. TMC Facility Connection: The remote monitoring and control of these CCTV cameras shall be at the County's TMC facility using manufacturer's interface software. Throughput of this part of the WCS shall be sufficient to allow for full-motion video (equivalent to at least 25 frames per second) to be received from all four CCTV cameras simultaneously while also sending PTZ commands to the CCTV cameras.

G. Call Before You Dig

No ground excavation is anticipated for this project. All cable-pulling is intended to be through existing traffic signal conduits, and the required radio units are intended to be powered from and installed into available space within existing traffic signal controller cabinets. However, in the event that any excavation

needs to occur, it is the Contractor's sole obligation and responsibility to first contact the Underground Service Alert clearinghouse for Southern California ("DigAlert", 1-800-227-2600, www.digalert.org) as required by state law, at least two full working days in advance of such excavation, so that underground utility lines in the vicinity can be located, identified, and marked.

H. Terrain

Since the intended SS or wireless broadband WCS is likely to be dependent on fairly clear line-of-sight between radio units' antennas, 5-foot-contour shaded relief topographic maps of the two deployment areas shall be furnished by Public Works. If the Proposer determines that more detailed site survey mapping is needed, it is the Proposer's sole responsibility to obtain such information and materials; no reimbursement will be made for such Proposer expense. Small versions of those maps are shown in Figure 2 and Figure 3, and both are also available for download, viewing, and printing in 11"x17" size at the following Internet URL address: ftp://dpwftp.co.la.ca.us/solicitationdocuments.

Figure 2: Shaded Relief Map – Westerly 28 Locations

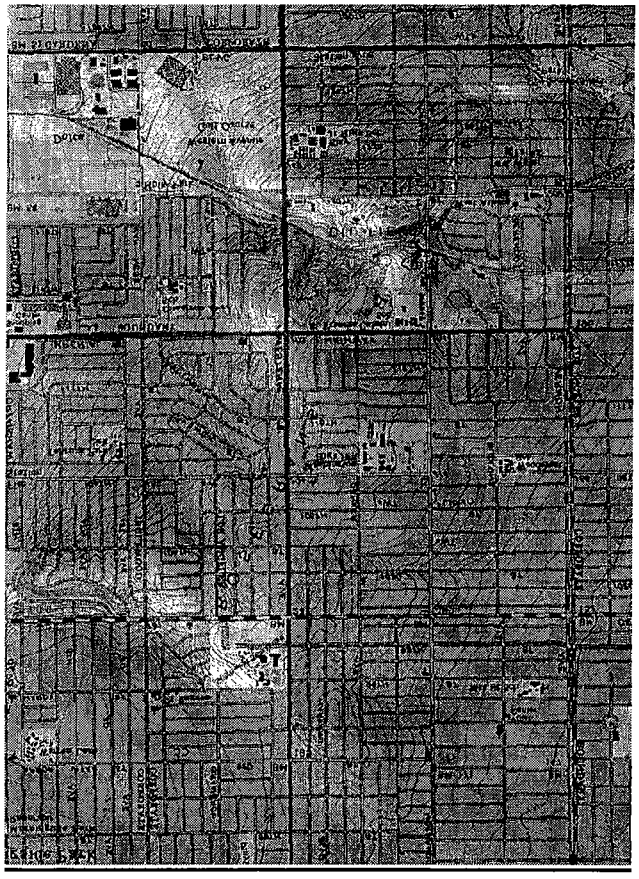
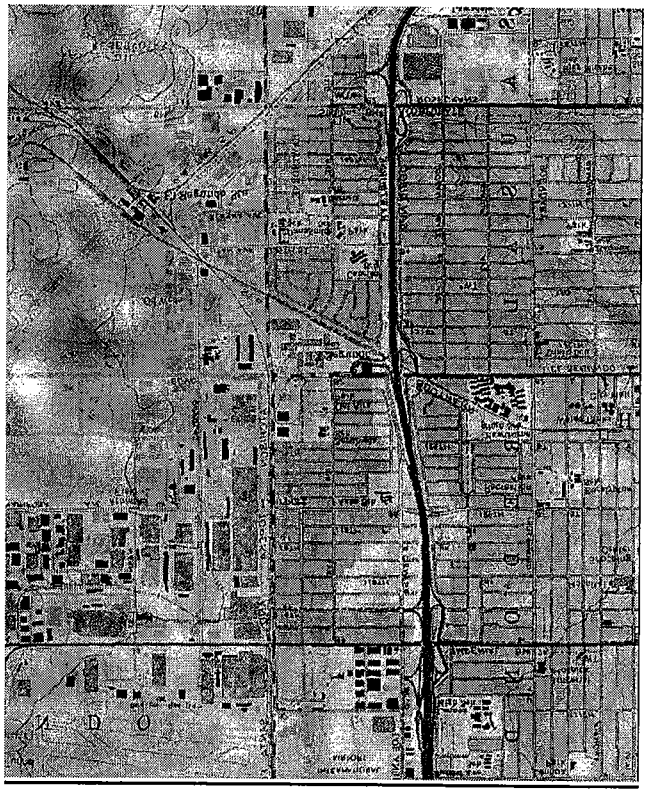


Figure 3: Shaded Relief Map – Easterly 23 locations



I. Schedule for Deployment

Contractor shall first concentrate on achieving communications with the 51 intersections. Time is of the essence in completing the WCS so that the 51 intersections are brought on-line with the KITS signal system without unnecessary delay. Contractor shall commence work on this portion of the WCS within 7 calendar days after receipt of NTP. Deployment of the WCS at the 51 intersections will be completed based on the following schedule:

- Completion of the WCS for 16 intersections within 40 days after NTP
- Completion of the WCS for 20 intersections within 60 days after NTP
- Completion of the WCS for 15 intersections within 80 days after NTP

Contractor shall subsequently concentrate on achieving communications with the CCTV camera locations that will be constructed by others.

- Completion of the WCS for 4 CCTV cameras within 60 days after County provides notice to Contractor that construction of the CCTV cameras is completed.

J. Proof of Concept Demonstration

(Deliverable 5: Proof-of-Concept Demonstrations)

1. Prior to deploying the complete WCS in the field, the Contractor shall furnish Proof-of-Concept Demonstrations of the WCS. All elements are to be supplied by the Contractor except where otherwise noted. Successful completion of the Proof-of-Concept Demonstrations is a requirement of the project. Contractor is advised to undertake preparations for, consult with the County, and schedule the demonstrations as soon as practical after NTP.

2. The demonstration shall use the County's leased T1 service between the TMC and the Century Boulevard/Normandie Avenue intersection as detailed below. The system shall successfully provide the data transmission between the field equipment (traffic signal controller) and the TMC.

3. The individual communication elements and linkages for this "KITS to signal controllers" test include the following:

a. KITS Communication server in the TMC (all items in section 3.a, will be provided by County):

- Server will be equipped with Digi AccelePort Xem Universal 32-port serial port extender card/device having RJ-45 jacks
- Connection from Digi serial ports to T1 interface
- T1 modem
- Cable connecting T1 modem to T1 terminal

b. T1 service (demarcation to demarcation):

- TMC to Century/Normandie
- Demarcation to controller cabinet terminal block

c. Century/Normandie controller cabinet:

- Cable connecting T1 terminal block to T1 modem
- T1 modem
- Cable connecting T1 modem to master radio
- Master radio
- Cable connecting master radio to Type 170 controller communication port, if appropriate to system layout
- Minimum 80 feet of cable connecting master radio to antenna (low temporary mounting is acceptable to County)

d. Master radio to remote signalized intersection 1 (e.g., Normandie at 104th):

- Minimum 80 feet of cable connecting antenna to slave radio (low temporary mounting is acceptable to County)
- Slave radio
- Cable connecting slave radio to Type 170 controller communication port

e. Master radio to remote signalized intersection 2 (e.g., Normandie at Imperial):

- Minimum 80 feet of cable connecting antenna to slave radio (low temporary mounting is acceptable to County)
- Slave radio
- Cable connecting slave radio to Type 170 controller communication port

4. If the Contractor's WCS topology for KITS-to-controllers includes any use of slave radios as repeater radios, then the demonstration shall also utilize that topology, such that the master radio communicates with intersection 2 through the slave/repeater radio at intersection 1. Intersection 2 shall be located at the maximum planned spatial separation from the master radio for this group so as to demonstrate effectiveness at longest planned wireless hop.

5. The demonstration shall also be designed to produce measurable evidence of the amount of latency time accrued in the WCS-provided linkage, so as to provide proof that at least four signalized intersections can be polled each second within a single KITS communication channel.

6. Immediately after successful conclusion of the Proof-of-Concept Demonstration for the KITS-to-controller(s) wireless communication, the Contractor shall conduct an additional demonstration to show that the proposed WCS will also satisfactorily service the CCTV function. County will provide a temporarily mounted CCTV camera at a field location to be jointly agreed upon, and Contractor must demonstrate that the proposed communication system is capable of simultaneously carrying live CCTV images from the camera to the County TMC and PTZ control commands from the TMC to the CCTV camera. The image quality, latency of images, and latency of PTZ response must be satisfactory to County for the demonstration to be successfully concluded.

K. Acceptance Testing

(Deliverable 6: Deployment and Acceptance of WCS for 16 Intersections)
(Deliverable 8: Deployment and Acceptance of WCS for 20 Intersections)
(Deliverable 9: Deployment and Acceptance of WCS for 15 Intersections)
(Deliverable 10: Deployment and Acceptance of WCS for 4 CCTV Cameras)
(Deliverable 11: Deployment and Acceptance of WCS for 51 Intersections and 4 CCTV Cameras)
(Deliverable 15: Training for County Staff on Operation of Diagnostic Software)

1. Following completion of the field work, the Contractor shall conduct systems acceptance testing per the final ATP. County staff and/or its designated consultant shall be in attendance for all systems acceptance testing. Contractor shall complete acceptance testing for each deployment stage of the WCS as indicated in the Schedule for Deployment as well as acceptance testing of the WCS for all 51 intersections and 4 CCTV cameras.

2. In order to be considered an adequate ATP, a diagnostic software system shall be included that will continuously monitor the operational health of the WCS and pinpoint any communication failures that occur, which partially or wholly disrupt the effective throughput of the communication system. This diagnostic software system shall be vendor-supplied, off-the-shelf, and an integral element of the WCS to remain in place after system acceptance. Upon completion of the acceptance testing, the Contractor shall train County staff on the operation and most effective use of this diagnostic system so as to allow for ready identification of WCS problems that need to be corrected.

L. Record Documentation

(Deliverable 16: As-Built Record Documentation)

1. During deployment of the WCS, the Contractor shall gather "as-built" information about the various components and elements of the WCS and shall supply the aggregate information to the County after completion of all acceptance testing. Such documentation shall include, but not be limited to, the following:

   a. For each of the 51 controller locations and 4 CCTV locations (individually):

      - Equipment brand, model, and serial numbers for each electronically-active element
      - Listing of installed nonelectronically-active peripheral equipment (e.g., cabling, housings, mounts, racks, antennas, etc.)
      - Digital photographs (1 megapixel minimum quality) of the in-cabinet installation, mounted antenna installation and CCTV camera mounting (compile all on a CD-ROM in separate folders for each location)

   b. One package of three sets of catalog cut sheets and detailed technical specifications for each such active model supplied anywhere in the project, along with the manufacturer's maintenance, troubleshooting, and/or repair manuals (when available) for all supplied components.

   RF Spectrum testing results performed at each master radio identifying the following for each master-to-slave radio pair (handwritten inked entries onto pre-prepared data collection forms will be sufficient to satisfy this recording requirement):

- Signal strength (dBm)
- Fade margin (dB)
- Signal-to-noise ratio
- Data integrity (polling test)
- Complete frequency spectrum scan (to identify spectrum segments with objectionable "noise" indicating potential conflicting radio traffic that were mitigated)

M. Warranties and Equipment

(Deliverable 12: Two Site Survey Kits and Training)
(Deliverable 13: Spare Parts)
(Deliverable 14: Contractors' and Extended Manufacturers' Warranties)

1. Site Survey Kit: The Contractor shall supply and train County personnel in the use of, two predeployment site survey kits for determining optimum radio paths and radio path signal strengths.

   The battery operated kits shall be assembled into ruggedized cases for ease of portability and protection of kit components. The following are minimum requirements:

   - Radios: 1 Host radio, 1 Remote Radio
   - Antennas: 2 Yagi, 1 Omni
   - Chargers: AC charger, and DC charging cable
   - Case: Weatherproof
   - Testing frequencies:
     - FHSS: Both 900 MHz and 2.4 GHz (full FHSS spectrum);
     - OFDM: 2.4 GHz or 5.7 GHz

   The survey kits shall produce the following test results:

   - Signal strength (dBm)
   - Fade margin (dB)
   - Signal-to-noise ratio
   - Data integrity (polling test)
   - Complete frequency spectrum scan (to identify spectrum segments with objectionable "noise" indicating potential conflicting radio traffic that must be mitigated)

   The survey kits shall include comprehensive user-friendly, Microsoft Windows® compatible software, which features the following capabilities and features to aid in the setup and programming of the WCS:

   - Systemwide remote programming
   - Radio timing drivers for all major traffic controllers

- Received signal strength indicator testing
- Built-in graphical spectrum analyzer
- Data polling-integrity testing

2. Spare Parts: Contractor shall provide spare parts to be retained by the County for County's own initial troubleshooting and minor repair of system equipment and component parts after the warranty period. Contractor shall supply a minimum of one spare unit for each model of all equipment installed (radios, antennas, modems, etc.). If the Contractor is installing more than 20 of any one equipment model, then 5 percent of that model's quantity (rounded up) shall be provided as spares. Such spares shall be considered an integral part of the initial system's lump-sum deployment and shall become the County's property when provided; no additional payment will be made.

3. Warranties: Contractor shall provide a complete end-to-end warranty coverage for all equipment installed in the project such that the intended communications linkages are provided. The warranty shall be for a minimum of two years, and shall cover all costs for both Contractor labor and parts/equipment/materials. Extended manufacturers' equipment warranties shall be provided for all project components that are covered by any original manufacturer's warranty that is longer than two years.

   Contractor shall respond to a call for warranty maintenance service within three business days with remediation in the form of telephone support and diagnosis, replacement parts shipment, and/or remote intervention. If the Contractor's initial warranty response does not restore proper operation, an on-site service call is required, and it shall be scheduled to occur within seven calendar days of receiving the initial call for warranty maintenance.

N. <u>System Expansion Opportunity</u>

1. At any time following NTP for deployment of the WCS, County may choose to negotiate an extension of Contractor's work for continued, similar WCS deployment at additional signalized intersections and CCTV camera sites within Los Angeles County.

2. The system expansion would be based on the identical equipment, system topology, and installation strategies of Contractor's First 51 project deployment

3. The system expansion will be no fewer than 50 additional intersections and may include up to 1,000 intersections and 50 planned CCTV camera locations.

4. County will take into account the performance of Contractor and the deployed WCS in this project when considering whether to initiate a negotiated system expansion.

5. County reserves the right to negotiate a contract extension with the Contractor at different terms from the First 51 project.

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EXHIBIT B.1
LADPW FACILITIES AVAILABLE AS MASTER RADIO LOCATIONS

FACILITY	ADDRESS	CITY	ZIP
LAWNDALE OFFICE - BUILDING & SAFETY DIVISION	14717 S BURIN AV	LAWNDALE	90260
MANHATTAN BEACH PUMPING PLANT - FLOOD MAINTENANCE DIVISION	1611 MANHATTAN BEACH BL	MANHATTAN BEACH	90266
EL SEGUNDO YARD - FLOOD MAINTENANCE DIVISION	2155 EL SEGUNDO BL	EL SEGUNDO	90245
ROAD DIVISION 232/432 - ROAD MAINTENANCE DISTRICT NO. 3	4055 W MARINE AV	LAWNDALE	90260

EXHIBIT C

SCHEDULE OF DELIVERABLES AND PAYMENTS

County will withhold 10 percent of each progress payment and release these retention funds as the final project payment upon acceptance of all Deliverables. No progress payment will be made until acceptance of each Deliverable scheduled for that date. It is likely that payment for Deliverable No. 10 will follow all other payments, because of scheduling of the CCTV installations.

	Deliverable	Completion Date (days from NTP)	Progress payment (percent of total contract amount)
1	Final network layout (Section C)	14	5
2	Memo detailing remediation efforts at intersections with battery backup systems (Section D)	14	
3	Listing of master radio locations (Section C)	21	5
4	Draft Acceptance Testing Plan (Section C)	21	
5	Proof-of-Concept Demonstrations (Section J)	28	10
6	Deployment and acceptance of the WCS for 16 intersections (Section K)	40	10
7	Final Acceptance Testing Plan (Section C)	40	
8	Deployment and acceptance of the WCS for 20 intersections (Section K)	60	10
9	Deployment and acceptance of the WCS for 15 intersections (Section K)	80	20
10	Deployment and acceptance of the WCS for 4 CCTV cameras (Section K)	60 after notice of CCTV completion	20
11	Acceptance of the WCS for all 51 intersections and 4 CCTV cameras (Section K) *	60 after notice of CCTV completion	20
12	Two Site Survey Kits and Training (Section M)	60 after notice of CCTV completion	
13	Spare Parts (Section M)	60 after notice of CCTV completion	
14	Contractors' and Extended Manufacturers' Warranties (Section N)	60 after notice of CCTV completion	
15	Diagnostic software training for County staff (Section K)	60 after notice of CCTV completion	
16	As-built record documentation (Section L) **	60 after notice of CCTV completion	Release of the 10 percent accumulated retention

* Go-Live
** Final Acceptance

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY & ASSIGNMENT OF RIGHTS

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles, and, if so, you may have access to confidential data and information. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

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

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

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

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

I expressly approve any and all modifications, uses, publications, and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications

or exploitations will or may cause harm to my honor or reputation or will be deemed to constitute a distortion or mutilation of the Works.

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

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

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

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

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

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

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being

required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

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

Signed: _____ Dated: _____/_____/___

Printed: _____

Position: _____

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EXHIBIT G

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Name and Address)	TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	CONTRACT NUMBER
	TITLE

FROM:	TO:
_____ [Contractor] Project Director (Signature Required)	_____ County Project Director Department of Public Works

[Contractor] hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. [Contractor] further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)

Comments:

Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

County Acceptance:

NAME _____ SIGNATURE _____ DATE _____
County Project Director

Distribution:
Original – Financial Services Copy 1 - Contractor Copy 2 - County Project Manager Copy 3 - DPW Master Contract File

EXHIBIT H

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

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

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

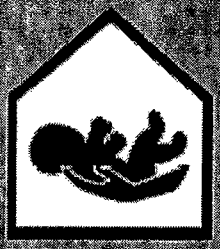
Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

EXHIBIT I.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 6 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está acogida por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ENCLOSURE B

Bid Detail Information

Bid Number : PW-ASD 262
Bid Title : Wireless Communications System for the Traffic Management System
Bid Type : Service
Department : Public Works
Commodity : INTERNET SERVICES-INFORMATION HIGHWAY ELECTRONIC SERVICES
Open Date : 11/14/2005
Closing Date : 11/28/2005 5:30 PM
Bid Amount : $ 500,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that the County of Los Angeles, through its Department of Public Works, requests proposals for a contract for Wireless Communications System for the Traffic Management System. The total cost of this service is estimated to be $500,000. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, possession of either a Class C-10 Electrical Contractor license or a Class A General Contractor license issued by the State of California and specifically authorizing the Proposer to conduct field construction activities for traffic signalization or data communications infrastructure. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Mr. Scott Smith at (626) 458-4055, Monday through Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Monday, November 21 , 2005, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Monday, November 28 , 2005, at 5:30 p.m. Please direct your questions to Mr. Smith at the number above.

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

Contact Name : Scott Smith
Contact Phone# : (626) 458-4055
Contact Email : scsmith@ladpw.org
Last Changed On : 11/15/2005 12:04:53 PM

Back to Last Window

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

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

FIRM NAME: Systems Analysis & Integration, Inc., dba Systems Integrated
My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners):	27					
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					2	
Hispanic/Latino		1			2	
Asian or Pacific Islander			1		2	1
American Indian						
Filipino					1	
White			3	1	10	3

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	%	100 %	%	%	%	%

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
CAL TRANS (CT 020573)	X	X			2/1/06

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

Authorized Signature:	Title:	Date:
Susan Corrales-Diaz	President	12/7/05

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

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

FIRM NAME: Crosstown Electrical & Data Inc
My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.** We have submitted for application
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 13					

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					4	
Asian or Pacific Islander					2	
American Indian						
Filipino						
White	1		2	2	2	

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
Ronald P Lamarca	President	12-12-05

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

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

FIRM NAME: TEAM ECONOLITE
My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ 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			See attached			
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	President	12/12/2005

12/12/2005 02:00:13 pm

EEOC Report

EEO Occupation Code: Officer/Manager

Ethnic Code	Total	Females	%	Males	%	Minority	%	Non Minority	%
White	38	11	28.9	27	71.1	0	0.0	38	100.0
Asian/Pacific Islander	2	0	0.0	2	100.0	2	100.0	0	0.0
Hispanic	5	1	20.0	4	80.0	5	100.0	0	0.0
Totals:	45	12	26.7	33	73.3	7	15.6	38	84.4

EEO Occupation Code: Professional

White	31	8	25.8	23	74.2	0	0.0	31	100.0
American Indian/Alaskan Na	1	0	0.0	1	100.0	1	100.0	0	0.0
Black	2	0	0.0	2	100.0	2	100.0	0	0.0
Hispanic	4	1	25.0	3	75.0	4	100.0	0	0.0
Asian/Pacific Islander	7	0	0.0	7	100.0	7	100.0	0	0.0
Totals:	45	9	20.0	36	80.0	14	31.1	31	68.9

EEO Occupation Code: Technician

White	20	1	5.0	19	95.0	0	0.0	20	100.0
Black	2	0	0.0	2	100.0	2	100.0	0	0.0
Asian/Pacific Islander	15	1	6.7	14	93.3	15	100.0	0	0.0
Hispanic	18	1	5.6	17	94.4	18	100.0	0	0.0
Totals:	55	3	5.5	52	94.5	35	63.6	20	36.4

EEO Occupation Code: Sales worker

White	18	3	16.7	15	83.3	0	0.0	18	100.0
Hispanic	2	0	0.0	2	100.0	2	100.0	0	0.0
Totals:	20	3	15.0	17	85.0	2	10.0	18	90.0

EEO Occupation Code: Office/Clerical

White	23	18	78.3	5	21.7	0	0.0	23	100.0
Black	2	1	50.0	1	50.0	2	100.0	0	0.0
Asian/Pacific Islander	2	1	50.0	1	50.0	2	100.0	0	0.0
Hispanic	3	2	66.7	1	33.3	3	100.0	0	0.0
Totals:	30	22	73.3	8	26.7	7	23.3	23	76.7

EEO Occupation Code: Craftsman

White	2	0	0.0	2	100.0	0	0.0	2	100.0
Hispanic	1	0	0.0	1	100.0	1	100.0	0	0.0
Asian/Pacific Islander	1	0	0.0	1	100.0	1	100.0	0	0.0

12/12/2005 02:00:13 pm

EEOC Report

EEO Occupation Code: Operative

Ethnic Code	Total	Females	%	Males	%	Minority	%	Non Minority	%
White	4	2	50.0	2	50.0	0	0.0	4	100.0
Black	1	1	100.0	0	0.0	1	100.0	0	0.0
Asian/Pacific Islander	4	2	50.0	2	50.0	4	100.0	0	0.0
Hispanic	22	9	40.9	13	59.1	22	100.0	0	0.0
Totals:	31	14	45.2	17	54.8	27	87.1	4	12.9

EEO Occupation Code: Laborer

Black	2	0	0.0	2	100.0	2	100.0	0	0.0
Hispanic	5	0	0.0	5	100.0	5	100.0	0	0.0
Totals:	7	0	0.0	7	100.0	7	100.0	0	0.0
Grand Totals:	237	63	26.6	174	73.4	101	42.6	136	57.4