COMMUNITY DEVELOPMENT COMMISSION
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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

1-D October 17, 2017

LORI GLASGOW
EXECUTIVE OFFICER

October 17, 2017

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVAL TO PURCHASE PROJECT TRACKING SOFTWARE SYSTEM AND SUPPORT SERVICES FROM HKA GLOBAL, INC.
(ALL DISTRICTS) (3 VOTES)

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

SUBJECT

This letter is requesting approval of a Contract with HKA Global, Inc. (HKA), to implement PMWeb, a Construction and Project Tracking Software and Database System, for the Community Development Commission (Commission).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Director, or designee, to execute, and if necessary, terminate for convenience, a Contract and all related documents with HKA for purchase of a software system, associated implementation services, software license and maintenance services for a Project Tracking Software and Database System, in the amount of $1,188,350 included in the Commission's approved Fiscal Year (FY) 2017-2018 budget for this purpose.

2. Authorize the Executive Director, or designee, to execute four (4) one-year contract extensions through FY 2021-2022, effective upon amendment execution, with funding at a total software maintenance cost of $269,000 for years two through five, and subject to review and approval as to form by County Counsel.

3. Authorize the Executive Director, or designee, to approve and execute amendments pursuant to the Contract provisions; and/or provide an increase or decrease in funding up to $145,735, a 10 percent contingency, using the same source of funds for unforeseen costs as needed; the total maximum Contract sum for all five years plus the 10 percent contingency is $1,603,085, subject to review and approval as to form by County Counsel.

4. Find that the proposed Contract with HKA is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to purchase a software system with associated implementation services, software license and maintenance services from HKA for the Commission's Construction Management Unit Project Tracking Software and Database System. PMWeb and MyLCM will replace the Commission's legacy software that is no longer supported. The PMWeb and MyLCM system will reduce the level of IT support needed while providing agency staff with greater opportunities for improvement, and timelier service for clients.

FISCAL IMPACT/FINANCING

There is no impact to the County General Fund. The Commission will be using Program Funds to pay for these services. Funding is included in the Commission's approved FY 2017-2018 Budget, and will be included in future fiscal years' budgets as needed. A 10 percent contingency is requested for unforeseen additional services as needed. The total Contract sum for all five years and the ten percent contingency is $1,603,085.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Contract contains all latest applicable Board mandated provisions, including those pertaining to consideration of hiring qualified Commission employees targeted for layoffs, contractor responsibility and debarment, Safely Surrendered Baby Law, the provisions of Paid Jury Service time for HKA's employees, and County of Los Angeles' Zero Tolerance Human Trafficking.

As a result of the negotiations, the parties agreed to the following deviations from the Commission standard or preferred agreement provisions, and the Commission and HKA have agreed to revisions to the standard Commission provisions, and with the consent from the Commission Risk Management division:

- Invoices and Payments
- Assignment and Delegation
- General Provisions for All Insurance Coverage
- Warranty Against Contingent Fees
- License

The HKA Contract has been reviewed and approved as to form by County Counsel, as well as the Commission's Procurement and Risk Management Departments. It has been determined that the Contract complies with all applicable laws, statutes, rules, regulations, and order of the United States and the State of California.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached.

ENVIRONMENTAL DOCUMENTATION

Computer software purchases are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378(b)(4), because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On April 11, 2016, the Commission issued a Request for Proposal (RFP), Solicitation number CDC16 -062, to identify a vendor to provide Project Tracking Software and Database Services.

On May 16, 2016, two proposals were received. The proposals were evaluated by a five-member evaluation committee for further review. The evaluation criteria consisted of qualifications (background, experience, references, etc.), approach to providing the services, GAIN/GROW compliance, and costs. HKA Global, Inc. is being recommended for Contract award based on the evaluation criteria set forth in the RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The purchase of these services from HKA Global, Inc. will provide the Commission with software license, support, and the ability to update services as necessary.

Respectfully submitted,

Reviewed by:

MONIQUE KING-VIEHLAND
Deputy Executive Director

PETER LOO
Acting Chief Information Officer

MKV:MF:mr

Enclosures

PETER LOO
ACTING CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:	DATE:
CA 17-17	10/3/2017

SUBJECT:

APPROVAL TO PURCHASE PROJECT TRACKING SOFTWARE SYSTEM AND SUPPORT SERVICES FROM HKA GLOBAL, INC.

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☐ Sole Source
☐ Amendment to Contract #: ☐ Other:

CONTRACT COMPONENTS:

☒ Software ☐ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Scott Stevenson, Director, Community Development Division

Description: The Community Development Commission (Commission or CDC) is seeking approval to execute a Contract with HKA Global, Inc. (HKA) to implement a new, on-premise software and database system to track the Commission's construction projects, replacing obsolete legacy systems. The Contract also provides for software licenses and maintenance services for a term of up to a total of five years and includes 10 percent contingency for unforeseen costs.

Contract Amount: $1,603,085

Funding Source: U.S. Dept. of Housing & Urban Development Program Funds

☐ Legislative or Regulatory Mandate ☒ Subvened/Grant Funded: U.S. HUD

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:

The Commission's Project Tracking Software and Database (PTSD) system implementation and migration project has the following goals:

A. Implement PTSD, a new, on-premise system and database implemented by the Contractor to support construction project management functions at CDC's Construction Management Unit (CMU).

B. Migrate the legacy Tracker system, an obsolete and unsupported custom-developed, on-premise system and database, and incorporate functionality to the Residential Sound Insulation Database, another legacy CDC system.

C. Implement additional functionality and user interface improvements, and remove functionality no longer needed, compared to the legacy Tracker system and database.

D. Integrate PTSD with the Commission's Enterprise Resource Planning (ERP) system and Document Management System (DMS).

E. Subscribe to MyLCM, a labor and wage compliance Software-as-a-Service (SaaS) service, to ensure CMU's projects comply with applicable laws, regulations, and agreements.

F. Acquire the necessary PTSD software licensing, technical support, and maintenance support.

BUSINESS DRIVERS:

CDC's CMU tracks up to 65 construction projects and up to $100M in project value annually. The software vendor that developed and maintained their legacy Tracker system is no longer in business and does not support the software. The Commission believes that the risk of the system failing or exposing CDC to information security risks requires the replacement of the system with the entirely new PTSD system. This new system will contain functionality of some of Tracker's modules, exclude others, integrate with the Commission's ERP and DMS, and incorporate the functionality of the obsolete Residential Sound Insulation Database.

CDC also requires improvements to the functionality of PTSD system, including user-friendly screens, electronic service requests, electronic bidding, among other enhancements. The Commission requires the services of a Contractor to map current business processes and future system enhancements. The Contractor must assist the Commission in migrating the existing Tracker database to the new system. The CMU must comply with applicable wage, preference, and labor laws and regulations in its construction projects, and it needs to acquire a system for tracking and compliance. Finally, the Contractor must provide maintenance and support services and software licensing for the initial term and optional Contract extension periods.

PROJECT ORGANIZATION:

The Executive Sponsor is the Director of CDC's Community Development Division, Scott Stevenson. The Project Director is CDC's Chief Information Officer, Douglas Van Gelder. The Contractor's performance will be managed by CDC Application Development Lead, Steve Lo. The Contractor work will adhere to the terms and conditions of the Contract and the Statement of Work (SOW).

PERFORMANCE METRICS:

The Contractor's work will be monitored, validated, and accepted according to the deliverables and acceptance criteria that are detailed in the Contract and SOW. The SOW includes requirements for the Contractor to establish and utilize a Quality Control Plan and for the Commission to evaluate the Contractor's performance through a Quality Assurance Plan at least once annually.

STRATEGIC AND BUSINESS ALIGNMENT:

CDC does not indicate this contract's alignment to the County's 2016-2021 Strategic Plan. The Office of the Chief Information Officer notes that since this PTSD directly supports CDC's Construction Management Unit's operations, it likely supports Strategic Plan Strategy I.1.5 (Increase Affordable Housing Throughout L.A. County), Strategy I.2.1 (Provide Subsidized Housing for Vulnerable Populations), and Strategy III.2.3 (Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency).

PROJECT APPROACH:

The Contract SOW details the tasks and deliverables for the implementation of the PTSD system, estimated to be completed by the end of the Fiscal Year 2017-2018. The high-level tasks include: Project Planning, Project Management, Business Process Review, Solution Setup, Solution Tests, Data Migration, User Acceptance Test, Solution Training and Documentation, Solution Implementation, Maintenance and Support, Post-Implementation Services, and the provision of the MyLCM SaaS solution.

ALTERNATIVES ANALYZED:

The existing Tracker system was custom-developed and is no longer supported. Therefore, the Commission issued an RFP in order to identify an appropriate replacement system. In its RFP CDC16-062, CDC solicited both On-Premise Solutions and Fully Managed Solutions. Proposers with both solutions were invited to submit separate proposals, each evaluated separately.

The Commission received a total of two proposals (on premise and fully managed), both from HKA, and is recommending HKA for the Contract award based on its On-Premise Solution proposal being the highest scoring proposal per the evaluation criteria in RFP CDC16-062.

Technical Analysis

ANALYSIS OF PROPOSED IT SOLUTION:

HKA's PTSD software solution, PMWeb, is a leading construction-industry specific project management solution that is 100 percent web-based and meets CDC CMU's extensive functional requirements. It is designed to handle all major aspects of the capital construction project management lifecycle, including planning, portfolio management, estimation, cost management, scheduling, workflow, inventory tracking, work orders, reporting, and analytics. CDC has included requirements for interfaces with the Commission's existing ERP, DMS, and Active Directory systems.

The PMWeb software will be hosted at CDC's data center at the Commission's headquarters in Alhambra, California. The required system servers will be virtualized and can be accommodated by CDC's virtual server infrastructure using existing staff, infrastructure, and infrastructure licensing.

CDC is also subscribing to MyLCM, a Software-as-a-Service labor compliance management solution, which automatically handles prevailing wage, labor agreement, and workforce and ownership participation management for CMU's projects.

Financial Analysis

BUDGET:

One-Time Costs:	
PMWeb Software License Fee	$ 181,500
PMWeb Installation and Setup	$ 630,400
Data Migration	$ 50,400
Year 1 Maintenance and Technical Support	$ 34,000
Customization and Integration	$ 124,800
Training	$ 88,000
Travel Expenses (estimated)	$ 40,000
MyLCM Subscription Fee[1]	$ 33,250
MyLCM Installation and Setup	$ 6,000
Total One-Time Costs:	**$ 1,188,350**
Option Extensions (up to 4 additional 1-year increments):	
Year 2 Annual Fees[1,2]	$ 67,250
Year 3 Annual Fees[1,2]	$ 67,250
Year 4 Annual Fees[1,2]	$ 67,250
Year 5 Annual Fees[1,2]	$ 67,250
Total Optional Extensions:	**$ 269,000**
Contingency (10% of One-Time and Extensions)	**$ 145,735**
Total Maximum Contract Sum:	**$ 1,603,085**

Notes

[1] Annual fees are based on up to $200M in construction project costs (fees scale according to higher or lower volume)

[2] Maintenance, Technical Support and Software License Fees for PMWeb plus MyLCM and additional MyLCM modules subscription fee.

RISK MITIGATION:

1. Risk: Contractor fails to complete work in a satisfactory or timely manner – The Contractor may only invoice for work performed after the associated deliverable is accepted by the Commission, with 10 percent of each invoice held as a holdback to be paid after Final Acceptance. The Contract includes provisions for liquidated damages in the amount of either $100 per day per infraction or as specified in the Performance Requirements Summary. The Contract also contains provisions for dispute resolution and a Quality Assurance Plan that reviews the Contractor's performance and compliance with the Terms and Conditions of the Contract on at least an annual basis. The Commission may terminate the Contract for Default if the Contractor "...fails to timely provide and/or satisfactorily perform any task, Deliverable, service, or other work required under this Contract..."
2. Risk: Price for contracted work exceeds awarded bid or unforeseen work is required – The prices in the Contract are Not-To-Exceed per task, however the Contractor may request to move funds from other tasks in the Statement of Work, subject to Commission approval. Additional, unforeseen work will be funded by the 10 percent contingency funding requested.
3. Risk: Migrated system does not work as intended – The Contract requires the Contractor to develop, conduct and document comprehensive system, component, and user acceptance testing. The Contract contains General and Solution Warranties throughout the term of the Agreement to ensure performance and compatibility of the system and its components.
4. Risk: Out-of-scope changes that threaten on-time and on-budget project completion – In addition to formalizing the project governance and scope change procedures, the Commission will confirm with its key stakeholders and executives that the deliverables are consistent with the project objectives and user expectations. Any approved, additional work outside of the scope will be appropriately prioritized and scheduled. CDC is requesting the authority to increase the Contract sum by up to 10 percent based on

	unforeseen costs, of which accepted, out-of-scope requirements may be such a cost. 5. The Commission, in Contract negotiations with HKA, agreed to deviate from the Terms and Conditions of the standard CDC contract. These include changes in terms for Invoices and Payments, Assignment and Delegation, General Provisions for All Insurance Coverage, Insurance Coverage, Warranty Against Contingent Fees, and License. These changes were reviewed and approved as to form by County Counsel, and the Commission's Procurement and Risk Management Departments agreed to the deviations. The OCIO notes that there were reductions of Cyber Insurance to limits of $1,000,000. 6. The Acting Chief Information Officer has reviewed the Contract and did not identify any IT security or privacy related issues.
CIO Approval	PREPARED BY: Eric Sasaki, Sr. Associate CIO — Date: 10/3/2017
	APPROVED: Peter Loo, Acting Chief Information Officer — Date: 10/3/17

Please contact the Office of the CIO 213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov/

REQUIRED CONTRACT

CONTRACT

BY AND BETWEEN

COMMUNITY DEVELOPMENT COMMISSION OF THE COMMISSION OF LOS ANGELES

AND

HKA GLOBAL, INC.

FOR

PROJECT TRACKING SOFTWARE AND DATABASE SERVICES

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I SAFELY SURRENDERED BABY LAW

J DEFAULTED PROPERTY TAX PROGRAM

K INFORMATION AND PRIVACY SECURITY REQUIREMENTS

L CONTRACTOR ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

M CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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O SERVICE LEVEL AND WARRANTY AGREEMENTS/SERVICE LEVELS AND PERFORMANCE STANARDS

CONTRACT BETWEEN
COMMUNITY DEVELOPMENT COMMISSION OF THE
COMMISSION OF LOS ANGELES
AND
HKA GLOBAL, INC.
FOR
PROJECT TRACKING SOFTWARE AND DATABASE SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2017 by and between the Commission of Los Angeles, hereinafter referred to as Commission and HKA Global, Inc., hereinafter referred to as Contractor, a Project Tracking Software and Database System, with its principal place of business at 700 W. Main Street, Alhambra, CA 91801.

RECITALS

WHEREAS, Contractor is a Project Tracking Software and Database System of a web hosted Project Tracking Software and Database (Project Tracking) solution and provides services related thereto;

WHEREAS, Commission desires to enter into an agreement with Contractor, among other things, to obtain the right to access and use Contractor's Project Tracking system, and to engage Contractor to (a) configure and implement the Project Tracking systems for use at the Commission; (b) perform certain modifications and customizations to the Project Tracking system necessary to meet Commission's software solution necessary to meet Commission's functional, technical and/or business requirements; and (c) perform other work as requested by the Commission and agreed by Contractor, subject to the terms and conditions of this Agreement;

WHEREAS, Contractor has submitted a proposal to the Commission for provision of such services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, on _____, the Board of Commissioners has authorized the Commission to administer this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule
1.3 EXHIBIT C - INTENTIONALLY BLANK
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - Commission's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Form(S) Required at the Time of Contract Execution
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1.11 EXHIBIT K - Information and Privacy Security Requirements
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1.13 EXHIBIT M - Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
1.14 EXHIBIT N - Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
1.15 EXHIBIT O - Service Level and Warranty Agreements/Service Levels and Performance Standards

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 – Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 **Additional Software:** Any function or module that is (i) not included in the System Software marketed by Contractor as of the effective date of the Contract, (ii) not related to the primary function for which the System Software is used by Commission, and (iii) not otherwise to be provided to Commission under this Contract as an Update to the System Software, which Contractor may provide upon Commission's request therefor in the form of Optional Work in accordance with Subparagraph 3.8 (Optional Work).

2.2 **Commission Data:** All of the Commission Confidential Information, data, records, and information of Commission to which Contractor has access, or otherwise provided to Contractor under this Contract.

2.3 **Commission Project Director:** Person designated by Commission with authority for Commission on contractual or administrative matters relating to this Contract that cannot be resolved by the Commission's Project Manager.

2.4 **Commission Project Manager:** Person designated by Commission's Project Director to manage the operations under this Contract.

2.5 **Contract:** This agreement executed between Commission and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.6 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the Commission.

2.7 **Contractor Project Director:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager.

2.8 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.9 Day(s): Commission business day(s), unless otherwise specified.

2.10 Deficiency: Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract which result in the System not performing in strict compliance with the provisions of this Contract and the Specifications.

2.11 Deliverable(s): Whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in the Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A (Statement of Work).

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

2.13 Final Acceptance: The Commission's written approval of the System as more fully described in Statement of Work, Exhibit A.

2.14 Interface: Either a computer program developed by, or licensed to, Commission or Contractor to (a) translate or convert data from a Commission or Contractor format into another format used at Commission as a standard format; or (b) translate or convert data in a format used by Commission or a third-party to a format supported at Commission or vice versa.

2.15 Optional Work: System Customizations and/or Professional Services, which may be provided by Contractor to Commission upon Commission's request and approval in accordance with Subparagraph 3.4.

2.16 Performance Requirements Summary (PRS): Identifies the key performance indicators of the Contract that will be evaluated by the Commission to confirm the Contractor meets Contract performance standards.

2.17 Personally Identifiable Information: Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).

2.18 Pool Dollars: Absent an Amendment in accordance with Subparagraph 8.1 (Change Notices and Amendments), the maximum amount allocated under this Contract for the provision by Contractor of Optional Work approved by Commission in accordance with the terms of this Contract.

2.19 Professional Services: Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon Commission's request therefore in the form of Optional Work in accordance with Subparagraph 3.4.

2.20 Quality Control Plan: All necessary measures taken by the Contractor to confirm that the quality of service will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work, Exhibit A.

2.21 Services: Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the Statement of Work; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established

methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to Commission by Contractor pursuant to this Contract shall be deemed part of the Services.

2.22 Specifications: Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of the foregoing; (iv) all specifications provided or made available by Contractor under this Contract, but only to the extent: (a) not inconsistent with any of the foregoing; and (b) acceptable to Commission in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

2.23 System or Tracker System: The System Software and Services, including all components and Documentation, collectively comprising the collections and accounts receivable system, as specified in the Contract.

2.24 System Customizations: Collectively, System Enhancements, Additional Software and Programming Modifications.

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

2.26 Third Party Software: All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with System or used for the performance of the Services.

2.27 **Update(s):** Changes to the System Software, including but not limited to: (a) a bug fix, patch, or redistribution of the System Software that corrects an error as well as addresses common functional and performance issues; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the System Software such as a change in the number to the left of the period in the version numbering format X.XX); or (c) any modifications to the System Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.

2.28 **Web Portal:** A designed web site that brings information together from diverse sources in a uniform way. Each information source gets its dedicated area on the page for displaying information (a portlet); and can have the display be configured.

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

3.0 SERVICES

3.1 The Contractor will provide and implement the System as specified in this Agreement. The Contractor will provide the Services, fulfill the

obligations to Commission, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work) and in accordance with Exhibit O (Service Levels and Performance Standards). Contractor shall provide the Services without causing a material disruption of Commission's operations.

3.2 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including but not limited to Exhibit A – Statement of Work.

3.3 The Contractor agrees that the performance of work and Services pursuant to the requirements of this Contract shall conform to professional standards as exist in the Contractor's profession or field of practice.

3.4 **Training:** As part of the Services, Contractor shall provide the training to Commission and its personnel set forth in Exhibit A (Statement of Work) at no additional charge to Commission beyond the applicable training fees (**Training Fees**). In addition, Commission may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

3.5 **Support Service:** Contractor shall provide the support and maintenance services described in this Subparagraph 3.6 (Support Services) and Exhibit A (Statement of Work), including Exhibit O (Service Level and Performance Standards) (collectively, the **Support Services**). The Support Services shall commence on the Final Acceptance of the System. There shall be no additional charge to Commission for on-site Support Services to remedy a breach of warranty, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Subparagraph 3.6.

3.6 Hosting Services

During the term of this Contract, Contractor shall provide the Licensed Software by hosting the Licensed Software on its hardware, equipment or applicable tools at its facilities ("**Hosting Services**") as set forth in this Contract and Exhibit A (Statement of

Work). In providing the Hosting Services, Contractor shall achieve the service levels and performance standards set forth in Exhibit O (Service Level and Performance Standards) and this Contract (collectively, the **Hosting Service Level**).

3.6.1 Contractor represents and warrants that in connection with this Contract Contractor shall not deliver for installation on Commission's systems any software or programming, whether created or developed by Contractor or a third party.

3.6.2 Contractor represents and warrants that during the term of this Contract Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Contract.

3.7 Upon Commission's written request and mutual approval pursuant to the terms of this Contract, Contractor shall provide Optional Work, including Additional Software, System Customizations and Professional Services, in accordance with this subparagraph and Exhibit A – Statement of Work, at the applicable pricing terms set forth in Exhibit B - Pricing Schedule.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing upon approval by Commission's Board of Commissioners (**Board**) or _____, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract (**Contract Term**).

4.2 The Commission shall have the sole option to extend the Contract Term for up to four (4) additional one-year (1) periods, for a maximum total Contract Term of five (5) years. Each such extension option may be exercised at the sole discretion of the Commission as authorized by the Board. In the event the Commission desires to renew the Contract by exercising an option term, the Commission shall provide Contractor with a written notice of intent to renew the Contract thirty (30) days prior to the expiration of the then current term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments. The Commission maintains databases

that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the Commission will exercise a Contract Term extension option.

4.3 The Contractor shall notify the Commission Project Director when this Contract is within six (6) months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the Commission Project Director at the address herein provided in Exhibit E - Commission's Administration.

5.0 CONTRACT SUM

5.1 The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed One Million One Hundred Eighty-Eight Thousand Three Hundred Fifty and 0/100 Dollars ($1,188,350.00), which shall include all related expenses (**Contract Sum**).

5.2 The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the Commission's express prior written approval.

5.4 The Contract Sum shown in Paragraph 5.1 and in accordance with the Pricing Schedule – Exhibit B shall be deemed to include all amounts necessary for Commission to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Software provided by Contractor to Commission

pursuant to or otherwise due as a result of this Contract, including, but not limited to, the product of as-needed Services and enhancements or changes to the System Software, to the extent applicable. 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, and shall indemnify, defend, and hold harmless Commission from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless Commission from all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and shall pay such tax directly to the State or other taxing authority. 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 Commission does not hold title.

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

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

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the Commission, monthly in arrears, only for providing the tasks, deliverables, goods, services, and other work specified in the SOW - Exhibit A and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the Commission under the terms of this Contract. The Contractor's payments shall be as provided in the Pricing Schedule - Exhibit B and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work

approved in writing by the Commission. If Commission does not approve work in writing no payment shall be due to the Contractor for that work. The making of any payment or payment by Commission, or receipt thereof by the Contractor, shall not imply Final Acceptance (as defined in Exhibit A – SOW) by the Commission of such items or the waiver of any warranties or requirements of this Contract.

5.6.2 The Contractor's invoices shall be priced in accordance with the Pricing Schedule - Exhibit B.

5.6.3 The Contractor's invoices shall be legible and contain the information set forth in the SOW - Exhibit A describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each monthly invoice shall include, at a minimum, the following information:

- Invoice date, unique invoice number, and the month and year when the service(s) was delivered.
- Contractor's Tax Identification Number and remittance address.
- Contract Name and Contract Number
- The tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A – SOW and Exhibit B – Pricing Schedule for which payment is claimed.
- Each line item on the invoice should be numbered sequentially.

5.6.4 The Contractor shall submit the monthly invoices to the Commission by the 15th calendar day of the month following the month of service.

5.6.5 All invoices and supporting documentation shall be submitted to:

- Email Address: _____; or
- Two copies to the following address:

_____

_____
_____
_____

5.6.6 The Commission Project Manager shall contact the Contractor when a revised invoice is required. The Contractor shall notate "Revised" or "Corrected" on the corrected invoice, update the invoice date, and resubmit in accordance with Section 5.6.5. If the revised invoice uses a different invoice number, the revised invoice shall also reference the original invoice number.

5.6.7 Holdbacks

Commission will hold back ten percent (10%) of the amount of each invoice submitted by Contractor under this Contract and approved by Commission pursuant to Paragraph 5.6, Invoices and Payments. With respect to (i) the work completed and delivered by Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, and (ii) the work completed and delivered by Contractor via Change Notices or Amendments following Final Acceptance, the cumulative amount of the applicable holdbacks shall be due and payable to Contractor upon Commission's Acceptance of such work, all subject to adjustment of any amounts arising under this Contract owed to Commission by Contractor, including, but not limited to, any amount arising from Paragraphs 5.6.9, Invoice Discrepancies, and any partial termination of any Task or Deliverable set forth in Exhibit A - Statement of Work provided herein.

5.6.8 Commission Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Commission's Project Manager prior to any payment thereof. In no event shall the Commission be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of properly prepared invoices by the Commission. The Contractor shall submit a

revised invoice when requested by the Commission in accordance with Section 5.6.6.

5.6.9 Invoice Discrepancies

The Commission's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of Commission's notice of discrepancies and disputed charges. If the Commission's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and Commission, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure in Paragraph 8.34.

6.0 ADMINISTRATION OF CONTRACT - COMMISSION

COMMISSION ADMINISTRATION

A listing of all Commission Administration referenced in the following subparagraphs is designated in Exhibit E - Commission's Administration. The Commission will notify the Contractor in writing of any change in the names or addresses shown.

Commission Personnel

Commission shall assign a Project Director and a Project Manager to provide overall management and coordination of the Contract and act as liaisons for the Commission. The Commission Project Director shall provide information to the Contractor in areas relating to policy and procedural requirements and the Commission Project Manager will monitor the Contractor's performance during the Term of the Contract. Commission will inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as Project Director and Project Manager, or any alternate identified in Exhibit E - Commission's

Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

6.1 COMMISSION'S PROJECT DIRECTOR

6.1.1 The Commission's Project Director is designated in Exhibit E – Commission's Administration. The Commission shall contact the Contractor in writing of any changes in the name or address of the Commission's Project Director.

6.1.2 The Commission's Project Director shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of Contractor.

6.1.3 The Commission's Project Director is responsible for providing overall direction to Contractor in the areas relating to the Commission policy, information requirements, and procedural requirements.

6.1.4 The Commission's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the Commission in any respect whatsoever.

6.2 COMMISSION'S PROJECT MANAGER

6.2.1 The responsibilities of the Commission's Project Manager includes:

- As needed, requesting meetings with the Contractor's Project Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The Commission's Project Manager is not authorized to make any changes in any of the terms and conditions of

this Contract and is not authorized to further obligate the Commission in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

The Contractor shall be required to background check its employees as set forth in Subparagraph 7.6, Background and Security Investigations, of this Contract.

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director shall be a full-time employee of the Contractor. The Contractor's Project Director shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. Commission must be provided in writing with the name, address, and telephone number of the individual designated to act as the Project Director or any alternate identified in Exhibit F – Contractor's Administration, and provide a current copy of the person's resume at the time the Contract is executed and notify Commission as changes occur.

7.1.2 The Contractor's Project Director shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services or other work provided by or on behalf of the Contractor and ensuring Contractor's compliance with this Contract.

7.1.3 The Contractor's Project Director shall be available to meet and confer with the Commission's Project Director on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the Commission in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor shall assign a Project Manager to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the contract. The Project Manager shall be available on a daily basis Monday through Friday during the hours of 7:00 a.m. and 5:00 p.m. (Pacific Time) for telephone contact and to meet with Commission personnel regarding the operation of the Contract.

7.3 Notice of Personnel Changes

The Contractor shall inform the Commission Project Director in writing of the names, addresses, and telephone numbers of the individuals designated to act as Project Manager at the time the Contract is implemented and as changes occurs during the term of the Contract. Such notification shall be made by the Contractor no later than five (5) days after a change occurs and shall include a current resume for the new person. The Commission shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

7.4 Approval of Contractor's Staff

The Commission has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.5 Contractor's Staff Identification

7.5.1 The Contractor shall provide adequate staff to complete the Services.

7.5.2 The Contractor shall provide all staff assigned to this Contract with a photo identification badge when on the Commission premises in accordance with the Commission specifications. Specifications may change at the discretion

of the Commission and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the Commission's approval prior to the Contractor implementing the use of the badge. The Contractor staff, while on duty or when entering a Commission facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. Contractor personnel may be asked by a Commission representative to leave a Commission facility if they do not have the proper Commission ID badge on their person and Contractor personnel must immediately comply with such request.

7.5.3 The Contractor shall notify the Commission within one day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's Commission photo identification badge at the time of removal from the Contract.

7.5.4 If the Commission requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's Commission photo identification badge at the time of removal from working on the Contract.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the Commission, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (**DOJ**) to include state, local, and federal-level review which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the

Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

7.6.2 A member of Contractor's staff shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the Commission. During the term of the Contract, if the Commission receives a subsequent disqualifying factor for a member of the Contractor's staff, the Commission shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor shall comply with Commission's request. The Commission will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the Commission immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the Commission's background investigation.

7.6.3 The Commission may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract.

7.6.4 The Commission, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass an investigation to the satisfaction of the Commission or whose background or conduct is incompatible with Commission facility access.

7.6.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Paragraph 7.6 and when changes occur in staffing or as requested by the Commission. Contractor shall not allow employees to work on any job for the Commission prior to successfully passing the background investigation. In addition, if the Commission finds that a member of the

Contractor's staff, who has not passed the background investigation, is dispatched to perform services under the Contract, the Contractor shall immediately remove the staff member upon request of the Commission.

7.6.7 Following a Contractor staff's clearance, when applicable, the Commission will notify Contractor of any subsequent background results affecting the Contractor staff's ability to work under this Contract.

7.7 Confidentiality

7.7.1 The Contractor shall maintain the confidentiality of all records and information, including but not limited to, billing and sensitive financial information, Commission records, data and information, Personally Identifiable Information, Commission Data, any information relating to Commission's customers, users, patients, partners, or personnel, and any other data, records and information received, obtained and/or produced under the provisions of this Contract (**Commission Confidential Information**) in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Commission policies concerning information technology security and the protection of confidential records and information.

7.7.2 Contractor agrees that all information supplied by its affiliates and agents to the Commission including, without limitation, (a) any information relating to Commission's customers, patients, business partners, or personnel; (b) Personally Identifiable Information; and (c) Protected Health Information, (**Business Associate Agreement**), will be deemed confidential and proprietary to the Commission, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary".

7.7.3 The Contractor's employees may use data received from the Commission only to perform functions as defined by this Contract.

7.7.4 Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Commission are allowable. Any other use or disclosure of data received requires the express approval in writing from the Commission. No work shall duplicate, disseminate or disclose any data except as allowed in this Contract.

7.7.5 Access to data received from the Commission shall be restricted only to workers who need the data to perform their official duties in the performance of this Contract.

7.7.6 Contractor employees who access, disclose or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

7.7.7 The Contractor shall indemnify, defend, and hold harmless the Commission, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs, and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.7, as determined by the Commission in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.7 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the Commission. Notwithstanding the preceding sentence, the Commission shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide Commission with a full and adequate defense, as determined by the Commission in its sole judgment, the Commission shall be entitled to retain its own counsel, including, without limitation, Commission Counsel, and to reimbursement from the Contractor for all costs and expenses incurred by the Commission in doing so. The Contractor shall not have the right to enter into any

settlement, agree to any injunction, or make any admission, in each case, on behalf of the Commission without the Commission's prior written approval.

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

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

7.7.10 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement", Exhibit L.

7.7.11 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit M.

7.7.12 The Contractor shall adhere to the "Information and Privacy Security Requirements" set forth in Exhibit K.

7.7.13 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit N.

7.7.14 During Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the Commission Project Director whenever changes in personnel occur.

7.7.15 All of the Commission Data is deemed confidential, and shall be and remain the property of Commission and Commission shall retain exclusive rights and ownership thereto. The Commission Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise

disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

7.7.16 In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from Commission or otherwise, Personally Identifiable Information, pertaining to Commission's current and prospective personnel, directors and officers, agents, subcontractors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Subparagraph 7.7, Confidentiality, during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by Commission. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) Commission's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection). Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The Commission reserves the right to initiate change notices that either (i) **do not affect** the Contract Term or Contract Sum or payments and do not materially alter the Contract, or (ii) for any expenditure of Pool Dollars (**Change Notice**). All such changes shall be executed with a Change Notice to this Contract signed by the Contractor and by the Commission's Project Director. For any Optional Work requested by Commission, following agreement on the scope of such Optional Work, a Change Notice shall be prepared and executed by each of: (a) the Commission's Project Director or designee, and (b) Contractor's authorized representative(s); provided that any Change Notice for Optional Work shall additionally require written approval of County Counsel. Commission is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the Commission's Project Director.

8.1.2 For any change, which affects the Contract Sum and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Executive Director or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).

8.1.3 For any change which affects the Contract Term, the Contract Sum and/or SOW under this Contract, that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee

8.1.4 The Commission's Board or Executive Director or his designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Commission reserves the right to add and/or change such provisions as required by the Commission's Board or its Executive Director. To implement such changes,

an Amendment to the Contract shall be prepared and executed by the Contractor and by the Executive Director or his designee.

8.1.5 The Executive Director or his designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. For the exercise of the Commission's additional optional one-year periods extensions, a written notice shall be prepared and signed by the Executive Director or his/her designee and delivered to the Contractor prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The 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 Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the Commission's consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegatee or assignee on any claim under this Contract shall be deductible, at Commission's sole discretion, against the claims, which the Contractor may have against the Commission.

8.3 WARRANTIES

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

8.3.2 The Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor personnel in accordance with this Contract and consistent with industry best practices.

8.3.3 The System shall conform to the Specifications and requirements set forth in this Contract without material deviations for the period commencing upon the effective date of the Contract and continuing through the expiration or termination of Maintenance and Support Services (**Warranty Period**). Contractor shall institute quality controls, including suitable testing procedures if any, to confirm that the System complies with the Specifications in a manner consistent with the highest applicable industry standards. Upon the Commission's reasonable request, the Commission shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the System. There is no existing pattern or repetition of customer complaints regarding the System Software, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the System Software, including functionality or performance, for which the root cause is believed to be a flaw or defect in the System Software.

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

addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Updates thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

8.3.5 To the best of Contractor's knowledge, Commission's permitted use of the System will not infringe the intellectual property rights of any third party.

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

8.3.7 To the extent permissible under the applicable third party Contracts, Contractor hereby assigns and agrees to deliver to Commission all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.

8.3.8 During the Contract Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of Commission, and without providing in such subordination instrument for non-disturbance of Commission's use of the System (or any part thereof) in accordance with this Contract. This Contract and the System Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. Commission is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

8.3.9 Commission's remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming System Software and other corrective measures afforded to Commission by Contractor under this Contract.

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten business days after the Contract effective date, the Contractor shall provide the Commission with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The Commission will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the Commission requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for Commission's approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the Commission for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Commission's Contract Administrator of the status of the investigation within five business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the Commission's Contract Administrator within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless Commission, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by Commission in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by the Counsel selected by Contractor and approved by Commission. Notwithstanding the preceding sentence, Commission shall have the right to participate in any such defense at its sole cost and expense, except that in

the event Contractor fails to provide Commission with a full and adequate defense, as determined by Commission in its sole judgment, Commission shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by Commission in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Commission without Commission's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

8.9 AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination

under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.10 EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to confirm that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.11 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.11.1 Jury Service Program

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

8.11.2 Written Employee Jury Service Policy

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

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

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury

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

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

8.12 CONFLICT OF INTEREST

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

8.12.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes

aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Commission. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.13 CONSIDERATION OF HIRING COMMISSION EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent Commission employees who are targeted for layoff or qualified, former Commission employees who are on a re-employment list during the life of this Contract.

8.14 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.15 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.15.1 Responsible Contractor

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

8.15.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.15.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a Term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.15.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. 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 (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after

debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.15.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the County Contractors.

8.16 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

8.17.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18 COMMISSION'S QUALITY ASSURANCE PLAN

The Commission or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The Contractor deficiencies which the Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the Commission and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.19 DAMAGE TO COMMISSION FACILITIES, BUILDINGS, OR GROUNDS

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

8.19.2 If the Contractor fails to make timely repairs, Commission may make any necessary repairs. All costs incurred by Commission, as determined by Commission, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The 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 this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the Commission, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Commission or both

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 under this Contract.

8.21 FACSIMILE REPRESENTATIONS

The Commission and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and/or Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the Commission and its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the Commission may be found jointly or solely liable.

8.23 FORCE MAJEURE

8.23.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure event(s)").

8.23.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.23.4 In the event a force majeure event continues for more than five (5) business days, Commission may terminate this Contract by providing written notice to Contractor. Notwithstanding the foregoing, a force majeure event will not relieve Contractor of its obligations under Attachment 2 to Exhibit A - Statement of Work and Subparagraph 7.7 (Confidentiality).

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.25 INDEPENDENT CONTRACTOR STATUS

8.25.1 This Contract is by and between the Commission and the 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 the

Commission and the 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.

8.25.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Commission shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.25.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Commission. The Contractor shall be solely liable and responsible for furnishing any and all 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 the Contractor pursuant to this Contract.

8.25.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.7 - Confidentiality.

8.26 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority of the County of Los Angeles (**Housing Authority)**, County of Los Angeles (**County)**, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as **Liabilities**), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of the Commission, Housing Authority, or County. This indemnification provision shall remain in

full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

8.26.1 General Indemnification. The Contractor shall indemnify, defend, and hold harmless the Commission, its Special Districts, elected and appointed officers, employees, agents, and volunteers (**Commission Indemnitees**) from and against any and all liability including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the Commission Indemnitees.

8.26.2 Intellectual Property Indemnification. Contractor shall indemnify, hold harmless, and defend Commission, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the **Indemnified Items**) (collectively referred to for purposes of this Subparagraph as **Infringement Claim(s)**), provided that the Indemnified Item has not been altered, revised, or modified by Commission in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by Commission and based on specifications provided by Commission when Contractor has advised Commission of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) Commission's failure to implement an

update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to Commission and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, Commission shall have the right to participate in any such defense at its sole cost and expense.

8.26.3 Patent, Copyright and Trade Secret Indemnification. The Contractor shall indemnify, hold harmless and defend Commission from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's System and/or Services under this Contract. Commission shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.26.4 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that Commission's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that Commission's continued use of the system is not materially impeded, shall either: (a) Procure for Commission all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims.

8.26.5 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with

other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation.

8.27 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of Commission, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.27 and 8.28 of this Contract. These minimum insurance coverage terms, types, and limits (**Required Insurance**) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The Commission in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.27.1 Evidence of Coverage and Notice to Commission

- Certificate(s) of insurance coverage (Certificate) satisfactory to Commission, and a copy of an Additional Insured endorsement confirming Commission and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to Commission at the address shown below and provided 15 business days prior to commencing services under this Contract.

- Renewal Certificates shall be provided to Commission not less than ten days prior to Contractor's policy expiration dates.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, the amounts of any policy deductibles or self-

insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any Commission required endorsement forms.

- Neither the Commission's failure to obtain, nor the Commission's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Community Development Commission of the
County of Los Angeles

_____
_____
_____

Contractor also shall promptly report to Commission any injury, or property damage accident, or incident, including any injury to a Contractor employee occurring on Commission property, and any loss, disappearance, destruction, misuse, or theft of Commission property, monies or securities entrusted to the Contractor.

The Contractor also shall promptly notify the Commission of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the Commission.

8.27.2 Additional Insured Status and Scope of Coverage

The Commission of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively **Commission and its Agents**) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the Commission. Commission and its Agents

additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the Commission. The full policy limits and scope of protection also shall apply to the Commission and its Agents as an additional insured, even if they exceed the Commission's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.27.3 Cancellation of or Changes in Insurance

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

8.27.4 Failure to Maintain Insurance

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

8.27.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the Commission with A.M. Best ratings of not less than A:VII unless otherwise approved by Commission.

8.27.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any Commission maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.27.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against Commission under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.27.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the Commission with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the Commission and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the Commission's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.27.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the Commission to pay any portion of any Contractor deductible or SIR.

Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event

such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Commission, Housing Authority of the County of Los Angeles (“Housing Authority”), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect.

8.27.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.27.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.27.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.27.13 Commission Review and Approval of Insurance Requirements

The Commission reserves the right to review and adjust the Required Insurance provisions, conditioned upon Commission’s determination of changes in risk exposures.

8.28 INSURANCE COVERAGE

8.28.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming Commission and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$2 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.28.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.28.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Commission as the Alternate Employer, and the endorsement form shall be modified to provide that Commission will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Alternate Employer Endorsement - An endorsement added to a worker's compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is

commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

8.28.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

8.28.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than $1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by Commission to Contractor, and apply to all of Contractor's directors, officers, and employees who regularly handle or have responsibility for such money, securities, or property. The Commission shall be named as Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.28.6 Technology Errors and Omissions

Insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software (8) management networks and systems (9)

marketing, selling, servicing, distributing, installing and maintaining computer software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits not less than $10 million.

8.28.7 Privacy/Network Security (Cyber)

Liability coverage providing protection for first and third party claims in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) aggregate. Such policy shall cover against liability, including, but not limited to, for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of $1,000,000. Such policy shall not include any exclusions or restrictions for any of the following: (a) unencrypted devices/media, whether portable or not; (b) breaches that occur while confidential information is in the custody, care, protection, or control of a third party; (c) coverage for corporations, limited liability companies, partnerships, or joint ventures; (d) geographical limitations on the policy, such as outside of the principal place of business; or (e) costs of responding to government regulations.

8.29 LIQUIDATED DAMAGES

8.29.1 If, in the judgment of the Commission, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Commission, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the Commission, will be forwarded to the Contractor by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.

8.29.2 If the Executive Director, or his/her designee, determines that there are Deficiencies in the performance of this Contract that the Executive Director, or his designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or his designee, will provide a written notice to the Contractor to correct the Deficiency within specified time frames. Should the Contractor fail to correct Deficiencies within said time frame, the Executive Director, or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 47, hereunder, and that the Contractor shall be liable to the Commission for liquidated damages in said amount. Said amount shall be deducted from the Commission's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the Deficiencies, the Commission may correct any and all Deficiencies and the total costs incurred by the Commission for completion of the work by an alternate source, whether it be the Commission forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor (or invoiced to the Contractor if no payment is due) from the Commission, as determined by the Commission.

8.29.3 The action noted in Subparagraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Commission cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This subparagraph shall not, in any manner, restrict or limit the Commission's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.29.2, and shall not, in any manner, restrict

or limit the Commission's right to terminate this Contract as agreed to herein.

8.30 MOST FAVORED PUBLIC ENTITY

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

8.31 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

8.31.2 The Contractor shall certify to, and comply with the provisions of Exhibit D, Contractor's EEO Certification.

8.31.3 The Contractor shall take affirmative action to confirm that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

8.31.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.31.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 The Contractor shall allow the Commission representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.31 when so requested by the Commission.

8.31.7 If the Commission finds that any provisions of this Subparagraph 8.31, have been violated, such violation shall constitute a material breach of this Contract upon which the Commission may terminate or suspend this Contract.

While the Commission reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the Commission that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the Commission shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not

restrict the Commission from acquiring similar, equal, or like goods and/or services from other entities or sources.

8.33 NOTICE OF DELAYS

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

8.34 DISPUTE RESOLUTION PROCEDURE

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

8.34.1 Contractor and Commission agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subparagraph 8.34 (such provisions shall be collectively referred to as the **Dispute Resolution Procedure**). Time is of the essence in the resolution of disputes.

8.34.2 Contractor and Commission agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which Commission determines should be delayed as a result of such dispute.

8.34.3 If Contractor fails to continue without delay its performance hereunder which Commission, in its sole discretion, determines should not be delayed as a result of such

dispute, then any additional costs which may be incurred by Contractor or Commission 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 Commission for such costs. Contractor shall promptly reimburse Commission for such Commission costs, as determined by Commission, or Commission may deduct all such additional costs from any amounts due to Contractor from Commission.

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

8.34.5 In the event of any dispute between the parties with respect to this Contract, Contractor and Commission shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

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

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

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

8.34.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Subparagraph 8.34, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

8.34.10 Notwithstanding any other provision of this Contract, Commission's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.7, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of Commission's rights and shall not be deemed to impair any claims that Commission may have against Contractor or Commission's rights to assert such claims after any such termination or such injunctive relief has been obtained.

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

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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 the Internal Revenue Service Notice No. 1015.

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW

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

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - Commission's Administration and F, Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Executive Director, or his designee shall have the authority to issue all notices or demands required or permitted by the Commission under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by the Contractor; all information obtained in connection with the Commission's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.41, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the Commission. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements in the California Government Code Section 6255, et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The Commission shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.39.2 In the event the Commission is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the Commission from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.40 PUBLICITY

8.40.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the Commission shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the Contract Term, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Commission without the prior written consent of the Commission’s Project Director. The Commission shall not unreasonably withhold written consent.

8.40.2 The Contractor may, without the prior written consent of Commission, indicate in its proposals and sales materials that it has been awarded this Contract with the Commission

of Los Angeles, provided that the requirements of this Subparagraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the Commission, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the Commission during the term of this Contract and for a period of five years thereafter unless the Commission's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Commission's option, the Contractor shall pay the Commission for travel, per diem, and other costs incurred by the Commission to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the Commission shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.41 shall constitute a material breach of this Contract upon which the Commission may terminate or suspend this Contract.

8.41.3 If, at any time during the Contract Term or within five years after the expiration or termination of this Contract, representatives of the Commission conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the Commission's dollar liability for any such work is less than payments made by the Commission to the Contractor, then the difference shall be either: a) repaid by the Contractor to the Commission by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the Commission, whether under this Contract or otherwise. If such audit finds that the Commission's dollar liability for such work is more than the payments made by the Commission to the Contractor then the difference shall be paid to the Contractor by the Commission by cash payment, provided that in no event shall the Commission's maximum obligation for this Contract exceed the funds appropriated by the Commission for the purpose of this Contract.

8.41.4 Financial Statements: Beginning one year after the effective date of this Contract and every year thereafter until the expiration of this Contract, the Contractor shall submit to the Commission a complete set of financial statements, audited if available, for the 12 month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to the Commission. The Commission reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.42 RECYCLED BOND PAPER

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

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the Commission**. Any attempt by the Contractor to subcontract without the prior consent of the Commission may be deemed a material breach of this Contract.

8.43.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Commission's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications re requested by the Commission.

8.43.3 The Contractor shall indemnify, defend, and hold the Commission harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the Commission's approval of the Contractor's proposed subcontract.

8.43.5 The Commission's consent to subcontract shall not waive the Commission's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this Commission right.

8.43.6 The Commission's Project Manager is authorized to act for and on behalf of the Commission with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the Commission, Contractor

shall forward a fully executed subcontract to the Commission for their files.

8.43.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Commission's consent to subcontract.

8.43.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Commission from each approved Subcontractor. The Contractor shall confirm delivery of all such documents to:

Community Development Commission of the
County of Los Angeles
_____
_____
_____

Before any Subcontractor employee may perform any work hereunder.

8.44 TERMINATION FOR BREACH OF REPRESENTATION TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.17, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the Commission may terminate this Contract pursuant to Subparagraph 8.46, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

8.45.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Commission, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.45.2 After receipt of a notice of termination and except as otherwise directed by the Commission, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

8.46 TERMINATION FOR DEFAULT

8.46.1 The Commission may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of Commission's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, Deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such

longer period as the Commission may authorize in writing) after receipt of written notice from the Commission specifying such failure.

8.46.2 In the event that the Commission terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the Commission may procure, upon such terms and in such manner as the Commission may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the Commission for any and all excess costs incurred by the Commission, as determined by the Commission, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.46.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.46.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the Commission in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.46.4 If after the Commission has given notice of termination under the provisions of this Subparagraph 8.46, it is determined by the Commission that the Contractor was not in default under

the provisions of this Subparagraph 8.46, or that the default was excusable under the provisions of Subparagraph 8.46.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.45 - Termination for Convenience.

8.46.5 The rights and remedies of the Commission provided in this Subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.48 TERMINATION FOR INSOLVENCY

8.48.1 The Commission may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.48.2 The rights and remedies of the Commission provided in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

8.50 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor and each County Lobbyist or County Lobbying firm as defined in the Commission Code Section 2.160.010 retained by the Contractor shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the

Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the Commission may in its sole discretion, immediately terminate or suspend this Contract.

8.51 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.52 EFFECT OF TERMINATION

8.52.1 In the event Commission terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by Commission in writing: (a) Contractor shall continue the performance of this Contract to the extent not terminated. (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to Commission all completed Services and Services in progress, in a media reasonably requested by Commission. (c) Commission will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate). (d) Contractor shall return to Commission all monies paid by Commission, yet unearned by Contractor, including any prepaid fees if applicable. (e) Contractor shall promptly return to Commission any and all of the Commission's Confidential Information that relates to the portion of the Contract or Services terminated by Commission, including all Commission Data, in a media reasonably requested by Commission.

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

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

8.52.4 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract (**Transition Period**), Contractor shall assist the Commission in extracting and/or transitioning all Commission Data in the format determined by the Commission. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, Commission may require Contractor to provide services in the form of Optional Work to assist Commission to transition System operations from Contractor to Commission or Commission's designated third party (**Transition Services**). Upon Commission's request for Transition Services, Commission and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that Commission terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to Commission. Contractor shall provide Commission with all of the Transition Services as provided in this Subparagraph 8.52.4. The duty of Contractor to provide such Transition Services shall be conditioned on Commission continuing to comply with its obligations under

the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by Commission, other than a failure by Commission to timely pay the amounts due and payable hereunder. Commission shall have the right to seek specific performance of this Subparagraph 8.52.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.52.4 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

8.52.5 Commission shall have the rights set forth in Sub-paragraph 8.60 to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the System Software after such time as one of the Release Conditions described in Subparagraph 8.60.4 has occurred which would permit Commission to use the Source Material.

8.52.6 Contractor shall promptly return to Commission any and all Commission Confidential Information, including Commission Data that relate to that portion of the Contract and Services terminated by Commission.

8.53 VALIDITY

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

8.54 USE OF COMMISSION SEAL

The Commission claims right, title, and interest in and to certain intellectual property, including but not limited to, the current and former Commission seals (Commission Seals). Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the Commission Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the Commission Seals, or (ii) create derivative works of the

Commission Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the Commission Seals, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.55 WAIVER

No waiver by the Commission of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the Commission to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.56 REPRESENTATION AGAINST CONTINGENT FEES

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

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

8.57 REPRESENTATION OF COMPLIANCE WITH COMMISSION'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

8.58 TERMINATION FOR BREACH OF REPRESENTATION TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.57 REPRESENTATION of Compliance with the County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which the Commission may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.59 TIME OFF FOR VOTING

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

8.60 LICENSE

8.60.1 License Grant. Subject to the terms and conditions of this Contract, Contractor grants to Commission perpetual, fully-paid, worldwide, non-exclusive license to use the System Software and Documentation for Commission's business purposes and activities (**License**) as part of the System. Commission shall not copy the Software except to make one copy of the Software exclusively for inactive backup or archival purposes. Commission may copy the

Documentation for its own internal business purposes. Commission shall not modify, reverse engineer, de-compile or disassemble the Software, or create derivative works based upon the Software. Commission shall not use the Software in a timesharing arrangement nor encumber, rent, lease, transmit, distribute or transfer the Software to any third party for any purpose without Contractor's prior written consent. Transfer of Software or Documentation outside the country in which it was originally delivered to Commission is not permitted without Contractor's prior written consent and is subject to Commission's compliance with all applicable export restrictions. Commission shall not remove any product identification, copyright notices or other notices or proprietary restrictions from the Software or Documentation nor disable, circumvent or misuse any security or access features. Upon reasonable notice to Commission, Contractor shall have the right to inspect Commission's use of the Software and audit its relevant records to verify its compliance with the terms of this Agreement. The Software and Documentation contains valuable trade secrets and proprietary know-how that belongs to Contractor and its licensors and it is made available to Commission in strict confidence. ANY use or disclosure of the Software or of its algorithms, protocols or interfaces other than in strict accordance with this agreement is prohibited and may be actionable as a violation of Contractor's or its licensors' proprietary rights.

8.60.2 Third Party Software. The Contractor shall not use any Third Party Software in the System without the prior written approval of the Commission to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Software to Commission in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for Commission and Commission's agents and assigns, to use the Third Party Software for Commission's business purposes and activities. For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to Commission, all Third Party Software to the same extent as the System Software.

8.60.3 Source Code Escrow. Contractor has deposited a copy of the Source Material for the System Software with _____, a software escrow agent (**Escrow Agent**), located at _____, _____ (**Escrow**) pursuant to a written escrow agreement (**Escrow Agreement**). The Commission shall pay an annual fee of $3,000 for the Escrow arrangement. A copy of the Escrow Agreement shall be incorporated by reference into this Contract as Exhibit L, Escrow Agreement. Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Update of the System Software. Contractor's duty to update the Source Material shall continue through the Contact Term. The Source Material will be held in the Escrow. The events upon which Commission shall have access to the Source Material shall include (collectively the **Release Conditions**): (a) the insolvency of Contractor; (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within ninety (90) days of the filing thereof; (c) as set forth in Subparagraph 8.60.5, Bankruptcy And Liquidation; the Commission fails to maintain a current and paid Support and Maintenance agreement with Contractor. If a Release Condition occurs, Commission may hire Contractor personnel to assist Commission with using and understanding the Source Material without being subject to Subparagraph 8.35, Prohibition Against Inducement or Persuasion. The parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality (**Natural Degeneration**). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every year. In the event the Source Material or any part of it is destroyed or corrupted, upon Commission's request, Contractor shall provide a replacement copy of the Source Material. Upon the occurrence of a Release Condition Commission will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. Commission shall be entitled to use the Source Material as needed to remedy the event of release

and mitigate any damages arising from such event. Such use will include, but is not limited to, Commission's right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Contract. The Escrow Agent's responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered to Commission at the appropriate time. Nothing herein relieves Contractor of its obligation to provide Support Services as required under this Contract. Commission acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed System Software as provided herein. Should use of the Source Material as provided in this Subparagraph 8.56.4 involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agree not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against Commission, provided use of the System Software and Source Material is in accordance with this Contract. Regardless of whether one of the Release Conditions occurs, Commission shall have the right, at Commission's sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the System Software. In the event such testing demonstrates the Source Material does not correspond to the System Software, Contractor shall reimburse Commission for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.

8.60.4 Bankruptcy and Liquidation. In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy,

reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of ninety (90) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, Commission shall have the following rights: (i) in the event of a rejection of this Contract or any agreement supplementary hereto, Commission shall be permitted to retain and use any back-up or archival copies of the System Software under this Contract for the purpose of enabling it to mitigate damages caused to Commission because of the rejection of this Contract; (ii) in the event of a rejection of this Contract or any agreement supplementary hereto, Commission may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of Commission to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of Commission as Commission as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to Commission; and (iii) in the event of a rejection of this Contract or any agreement supplementary hereto, Commission may retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

8.61 WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY

8.61.1 Ownership of Commission Data. All Commission Data provided or made accessible by Commission to Contractor is and shall remain the property of Commission. Upon termination or expiration of the Contract for any reason, or upon Commission's written request at any time, the Contractor shall provide Commission, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the Commission's request, any Commission Data (including any Commission Data or information stored as part of the System) or other proprietary data belonging to the Commission stored within the System. Such data will be provided to the Commission on an external media drive in a platform-agnostic format or in any specific format reasonably requested by Commission. At the Commission's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

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

proprietary or confidential, and shall be plainly and prominently marked by Contractor as “PROPRIETARY” or “CONFIDENTIAL.” Notwithstanding any other provision of this Contract, Commission shall not be obligated or liable in any way under this Contract for: (a) any disclosure of any materials which Commission is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

8.61.3 Ownership of Work Product. Contractor hereby assigns, transfers and conveys to Commission, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively **Intellectual Property Right(s)**) therein or otherwise arising from the performance of this Contract. No rights of any kind in and to the Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at Commission’s expense, as may be necessary to perfect, register or enforce Commission’s ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints Commission as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert against Commission, its successors or licensees any and all "Moral Rights" Contractor may have in Work Product even after expiration or termination of this Contract.

8.62 DATA DESTRUCTION

The Contractor(s) and vendor(s) that have maintained, processed, or stored the Commission Data and/or information, implied or expressed have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the

National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the Commission, or external to the Commission's boundaries. The Commission must receive within ten (10) business days, a signed document from the Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Contractor or vendor shall certify that any Commission data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. The Contractor or vendor shall provide the Commission with a written certification within ten business days of removal of any electronic storage equipment and devices that validates that any and all Commission Data was destroyed and is unusable, unreadable, and/or undecipherable.

8.63 ACCEPTANCE

8.63.1 The System, the System Software, Services, Deliverables, and milestones (if applicable) shall be subject to acceptance, and acceptance testing by Commission, in its sole discretion, to verify that they satisfy the Commission's acceptance criteria (Acceptance Test(s)) as more fully described in Exhibit A – SOW (Acceptance Criteria).

8.63.2 Production Use shall not be deemed acceptance or Final Acceptance of the System Software, Services, Deliverables and milestones.

8.63.3 If the Commission's Project Director makes a good faith determination at any time that the System Software or the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 8.63.3 as Designated Test), the Commission's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System Software, Services, Deliverables, milestones, and/or System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System Software, Services, Deliverables, milestones, and/or System as will permit the System Software, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the Commission's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the Commission's Project Director makes a good faith determination that the System Software, Services, Deliverables, milestones, and/or System again fails to pass the applicable Designated Test, the Commission's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System Software, Services, Deliverables, milestones, and/or System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System Software, Services, Deliverables, milestones, and/or System as will permit the System Software, Services, Deliverables, milestones, and/or System to be ready for retesting.

8.63.4 Such procedure shall continue until such time as Commission notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that Commission has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward

such successful completion of such Designated Test is not being made, in which latter event, Commission shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Subparagraph 8.46 (Termination for Default) on the basis of such non-curable default.

8.63.5 Such a termination by Commission may be, subject to the Dispute Resolution Procedure, as determined by Commission in its sole judgment: (i) a termination with respect to one or more of the components of the System Software; (ii) a termination of any part of Exhibit A, Statement of Work, relating to the System Software, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if Commission believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to Commission of the System as a whole, the entire Contract. In the event of a termination under this Subparagraph 8.63.5, Commission shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by Commission under this Contract for the component(s), System Software, Service(s), Deliverables(s), milestone(s), and/or System as to which the termination applies, or, if the entire Contract is terminated, all amounts paid by Commission to Contractor under this Contract. If the termination applies only to one or more System Software or System component(s), at Commission's sole option, any reimbursement due to it may be credited against other sums due and payable by Commission to Contractor. The foregoing is without prejudice to any other rights that may accrue to Commission or Contractor under the terms of this Contract or by law.

8.64 DATA ENCRYPTION

Contract and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section

1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

8.64.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

8.64.2 Transmitted Data

All transmitted (e.g. network) Commission PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

8.64.3 Certification

The Commission must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply

with any of the provisions of this Section 8.64 (Encryption) shall constitute a material breach of this Contract upon which the Commission may terminate or suspend this Contract.

8.65 INTEGRATION/INTERFACING

Contractor shall be responsible for developing and delivering the Interfaces, identified in Exhibit A - Statement of Work as part of the System Software. If the System Software is to be integrated/interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements and Work Product, the System Software shall not be deemed to have achieved Final Acceptance by Commission until the System Software and such other systems have been successfully integrated/interfaced and accepted by Commission in accordance with the terms of this Contract. For example, if Contractor is to provide System Software consisting of multiple modules or that includes enhancements, including Work Product, to the System Software, Commission's acceptance of the System Software, any individual module or enhancement shall not be final until Commission accepts all of the System Software and modules or enhancements integrated/interfaced together as a complete system resulting in the System, including the operation of the System Software on all equipment required for its use in conformance with the terms of this Contract. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with any System Software.

8.66 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the term of this Contract, Contractor may receive access to Commission's software, computers, equipment, and electronic communications systems (in this Paragraph 8.65, Commission systems), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such Commission systems are intended for legitimate business use related to Commission's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and Commission in the use of or access to Commission systems and that all communications made with such Commission systems or

equipment by or on behalf of Contractor are subject to Commission's scrutiny, use, and disclosure, in Commission's discretion. Commission reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic Commission systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by Commission. This also includes, without limitation, any electronic communication system that has been used to access any of Commission systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to Commission), to protect Commission Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and Commission. Commission reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on Commission systems. Contractor also acknowledges that Commission reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto Commission property or used to access Commission Confidential Information or Commission systems.

8.67 CONTINUOUS SYSTEM SOFTWARE SUPPORT

If Contractor assigns this Contract, is acquired, or is otherwise controlled by another individual or entity (collectively referred to as a **Successor Event**), such individual or entity shall provide Maintenance and Support Services in accordance with this Contract for at least five (5) years following the Successor Event, unless otherwise agreed to in writing by Commission. After such five (5) years or, if subsequent to the Successor Event, the System Software is not supported to at least the same level that Contractor supported the System Software prior to the Successor Event, because, for example, Contractor's assignee chooses to support other products with similar functions or does not otherwise properly staff the support for the System Software, Commission, at its sole option, may elect to transfer the license of the System Software,

without cost or penalty, to another similar product (**Replacement Product**) within Contractor's assignee's or successor's product offering. For purposes of this Paragraph 8.67, Continuous System Software Support, the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Contract) ratifies this Contract. All terms and conditions of this Contract shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if Commission elects to transfer this license to a Replacement Product: (a) Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to Commission, at its option; (b) Any and all software offered separately and needed to fulfill the original System Software's level of functionality shall be supplied by Contractor's assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees; (c) Any services required for implementation of the Replacement Product shall be provided by Contractor's assignee or successor without additional cost or penalty; (d) Contractor shall provide to Commission reasonable training for purposes of learning the Replacement Product at no cost to Commission; (e) All license terms and conditions shall remain as granted herein with no additional fees imposed on Commission; and (f) The definition of System Software shall then mean and include the Replacement Product.

8.68 TIME IS OF THE ESSENCE

Time is of the essence with regard to Contractor's performance of the Services.

8.69 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and

binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

8.70 SEVERABILITY

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

8.71 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract shall be construed to have been drafted by all parties such that any ambiguities in this Contract shall not be construed against either party.

8.72 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Contract, the Contractor and Commission do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract, except that this provision shall not be construed to diminish the Contractor's indemnification obligations hereunder.

8.73 SURVIVAL

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

Paragraph 5.5 (No Payment for Services Provided Following Expiration/Termination of Contract)

Paragraph 7.7 (Confidentiality)

Paragraph 8.6 (Compliance with Applicable Law)

Paragraph 8.24 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.26 (Indemnification)

Paragraph 8.27 (General Provisions for All Insurance Coverage)

Paragraph 8.28 (Insurance Coverage)

Paragraph 8.34 (Dispute Resolution Procedure)

Paragraph 8.41 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.52 (Effect of Termination)

Paragraph 8.60 (License)

Paragraph 8.72 (No Third Party Beneficiaries)

Paragraph 8.73 (Survival)

9.0 UNIQUE TERMS AND CONDITIONS (each if applicable)

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the Commission's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles Commission Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Commission official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and

which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

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

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the Commission's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles Commission Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Commission official or employee for the purpose of influencing the certification or

denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If the Contractor has obtained the Commission certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

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

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

9.3 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the Commission's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles Commission Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain,

or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Commission official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

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

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SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____
Monique King-Viehland
Deputy Executive Director

HKA GLOBAL, INC.

By_____
Gino Wideen
Senior Vice President

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By_____
Behnaz Tashakorian
Senior Deputy County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By_____
Matthew Fortini
Director

STANDARD EXHIBITS

- EXHIBIT A - Statement of Work
- EXHIBIT B - Pricing Schedule
- EXHIBIT C - INTENTIONALLY BLANK
- EXHIBIT D - Contractor's EEO Certification
- EXHIBIT E - Commission's Administration
- EXHIBIT F - Contractor's Administration
- EXHIBIT G - Form(s) Required at the Time of Contract Execution
- EXHIBIT H - Jury Service Ordinance
- EXHIBIT I - Safely Surrendered Baby Law
- EXHIBIT J - Defaulted Property Tax Program
- EXHIBIT K - Information Security and Privacy Requirements
- EXHIBIT L - Contractor Acknowledgment, Confidentiality, And Copyright Assignment Agreement
- EXHIBIT M - Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
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EXHIBIT A –

Statement of Work

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 General Background

The Community Development Commission of the County of Los Angeles (**Commission**) is the County's community development agency for all unincorporated areas of the County. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement in low and monderate income areas.

The Construction Management Unit (**CMU**) within the Community Development Division of the Commission is seeking a Business Process Software (**BPS**) consultant (**Consultant**) to provide services to replace the Commission's existing project tracking software and database (**Tracker**) which tracks up to 65 construction projects and up to $100 million in value annually. As described in this Statement of Work (**SOW**), the new project tracking software and database (**PTSD**) will include the functionality of some Tracker modules, the deletion of other modules and additional functionalities currently not available in Tracker, including: user-friendly access and selection screens, an electronic service request, integration of a companion program database, labor compliance monitoring and electronic bidding, and additional modifications are included in this Statement of Work (**SOW**). In addition, the Contractor will be required to map all current business operations and future enhancements. The Contractor will also assist the Commission in the data migration of some or all of the Tracker database.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor must provide qualified and experienced personnel to perform all work in accordance with this SOW.

2.2 The Contractor shall provide technical support from 7 a.m. - 5 p.m. Pacific Standard time with off hours support available as necessary with the ability to provide remote support.

2.3 The Contractor shall provide an On Premise PTSD Solution (Solution) as an web-based software tools.

2.4 The Contractor shall provide timely and clean (bug free) updates to software.

2.5 The Contractor shall have the ability to perform software customizations with a predefined labor rates set out in a rate schedule.

2.6 The Contractor shall provide Internet website support for system configuration documentation, data dictionary, FAQ's and knowledge base, training material, forums, submittal of service requests, and system updates/downloads.

2.7 The Contractor shall provide a on premise solution that will meet the Commission's PTSD Solution as specified in the following Section 3, Specific Requirements.

2.8 The Contractor shall provide a Solution software license.

2.9 Provide the Solution annual subscription maintenance;

2.10 The Contractor shall demonstrate the availability and technical capability to provide a highly secure hosting infrastructure with Tier 4 Internet Data Centers for access to the PTSD Solution;

2.11 The Contractor shall provide Advanced Intrusion Detection and Firewall;

2.12 The Contractor shall demonstrate availability to offer PTSD Solution Consulting services;

2.13 The Contractor shall provide Software as a Service (SaaS), in either a shared or dedicated environment that can provide the Commission with the benefits of a round-the-clock data center;

2.14 The Contractor shall provide a Service Level and Warranty Agreement (See Exhibit O);

2.15 The Contractor shall provide an assessment of the customer's current PTSD infrastructure readiness to transition to the On Premise PTSD Solution;

2.16 Integrate the County's Active Directory Federation Service;

2.17 The Contractor shall train Commission staff on the Solution methodology and use and general maintenance of the Solution.

3.0 SPECIFIC REQUIREMENTS

3.1 **Database and Technical Requirements**

The Contractor shall provide the following required database and technical products and capabilities:

- Clearly define database layouts and data dictionary.
- Clearly defined infrastructure, server, workstation and network resource requirements.
- Ability to perform data maintenance and system updates quickly with minimal to no impact on users daily activities.
- Data archiving utilities for the purpose of keeping large databases performing at optimal levels.
- Real-time utilities to monitor who's logged into the database, troubleshoot errors and monitor system performance.
- Open/Standard Architecture
    - The Solution should be built and based on a standard Microsoft architecture

- Database Management System (**DBMS**) should be Microsoft SQL/Server 2012 or 2014.
    - Any and all schemas should be normalized for easy integration with other systems.
    - Entity relationship diagrams for ease of integration
        - should be provided if proposing an existing system
        - should be a deliverable if proposing to develop a new system
- Front-end applications should be built using Microsoft .Net technology
    - Team Foundation Server (TFS) is used for all CDC applications' configuration management
- System should be scalable
    - for building on new functionality in future development phases
    - for adding additional user groups, including external users via portal(s)
    - for integration with other (internal or external) systems

- Mapping
    - The Contractor shall provide user documentation that corresponds to the specific version installed with updates as needed.

3.2 **Required Functionalities**

The Contractor shall provide the following required functionalities:

- Individual as well as group security features available by system function or user/group responsibilities by module, screen, and/or specific fields where needed with reports identifying the security setup for the organization, including allowed and denied access for each user and applicable modules. For example, the Commission may have a group of staff who are only responsible for handling inspections. In this case, the system security should be flexible enough to grant only the functional access necessary for this group to perform their duties. An Inspector would have a different role in the system and thus different permissions than someone in Labor Compliance staff. The Solution's role-based security should allow for these nuances so that the Agency can control access points relative to function.

3.3 **Required Modules and Functionalities**

The contractor shall provide the following:

3.3.1 **Service Request (Exhibit 1)** (New Module/Functionality)

The Commission currently does not have an electronic service request in the Tracker system but requires that the proposed solution include this function into the PTSD. The service request function allows clients to request services provided by the construction management unit. Once all the fields listed below are completed by our client, there will be an option to submit the completed service request to the appropriate personnel via e-mail. If mandatory fields from the list below are not completed, the service request will not be able to be submitted. Information entered into the service request shall be linked to other modules of the PTSD, i.e.

Project Number, Project Name, Project Manager, etc. The service request will include information such as:

- Requesting Division
- Project Number
- Project Name
- Project Manager
- Project Site
- Project Address
- Contractor Information
- Developer Information
- Number of Units
- Obligation Date
- Expenditure Deadline
- Construction Type
- Project Type
- Project Fund Source
- Project Fund Use
- Fund Source for Construction Management Unit
- Scope of Work
- Environmental Clearance
- Form History
- Comments

The PTSD should be able to use the data in the service request to populate like fields throughout the PTSD so that redundant entry of this data is not necessary.

3.3.2 **Project Setup** (Existing Modules/Functionalities)

3.3.2.1 **Setup Wizard (Exhibit 2)** (Existing Module/Functionality)
Staff use the setup wizard to setup projects with general project information. The creation of the service request would eliminate this step or greatly reduce the need for it.

3.3.2.2 **Task Wizard (Exhibit 3)** (Existing Module/Functionality)
The task wizard currently stores scheduling templates that link to Microsoft Project. There are various scheduling templates that the Commission uses depending on the project type. By selecting a template from the list, the scheduling template is imported to Microsoft Project. This function will remain as part of the PTSD.

3.3.3 **Project Budget**

3.3.3.1 **Budget Analyzer/Setup Wizards (Exhibit 4)** (Existing Module/Functionality)
Staff use the Budget Analyzer's to enter the expense categories and funds for the project, and to distribute funds for one or more budget years

3.3.3.2 **Budget Review (Exhibit 5)** (Existing Module/Functionality)

This module pulls budget information from the Budget Analyzer so that staff can view the project budget in various formats such as by:

- Category
- Funding Source
- Year
- Category and Year
- Fund and Category
- Task
- Spent Amount

3.3.4 **Project Management**

3.3.4.1 **Project General Data (Exhibit 6)** (Existing Module/Functionality) Staff enters the following general information into the PTSD. Those data fields that overlap data fields filled out in the service request or any other module should populate automatically to eliminate redundant and possibly inaccurate information.

- General Information
  - Project Number
  - Project Name
  - Project Manager
  - Project Site
  - Project Address
  - APN
  - Contract Amount
  - Contractor Information
  - Developer Information
  - Number of Units
  - Obligation Date
  - Expenditure Deadline
  - Construction Type
  - Project Type
  - Project Fund Source
  - Project Fund Use
  - Fund Source for Construction Management Unit
  - Scope of Work
  - Environmental Clearance
  - Prevailing Wage
  - Project Start
  - Project Completion
  - Project Status
  - Percent Complete
  - Comments
  - Team Members
    - Project Manager Name
    - Inspector Name
    - Labor Compliance Officer (**LCO**)Name

3.3.4.2 **Project Authorization List (Exhibit 7)** (Existing Module/Functionality)
This module must have a drop down list of the persons that have to authorize the project's payment documents so that a Project Manager or PTSD administrator can identify those persons who have such authority for each individual project.

3.3.4.3 **Project Activity Logs**

- Activity Logs **(Exhibit 8)** (Existing Module/Functionality)
  In this module , a project manager can log project activities such as milestones, pending actions, or project forecasts. Once an activity is logged, the module will store a list of the saved activities in chronological order by date which can then, if necessary, be printed or transmitted electronically as a report.

- All Project Logs **(Exhibit 9)** (Existing Module/Functionality)
  This module is a list of logs from all team members including project managers, inspectors, and labor compliance officers.

3.3.4.4 Project Attachments **(Exhibit 10)** (Existing Module/Functionality)
This features allows attachment files, such as consultant contracts, Notice to Bidders, bid documents, plans, pictures in an organized template, Notices to Proceed, etc.

3.3.5 **Financial Management**
The modules in this link are used to generate contracts, progress payments, change orders, check requests, and schedules of values.

3.3.5.1 **Contracts** (Existing Module/Functionality)
Allows staff to:

- Create/Edit Schedule of Values from a bid **(Exhibit 11)**
- Board Approved Data **(Exhibit 12)**
- Delete Contracts – Administrator rights only **(Exhibit 13)**
- Produce Contract Summary Reports **(Exhibit 14)**

3.3.5.2 **Progress Payments** (Existing Module/Functionality)
Allows staff to:

- Create/Edit Progress Payments – The project inspector and project managers will use this module to create progress payments for contractors and consultants which include the following information:
  - Project general information **(Exhibit 15)**
  - Progress payment details/Schedule of values including a function to calculate retention, payment holds, change orders, and payment balances.
  - Review project authorization list **(Exhibit 16)**
  - View change order line items, if necessary
  - Access the Progress Payment Hold Link allowing a labor compliance officer to place a dollar amount or percentage

of payment hold on the progress payment. The following screen shots are attached:

- Labor Compliance Hold Link **(Exhibit 17)**
- Hold Release
- Progress Payment Approvals **(Exhibit 18)**
- Progress Payment Forms
  - Request for progress payment **(Exhibit 19)**
  - Progress Payment Breakdown **(Exhibit 20)**

3.3.5.3 **Change Orders** (Existing Module/Functionality)

Allows staff to:

- Create/Edit Change Orders **(Exhibit 21)**
  - Change Order Details include but are not limited to:
    - Change Order Description
    - Change Order Amount
  - Authorization List **(Exhibit 22)**

3.3.5.4 **Contract Ledger (Exhibit 23)** (Existing Module/Functionality)

A ledger that summarizes and calculates all progress payments, change orders, retention payments, holds, and remaining balance to include but not necessarily limited to:

- Progress Payment Number
- Change Order Number
- Release Number
- Document Description
- Entry Date
- Check Request Date
- Current Contract Amount
- Stop notice holds
- Change Order Amount
- Progress Payment Earned
- Retention Withheld
- Compliance Amount
- Progress Payment Made
- Encumbrance Balance
- Lien Release Forms – From the contract ledger module, User will be able to print out the necessary lien releases for the progress payments. **(Exhibit 24)**
  - Conditional waiver and release upon progress payment **(Exhibit 25)**
  - Unconditional waiver and release upon progress payment **(Exhibit 26)**
  - Conditional waiver and release upon final payment **(Exhibit 27)**
  - Unconditional waiver and release upon final payment **(Exhibit 28)**

3.3.5.5 **Check Requests (Exhibit 29)** (Existing and New Module/Functionality)

Once a progress payment is generated in the PTSD, the new system will facilitate the creation of an electronic check request that will be communicated through integration with the Commission's ERP (PeopleSoft) system.

- The system will provide a form for entry of all information required by PeopleSoft for:
  - Progress payment check request
  - Retention release check request
- The system will communicate information through automated (web) services to/from PeopleSoft.
- The system will notify the accounts payable division that a payment is in the process of getting approved and released.
- The system will provide Summary Reports.

3.3.6 **Inspections** (Existing Module/Functionality)

3.3.6.1 **Inspection Reports** (Existing Module/Functionality)
Inspectors log their daily site observations in this module. (**Exhibit 30**)

3.3.6.2 **Project Attachments** (Existing Module/Functionality)
Inspectors attach pictures here from their site visits and inspections. (**Exhibit 31**)

3.3.7 **Labor Compliance**

3.3.7.1 **Labor Compliance Activity Log** (Existing Module/Functionality)
Allows LCO's to:

- Enter data and view the Activity Log (**Exhibit 32**)
- Enter data and view the:
  - Violation Reports (**Exhibit 33**)
  - Contractor Activity Report (**Exhibit 34**)
  - Violation Status Report (**Exhibit 35**)

3.3.7.2 **Subcontract Information** (Existing Module/Functionality)
Allows LCO's to

- Create/Edit Subcontractor Information (**Exhibit 36**)
- Enter and view Subcontractor Reports (**Exhibit 37**)

3.3.7.3 **Progress Payments** (Existing Module/Functionality)
Allows LCO's to:

- Approve Progress Payments (Exhibit 38)
- Fill out Progress Payment Release Forms including the
  - Labor Compliance Progress Payments Release (**Exhibit 39**); and
  - Labor Compliance Retention Release (**Exhibit 40**)
- Apply Holds from Progress Payments (**Exhibit 41**)
- Release Holds from Progress Payments (**Exhibit 42**)
- Generate Progress Payment Reports
- Produce Labor Compliance Forms

- Complete HUD Reports

3.3.8 **Reports** (Existing Module/Functionality)

- Project Summary Report (**Exhibit 43**)
- Report by Project Manager
- Report by Project Type
- Report by Fund Source
- Project History Activity Logs
- History Records Report
- Projects History/Activity Log
- All Projects Log
- Project Activity Report
- Contract Status Report
- Project Summary Report
- CPM Schedule Status Report
- CMU Project Executive Summary
- CMU Project/Contract Executive Summary
- District Status Report
- Project Data Summary Report
- Project General Information Report
- Project Timelines/Milestone's Report
- Board Related Contract Information
- Project Units Report
- Project Timeline/Milestones
- Project Descriptions for Capital Fund Reports
- Change Orders
- Progress Payment and Change Order Reports
- Inspection Reports

3.3.9 **Microsoft Project** (Existing Module/Functionality)
Microsoft Project timelines and milestones will need to be integrated into the PTSD. (**Exhibit 44**)

3.3.10 **Project Search and Selection** (Existing Module/Functionality)
Tracker allows staff to search and select a project by project number, project name, or project address. PTSD will also include this functionality (**Exhibit 45**)

3.3.11 **Business Process Software Navigation** (New Module/Functionality)
PTSD should have a home page that will have user friendly links to functionality relating to units which include modules such as project management, inspections, or labor compliance. (**Exhibit 46**)

3.3.12 **PeopleSoft** (New Module/Functionality)
The PTSD must integrate with the Commission's ERP system and, in particular, PeopleSoft (FSCM) Financials module to push and/or pull budget, project, cost or other financial information from and/or to the PTSD.

3.3.13 **Data Migration**
Upon the Commission providing clean data, the Consultant shall provide a successful data conversion from current Tracker system to the PTSD.

3.4 **Integrate with other software systems:**
The Contractor shall provide the following:

3.4.1 **Peoplesoft** (New module/functionality)
Proposer must include a plan how PTSD will integrate to PeopleSoft. PeopleSoft is the Commission's Enterprise Resource Planning (ERP) software for procurement, human resources and financial systems. The contractor must be able to integrate with the PeopleSoft financials module (Financial and Supply Chain Management – FSCM) for invoice/progress payment processing and project procurements.

3.4.2 **Laserfiche** (New module/functionality)
The Commission requires integration with its Enterprise Document Mangement system, Laserfiche Rio, so that all documentation produced via the Business Process Software will have the ability to be archived and managed for records retention.

3.4.3 **Residential Sound Insulation Database** (New module/functionality)
CMU currently uses an out-of-date Microsoft Access program for tracking and processing residential properties and units outside of Tracker for its Residential Sound Insultation Program that sound insulates home within the LAX flight path. This database and program must be folded into the PTSD.

3.5 **Tasks and Deliverables**

3.5.1 **Task 1 - Project Planning**

- Throughout the term of the Contract, under the direction of the Commission's Project Manager, Contractor shall provide full project management and control of project activities for all phases of the project including, but not limited to:

  A. Contractor staffing and personnel matters;
  B. Management of Contractor technical staff;
  C. Planning and direction;
  D. Evaluation of results and status reporting;
  E. Error reporting and status throughout the project, to include a clearly defined matrix Severity Level Definitions plan;
  F. Incorporation of the Commission's functional and technical requirements;
  G. Incorporation of required software modifications; and
  H. Version control throughout the project with documentation of changes including dependencies and functional impact;

- Contractor will not be responsible for the performance of Commission personnel. However, Contractor shall coordinate with the Commission's Project Manager to ensure that all tasks, subtasks, deliverables, goods, services and other work are performed in a timely manner.

3.5.1.1 **Subtask 1.1 – Develop and Present Project Control Document**

- Contractor shall develop a Project Control Document (PCD). Specifically, Contractor shall address each task and subtask to be performed during the design development, implementation, operation and support of the on-line Solution in the PCD. Contractor shall formally present the PCD in writing to the Commission for approval within fourteen (14) business days of contract signature.
- Contractor shall update the PCD on a monthly basis with the exception of the detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are made. The Commission Project Manager must review and approve all updates to the PCD, Detailed Work Plan, Milestone Chart and Risk Management sections.

3.5.1.1 Deliverable 1.1

Contractor shall provide the Commission with a PCD within 14 business days of contract signature. This document shall be updated and maintained throughout the life of the project. The PCD shall include, without limitation, the following components:

A. Assumptions – A listing of all relevant assumptions made in the development of the detailed work plan. All estimated assumptions which have been calculated must be clearly documented here.
B. Change Management Process – A description of the change management process that will be used in order to mitigate any negative impact on the Commission as a result of Solution implementation and ongoing enhancements.
C. Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks (e.g. status meetings, etc.), and the date and time of such meetings.
D. Detailed Work Plan – A detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.
E. Deliverables List – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each

task and subtask, including a paragraph description of each Deliverable.

F. Escalation Procedures – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for decision-making and conflict resolution.
G. GANTT Chart – A chart showing the tasks, subtasks, milestones, critical path, and dependencies organized by Deliverables, as appropriate, and in accordance with the Detailed Work Plan.
H. Milestone Chart – A list of key project Milestones, including Deliverables, the target completion date and action completion date.
I. Project Scope and Objectives – A brief statement of the scope and objectives of the project.
J. Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the Commission's project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
K. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
L. Solution Description – A brief statement describing the basic functionality and related components.
M. Testing Strategies – A description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
N. Training Strategies – A description of the training approach addressing technical training, end-user training and train-the-trainer for Commission staff.
O. User Manual/Online Help Function

3.5.2 **Task 2 – Project Management**

- Under the direction of the Commission's Project Manager, Contractor shall provide full project management and control of project activities for the implementation phase of the project. Full project management shall include, but not be limited to:

A. Planning and direction;
B. Evaluation of results and status reporting;
C. Incorporation of the Commission's business processes, security and technical requirements;
D. As applicable, incorporation of required software modifications;
E. Management and tracking of all issues and their resolution; and
F. Management the change control process

- Commencing from the contract signature date, Contractor's Project Manager shall provide written weekly status reports to the Commission's Project Manager and conduct onsite or remote meetings on a weekly basis until final acceptance. The status reports will compare actual progress for the preceding week with the detailed work plan, and address any variances and work schedule for the following period.

- As part of project management, Contractor shall ensure that the Commission realizes the maximum benefit from the Solution provided by Contractor. The Project Status Report prepared by Contractor pursuant to this task, shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

3.5.2.1 **Deliverable 2.1**

Contractor shall prepare and present to the Commission's Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. Contractor shall meet with the Commission's Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status meeting. Subsequent to the Commission approval of variances, Contractor shall update the Detailed Work Plan, Milestone Chart and Risk Management sections of the Project Control Document to reflect the changes and send an updated copy of those sections to the Commission's Project Manager within five (5) business days. Although weekly status meetings will be required, it is anticipated that coordination between Contractor's Project Manager and the Commission's Project Manager will occur on a more frequent basis.

The first status report shall be presented to the Commission's Project Manager fourteen (14) calendar days following contract signature, in the following format:

A. Period covered by the report;
B. Tasks scheduled for completion which were completed;
C. Tasks scheduled for completion which were not completed;
D. Tasks not scheduled for completion which were completed;
E. Tasks scheduled for completion next reporting period;
F. Issues resolved;
G. Issues to be resolved with recommended Solution; and
H. Summary of project status as of reporting date.

3.5.3 **Task 3 – Business Process Review**

3.5.3.1 **Subtask 3.1 - Analyze and Validate General, Functional and Technical Requirements**

Contractor shall conduct a thorough analysis and validation of the Commission's SOW for On Premise Solution, functional and technical requirements as they pertain to the PTSD. This shall be accomplished by:

A. Reviewing the general, functional and technical requirements;
B. Reviewing all other pertinent material; and
C. Conducting clarification sessions with Commission's staff and the Commission designated key users of the Solution to ensure mutual understanding of the requirements.

Following the analysis and validation of the Commission's functional and technical requirements, Contractor shall identify business process improvement opportunities.

3.5.3.2 **Deliverable 3.1**

Upon completion of the business analysis and validation, Contractor shall submit a summary report documenting its understanding of the general, functional and technical requirements, and business process improvement opportunities. Any additional requirements identified beyond those specified in this SOW or in the Exhibits, Requirements will be analyzed and documented. These additional requirements, if any, will be subject to the change control process (see Appendix A, Required Contract, Section 8.0, Standard Terms and Conditions) and will result in an agreed-to, final set of Requirements Appendices.

Contractor shall develop a Requirements Traceability Matrix (RTM) as part of this Section 3.5.1.1 Deliverable Subtask 3.1. Contractor shall incorporate the RTM document as an Appendix to the PCD (Section 3.5.1.1 Subtask 1.1 – Develop and Present Project Control Document).

The RTM document is created by associating the requirements with the work products (the baseline and configured application components) that satisfy them. Subsequent acceptance tests will utilize the RTM, and the product tested to meet the requirement.

The RTM and associated tests shall be designed to provide reasonable assurance to the Commission and Contractor that the completed effort meets the user requirements as specified in the agreed-upon final Appendix C, Requirements, and Contractor's proposed Solution.

3.5.4 **Task 4 – Solution Setup**

3.5.4.1 **Subtask 4.1 – Recommend Hardware and Network Configuration**

The accepted design calls for the application to be On-Premise, Contractor shall provide detailed Infrastructure recommended configurations to provide recommended optimal Solution performance and capability for integration with in-house Commission systems.

3.5.4.2 **Deliverable 4.1 – Solution Infrastructure Certification**

Contractor shall certify in writing that the recommended On Premise Infrastructure configuration will, during the term of this Contract, satisfy the applicable functional requirements.

3.5.4.3 **Subtask 4.2 – Solution Implementation**

Contractor shall develop a deployment plan for the implementation of the Solution, which shall, without limitation:

1) Identify the technical configuration for Solution implementation for Production Use;
2) Identify operating Solution requirements for the Solution;
3) Identify method of accessing the Solution remotely;
4) Verify that installed Solution is operational;

Upon Commission's approval of the Deployment Plan, Contractor shall implement the Solution as necessary to satisfy the functional requirements, consistent with the timeframes set for in the PCD.

3.5.4.4 **Deliverable 4.2 – Successfully Implemented Solution**

Contractor shall provide to the Commission a written Implementation Report and certification, including, without limitation, documentation on the Solution setup and basic software troubleshooting, to certify that all the Solution has been successfully installed and is operating properly.

3.5.4.5 **Subtask 4.3 Configuration Review Sessions**

Commission project staff will review the configuration effort at check points that will be agreed to by both the Commission's Project Manager and Contractor's Project Manager, as specified in the PCD. These check point reviews will be used to determine if the effort is on schedule and meets the user requirements.

3.5.5 **Task 5 – Solution Tests**

Following completion of successful installation of the requisite Solution and mobile device load by Contractor, Contractor, with assistance from the

Commission, where applicable, shall perform all Solution tests, including, but not limited to, Acceptance tests.

3.5.5.1 **Subtask 5.1 – Develop Solution Test Plan**

Contractor shall prepare a test plan and test cases, for all Solution tests including module test, integration test, stress test, and regression test. Among other items, the Solution test plan shall include the components listed below:

A. Introduction;
B. Assumptions;
C. Solution test plan;
D. Solution test objectives;
E. Solution test acceptance criteria;
F. Solution test schedule;
G. Responsibilities;
H. Resource requirements;
I. Procedures;
J. Test cases;
K. Performance tests; and
L. Disaster recovery tests.

3.5.5.2 **Deliverable 5.1**

Contractor shall develop a comprehensive test plan and submit to the Commission for approval.

3.5.5.3 **Subtask 5.2 – Conduct Solution Tests**

Contractor, with assistance from the Commission where applicable, shall perform each of the Solution tests according to Commission-approved Solution test plan. A Solution test shall be completed and accepted only upon Commission approval. All Solution tests shall be repeated as necessary in order to reach acceptance.

Prior to commencing tests, Contractor shall create a controlled test environment. Contractor, in conjunction with the Commission, shall thoroughly test the components of the Solution and related procedures and controls in this test environment. All Solution functionality shall be successfully executed at least once with no subsequent modifications to the entire business process during the Solution tests prior to Commission rendering its approval and acceptance. Solution test data shall be developed for testing functionality with the execution of the test script.

Additionally, Contractor shall introduce test data that exercises logic to handle “out-of-norm” conditions.

Contractor shall document the expected results of each Solution test script prior to running the Solution test and shall resolve all differences in the Solution Test results. Contractor shall present

documentation that confirms the resolution of the Solution test results variances to the Commission's Project Manager for approval prior to continuing with the Solution test.

3.5.5.4 **Deliverable 5.2 – Solution Test Results Report**

Contractor shall achieve Solution acceptance by reviewing, with the Commission, all documentation and project results, against pre-defined acceptance criteria. Contractor shall achieve Solution acceptance in accordance with the Acceptance Test Plan (ATP), subject to a 60-day period of operation without deficiencies greater than severity level 4 (see below, Section 5, Definitions - Severity Level Definitions). Solution Administration and reporting tools shall be tested separately.

3.5.6 **Task 6 – Data Migration**

3.5.6.1 **Subtask 6.1 – Acquire data from Commission**

Contractor shall work with the Commission to acquire and import devices from a data source identified (delimited file, csv, sql database)

Once the information has been acquired from Commission, Contractor shall load the device data into the Solution, and perform the necessary tests to ensure the information is structured properly and can be used to meet the functional requirements.

Subsequent to Solution implementation, Contractor may, on a quarterly basis, work with the Commission to updated devices and related information pertaining to the device.

3.5.6.2 **Deliverable 6.1 – Successfully Loaded Data**

Contractor shall provide to Commission a written Data Load Report and Certification. This Report and Certification shall serve as documentation that all of the necessary data has been loaded into the Solution, and can be used to meet the functional requirements.

3.5.7 **Task 7 – User Acceptance Test (UAT)**

Contractor shall assist the Commission in preparing UAT Plan for the UAT, which shall include, but not be limited to:

A. Detailed descriptions of the purpose and expected results of each UAT;
B. Test scripts;
C. Testing objectives;

D. Description of Contractor and Commission roles in performing the UAT; and
E. Problem Resolution Strategy.

The UAT Plan shall include a method for documenting and reporting compliance with Solution requirements and will identify the user roles to participate in the UAT.

3.5.7.1 **Subtask 7.1 – Conduct User Acceptance Test (UAT)**

The Commission and Contractor jointly will perform UAT. This test shall be performed with a simulated full load in test environment created by Contractor. There shall be several cycles of the test performed before UAT is completed. When UAT is completed, the Solution shall be deemed ready for implementation.

Results of the UAT shall be documented, reviewed, and approved in writing by the Commission. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the Commission's Project Director, and Contractor shall correct the deficiencies within five (5) calendar days from the date of notification. During this testing period, all personnel designated by the Commission's Project Director to participate in UAT shall have unlimited access to the Solution.

UAT shall not be considered completed until all functionality of the Solution has been successfully tested and the Commission's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the Commission, Contractor shall:

A. Provide a written proposed Solution and schedule that will satisfy all requirements. The proposed Solution is subject to the written approval of the Commission; and
B. Implement and test the proposed Solution until such time as the Commission provides written approval.

3.5.7.2 **Deliverable 7.1 – User Acceptance Test Results Report**

Contractor shall conduct and successfully complete UAT prior to Solution implementation. Contractor shall deliver to Commission a UAT Results Report within one (1) week of successful completion of UAT.

3.5.8 **Task** 8 - **Solution Training and Documentation**

3.5.8.1 **Subtask 8.1 – Train Staff**

Contractor shall prepare and implement a comprehensive training program, including, without limitation, any necessary training materials. The training program shall include training materials addressing technical training, end-user training and train-the-trainers (T3).

As part of the training, Contractor shall provide the designated Commission groups with extensive working knowledge of the Solution capabilities, training in the administration of the Solution, problem training to ensure users will become acquainted with error message, on-line support and corrective actions. Training data will be created and incorporated in the training manuals. For the purpose of training, Contractor shall create a training environment.

3.5.8.2 **Deliverable 8.1 – Trained Staff**

Contractor shall provide to the Commission a detailed plan for training staff on the use of the Solution. Contractor shall deliver training classes and training materials.

3.5.8.3 **Subtask 8.2 – Prepare and Provide User Documentation**

Contractor shall prepare user reference Documentation for all Solution provided by Contractor. This Documentation shall include, without limitation, manuals that shall provide the Commission with a comprehensive reference source of Solution functionality and data definitions. Contractor shall provide user reference Documentation in hard copy format, and in electronic format.

3.5.8.4 **Deliverable 8.2 – Solution Documentation**

Contractor shall provide to the Commission a comprehensive T3 training program, reference documentation of Solution functionality and data definitions, and technical support program. Contractor shall provide training materials to support on-going T3 training requirements. Documentation to support operation of the Solution and user reference will also be provided. Contractor shall deliver this documentation to the Commission in hard copy format and in electronic format. Contractor shall also deliver electronic links to any on-line help and documentation files for the Solution, if available.

This deliverable includes those activities associated with the delivery to the Commission of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and Solution-error resolution. Contractor shall provide these support services five (5) days per week, during normal business hours, Pacific Time.

3.5.9 **Task** 9 **– Solution Implementation**

3.5.9.1 **Subtask 9.1 – Prepare Technical Configuration and Solution Implementation Plan**

Contractor shall prepare a Solution installation plan that identifies, without limitation, the technical configuration required for the Solution to be installed for Production Use. As part of this subtask, Contractor shall, without limitation, identify all configuration settings required for the Solution.

3.5.9.2 **Deliverable 9.1 – Solution cutover and Installation Plan**

Contractor shall prepare and deliver to the Commission the installation plan, which shall, without limitation, identify the logistics, timing and technical configuration required for the Solution installation, legacy data migration and cutover of the Solution to production use.

3.5.9.3 **Subtask 9.2 – Perform Solution Cutover to Production Use**

Contractor shall prepare the Solution for Production use. As part of Solution cutover to Production use, Contractor shall, at a minimum:

A. Confirm that the Commission and Contractor have successfully completed all acceptance tests;
B. Confirm that on premise environment is fully operational; and
C. Transfer to Production environment the successfully tested Solution.

Completion of Subtask 9.2 shall constitute cutover to Production, and the Solution shall be in Production use.

3.5.9.4 **Deliverable 9.2 – Solution in Production Use**

Contractor shall complete the Solution Cutover to Production use. Upon completion of this Deliverable, the Solution shall be implemented in the Production environment on the Solution hardware, and the Solution shall be in Production use.

3.5.9.5 **Subtask 9.3 – Maintain Non-Deficient Solution in Production Use**

Contractor shall maintain the Solution in Production use with no deficiencies, as determined in the sole judgment of the Commission's Project Manager, for thirty (30) consecutive days following the Commission's written approval of Deliverable 9.2. Upon occurrence of a deficiency, Contractor shall correct such deficiency and restart the thirty (30) consecutive day cycle.

3.5.9.6 **Deliverable 9.3 – Non-Deficient Solution in Production Use**

Contractor shall provide to the Commission for approval documented results certifying that the Solution was maintained in Production use for thirty (30) consecutive days with no deficiencies pursuant to Section 3.5.9.5 Subtask 9.3. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by Commission Project Director in accordance with the procedures set forth in this Contract. Section 4 Definitions provided below at as an attachment describes the Severity Level Definitions.

3.5.9.7 **Subtask 9.4 – Conduct Post-Implementation Review**

Following Solution cutover to Production, Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the Solution implementation efforts. Contractor shall prepare and submit to the Commission a Post-Implementation Review Report, which shall evaluate the Solution cutover and implementation process and shall, at a minimum, include the following:

A. Comparison/analyses of actual versus planned completion of subtasks;
B. Anticipated versus actual resources required;
C. Business and Solution lessons learned;
D. Suggested guidelines for installation of future phases and enhancements;
E. Pitfalls to avoid in the future; and
F. User feedback.

3.5.9.8 **Deliverable 9.4 – Post Implementation Review Report**

Contractor shall deliver and present to the Commission's Project Manager a Post-Implementation Review Report prepared in accordance with Section 3.5.9.7 Subtask 9.4.

3.5.10 **Task 1 – Provide Maintenance and Support**

As part of the PTSD, the Contractor shall provide maintenance and support services in accordance with the requirements of this Contract. Maintenance and support services include services, but is not limited to consisting of updates, operational support, self-service capabilities, and help desk services, as requested by the Commission. Proposer must indicate as part of their offering in Exhibit D – Maintenance and Support.

As part of this SOW, the contractor shall provide the support and maintenance services described in the Appendix A, Required Contract, Exhibit O - Service Level Agreement and Warranty. If Contractor established a Service Level Agreement (SLA) with another government

entity, you may attach it as an additional document. The Proposer's submission of their established SLA does not replace the Commission's Service Level Agreement and Warranty Plan.

The operational Solution support shall commence upon start of the implementation activities and shall continue during the term of this Contract, if elected by the Commission. The Solution support services shall include, without limitation:

A. Support for Solution issues/problems;
B. Support for Solution upgrades, updates, new release, etc;
C. Support for Solution fixes, patches, etc; and
D. Access to knowledgeable Contractor personnel (i.e. Help Desk) who can answer questions on the use of the Solution or provide analysis on Solutions to operation problems the Commission may encounter.

3.5.10.1 **Deliverable 10 – Maintenance and Support**
Contractor shall provide maintenance and support services, consisting of maintenance services and operations Solution support, if elected by the Commission, in accordance with the requirements of this Contract during the term of the Contract.

3.5.11 **Task 11 – Post-Implementation Services**

3.5.11.1 **Subtask 11.1 – Provide Additional Training**
Contractor shall, upon written request by the Commission's Project Manager, provide additional training, including, without limitation, any necessary training material at the request of the Commission. The additional training program shall include training courses addressing technical training, end-user training and train-the-trainers for Commission's staff, end-users and trainers respectively.

As part of the training, Contractor shall provide the designated Commission groups with extensive working knowledge of the Solution capabilities, including, without limitation, any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrade, updates, Deficiency corrections as well as training in the administration of the Solution.

3.5.11.2 **Deliverable 11.1 – Additional Training**

For the purpose of conducting additional training, Contractor shall plan and create a training environment, unless otherwise elected by the Commission.

Contractor shall deliver training classes consistent with the classes described in the Commission approved plan and certify in writing that all training as described in Section 3.5.11. 1 Subtask 11.1 has been successfully completed.

3.5.11.3 **Subtask 11.2 – Provide Consulting Services**

Contractor shall, upon written request by the Commission's Project Manager, provide consulting services during the term of this Contract. Following the Commission's request for consulting services, Contractor shall submit to the Commission for approval a not-to-exceed, maximum fixed price. Contractor shall additionally submit an estimation of personnel hours to complete such consulting services. The Commission and Contractor shall agree to the SOW for the task, subtasks and deliverables to be performed and the maximum fixed price for such consulting services.

All consulting services by Contractor under this Contract shall be subject to the Commission's written approval in accordance with the terms of this Contract.

3.5.11.4 **Deliverable 11.2 – Commission Approved Consulting Services**

Contractor shall provide consulting services in accordance with Section 3.5.11.3 Subtask 11s.2 and certify in writing that the consulting services meet the requirements of the applicable SOW and the services standards set forth in this Contract.

3.5.11.5 **Subtask 11.3 – Prepare and Provide Additional Solution Documentation**

Contractor shall prepare and provide additional user reference documentation, including, without limitation, material that references any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrades, updates, and deficiency corrections. Contractor shall make additional user reference documentation available in hard copy format, if requested by the Commission, and in electronic format.

3.5.11.6 **Deliverable 11.3 – Additional Solution Documentation**

Contractor shall provide to the Commission comprehensive additional user reference documentation of Solution functionality and data definitions in accordance with Section 3.5.11.5 Subtask 11.3.

3.6 **MyLCM (Optional)**

3.6.1 The Contractor will provide myLCM solution at an additional negotiated cost between the Contractor and the Commission. The Commission shall have the option to select one of the following options:

3.6.1.1 Designated Users

3.6.1.2 Construction Volume

4.0 DEFINITIONS

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

4.1 **Annual Subscription:** shall mean a business model where the Comission will pay a subscription price to have access to the PTSD.

4.2 **Contract:** Shall mean agreement executed between Commission and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work for Appendix B.1 (On Premise Solution).

4.3 **Corrective Measures:** Commission 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 Commission, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency.

4.4 **Deficiencies:** As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to Commission: 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 Solution, in whole or in part, not performing in accordance with the provisions of the Required Contract, including the SOW, as determined by Commission Project Director, in Commission Project Director's sole discretion.

4.5 **Device:** Shall mean as a technology product (also known as a mobile, handheld computer or simply handheld) is a small, handheld computing device, typically having a display screen with touch input and/or a miniature keyboard

4.6 **Documentation:** Shall mean any and all written materials, including user manuals, quick reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and Solution designs and Solution design reviews that support the use and execution of Solution, including the Solution.

4.7 **Functional and Technical Requirements:** Shall mean the minimum requirements for the Solution as described in Appendix C – Functional and Technical Requirements. Such minimum requirements shall provide Specifications for installation of the Solution.

4.8 **Go-Live/Go-Live Date:** Shall mean that Contractor will achieve Go-Live on or before the date that is twenty-six (26) weeks from the date Commission issues its notice to proceed under this Required 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 Statement of Work; (b) successful implementation of all functions and features of all phases has been verified by Contractor; (c) Commission Project Director has provided Contractor with written approval, as evidenced by Commission 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").

4.9 **Performance Benchmark Verification:** Shall mean the process that is generally executed to determine how a system or sub-system performs in terms of responsiveness and stability under a particular workload. It can also serve to investigate, measure, validate or verify other quality attributes of the Solution, such as scalability, reliability and resource usage.

4.10 **Production Use of the Solution:** Shall mean the following installation of hosted environment by the Contractor and prior to Final Acceptance by the Commission, the Commission shall have the right to use, in production mode, any completed portion of the Solution without any additional cost to The Commission where The Commission determines that it is desirable or necessary for The Commission operations. Such production use shall not restrict Contractor's performance under this Contract and shall not be deemed to be Contractor's achievement of Go-Live or Final Acceptance.

4.11 **Statement of Work (SOW):** Shall mean the Statement of Work, attached as Exhibit B.1 (Statement of Work – On Premise Solution) to this Required Contract.

4.12 **Software:** Shall mean the computer programs, including Third Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Contract, including any and all extensions and components provided from time to time.

4.13 **Solution:** Shall mean as Technology products that are already developed and are used throughout specific industry sectors.

4.14 **Software-as-a-Service (SaaS) or Subscription:** Shall mean the method of software delivery that allows the Commission to access from any device with an Internet connection and web browser. In this web-based model, software vendors will host and maintain the servers, databases and code that constitute an application.

4.15 **Tasks:** Shall mean one or more areas of work to be performed under this Contract and identified as a numbered Task in the SOW.

4.16 **Third Party Software:** Shall mean set forth in definition sub paragraph 4.12 (Software).

4.17 **User Acceptance Testing:** Shall mean User Acceptance Testing (UAT) consists of a process of verifying that a Solution works for the user.

5.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows:

COMMISSION

5.1 **Personnel**

The Commission will administer the Contract according to the Contract. Specific duties will include:

- Monitoring the Contractor's performance in the daily operation of this Contract.
- Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- Preparing Amendments to the Contract in accordance with the Contract.
- Providing a Project Manager or designated alternate as a day-to-day contact for the Contractor.

5.2 **Computer Training Room**

- The Commission shall provide access to the computer training room.

5.3 **Identification Badges**

The Commission shall furnish and require every on-duty employee of the Consultant accessing Commission property to wear a visible photo identification badge with the employee's name on it. This badge shall be displayed on employee's person at all times while the employee is on Commission designated property.

CONTRACTOR

5.4 **Project Manager**

- The Contractor shall have a Project Manager or other designated alternate available for daily contact with Commission staff. Contractor shall provide a telephone number where the Project Manager may be reached on normal Commission business hours and may be reached by cell phone outside of normal Commission business hours.
- The Contractor shall have its Project Manager act as a central point of contact with the Commission. The Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

- The Contractor shall give its Project Manager or alternate full authority to act for Contractor on all matters relating to the daily operation of this Contract. The Project Manager or alternate shall be able to effectively communicate both orally and in writing in English.

5.5 **Personnel**

The Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

5.6 **Materials and Equipment**

4.6.1 The Contractor shall purchase all materials/equipment necessary to provide the needed Services. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

4.6.2 The Commission will provide network account(s) and connectivity software to the Contractor, if necessary, to connect to the CDC infrastructure and, in particular, to the specific server environment establish for the proposed software as well as to the legacy Tracker application and database.

5.7 **Meetings**

The Contractor shall schedule and hold regular progress meetings at the Commission's discretion, onsite or remotely, for key project milestones throughout the project and deliver meeting minutes within a week to all attendees via email.

5.8 **Third Party Software**

The Contractor shall provide detailed information regarding any Third Party Software used by the proposed system or on which its functionality is dependent. In particular, provide information for any license purchases or maintenance agreements for said Third Party Software that the Commission will be responsible for.

5.9 **Training**

The Contractor shall provide user orientation and training to CDC staff as deemed necessary to ensure proper implementation of the PTSD.

5.10 **Technical Assistance and Maintenance**

The Contractor shall provide technical assistance Services.

The Commission shall be entitled to the following annual maintenance and technical services:

- Correction of errors
- Maintenance releases
- Product improvements & extensions
- Unlimited case logging (via web and telephone numbers designated by the contract)
- Phone Support is provided during office hours, 8:00 AM to 5:00 PM PT.

- Acceptance of the question/support issue posted and feedback is given on the same day or at most 24 hours from its posting.
- Web Site Support area provides the following services:
    - Licensing: this section is used to activate your copy of the software.
    - Support: technical support and case status tracking via web.
    - Knowledge-base: articles and training webinars mostly of a technical nature that include tips, tricks and best practice advice. Guidance to users on how to use the application. (If applicable)
    - Download: this area is for downloading the software itself, the documentation in various languages and also examples, demos, common drivers and utilities.
    - Mailing lists: users can subscribe to different mailing lists so that they are automatically notified when a new release of the software is published or when new articles are posted on the knowledge-base.

5.11 **Travel Expenses**

The Contractor shall be reimbursed for travel and related expenses in accordance with the Commission's Administrative Travel Policy as referenced in Exhibit 48 - Commission's Administrative Travel Policy (dated 11/29/10).

5.12 **Patent Rights**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

5.13 **Copyright**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or in behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

6.0 ADDITIONS AND DELETIONS

6.1 The Commission reserves the right to add or delete any of the above services during the term of the contract subject to mutual consent.

6.2 The Contractor shall have the capability to handle any increase or decrease in services. In the event that additional or fewer services are required, fees will be adjusted by negotiation between the Commission and the Contractor.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission that it will consistently deliver a high level of service throughout the term of the Contract. As part of its standard operating procedure, the Contractor will use one or more monitoring documents to assess each deliverable to insure a complete, high quality and error free deliverable. The monitoring documents should be in a checklist format listing the criteria and elements of the deliverable and identifying the expected outcome(s). Each document should include a sign off line for each criteria and element. It should also include space for any narrative required to explain deviations or provide clarifications. Before the Contractor

starts work on a deliverable, it will submit the related monitoring document(s) for Commission review and approval prior to starting work on the related deliverable. Upon completion of the deliverable, the monitoring document will be submitted with the deliverable with each criteria and element signed off by the Contractor staff authorized to do so.

At the start of this Contract, the Contractor and Commission staff will meet to identify all the deliverables and corresponding monitoring documents. Deliverables may include, and may not be limited to, the following: modules, functionalities, presentations, specific progress meetings, review stages, and milestones, such as the culmination of testing, training and implementation phases. The monitoring document will include, but not be limited to, the following:

- Deliverable:
  - Meets Scope of Work and Contract requirements;
  - Complies with guidance, standards, regulations, and laws;
  - Received prior approvals for any deviations from the Statement of Work;
  - Meets the Commission's needs;
  - Is fully tested (if not, provide narrative why);
  - Includes all required documentation;
  - Terminologies used are consistent with terminologies used throughout this project;
  - Has been proofread and spelling has been checked; and
  - Has been delivered on time (if not, provide narrative why and recovery schedule).

In the event that the Commission or Contractor identifies a potential issue with the PTSD, the contractor will provide a path of steps to resolve the issue. The Contractor will provide, in writing, a record which will include, at minimum, the following:

- The time a problem was first identified;
- A clear description of the problem;
- The range of feasible alternatives that were considered;
- The corrective action proposed and taken;
- A record of all inspections conducted by the Contractor to correct the issue;
- The time elapsed between identification of the problem and of the completion corrective action; and
- How the problem affects the schedule

8.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary

The Commission shall use a Performance Requirements Summary (**PRS**) chart **(Exhibit 47)**, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with

the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and will place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 8.45 - Termination for Convenience.

8.2 **Periodic Performance Reviews**

The Commission will conduct periodic reviews to evaluate the Contractor's performance. The Contractor's Project Manager will provide a report developed for the work required and how it's completed under the Contract.

8.3 **Contract Deficiency Notice**

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in

the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

8.4 **Commission Observations**
In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 INFORMATION AND PRIVACY SECURITY REQUIREMENTS (**Contract, Exhibit K**)
This sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, , and County Confidential information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in the Appendix A, Required Contract, Exhibit K (Information Security Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

Exhibits Table of Content
The following exhibits (Exhibits 1-48) show information that is listed, explained and referenced above. They also may show additional information not mentioned in the text but which is equally critical to include as part of the PTSD.

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Exhibit 1 Service Request

Requesting Division | Tracker # (click to generate)

Project Information

INSTRUCTIONS
1. Fill out information below and send to CMD Division Manager
2. CMD Division Manager approves and acknowledges the receipt of the service request and forward to supervisors.
3. Supervisors assigned team members for the project. CMD Client/Requestor, Supervisors, Grace T., and team members will be notified electronically.

Project Name | Project Manager
Proj Address | City | State | Zip
Contractor(s) | Add | Developer(s) | Add
# of Units 0 | Obligation Date | Expenditure Deadline
Construction Type: New Construction, Rehabilitation
Project Type: Multi-Family, SPH, Special Needs, Str'tscape, Comm'l/Stor Front, Others (Please specify:)
Project Fund Source: CDBG, HOME, Industry, Capital Fund, Tax Increment, 9% Tax Credits, 4% Tax Credits, Private, FAA, LAWA, Others (Please specify:)
Project Fund Use: Acquistion, Predevelopment, Construction, Infrastructure, Permanent
Fund Source for CMD: CDBG, HOME, Industry, Capital Funds, Tax Incr'et, Others (Please specify:)
Scope of Work
Environmental Clearance completed by CDC Environmental Officer (CDBG)? Yes No

Submit

Form History

Jonathan Lee	*12/26/2010 7:50:30 PM*	*Submitted*	*Please expedite. Estimated completion July 4th.*	*No email...*
Maureen Ng	*12/29/2010 8:20:47 AM*	*Reviewed/Pending Approval*		*No email...*
Grace T.	*1/12/2011 2:34:56 PM*	*Approved*	*Verified and confirmed.*	*No email...*

Comments

Optional Notification - Enter Email Address(es) (e.g. maureen.ng@lacdc.org; howard.lerner@lacdc.org;)

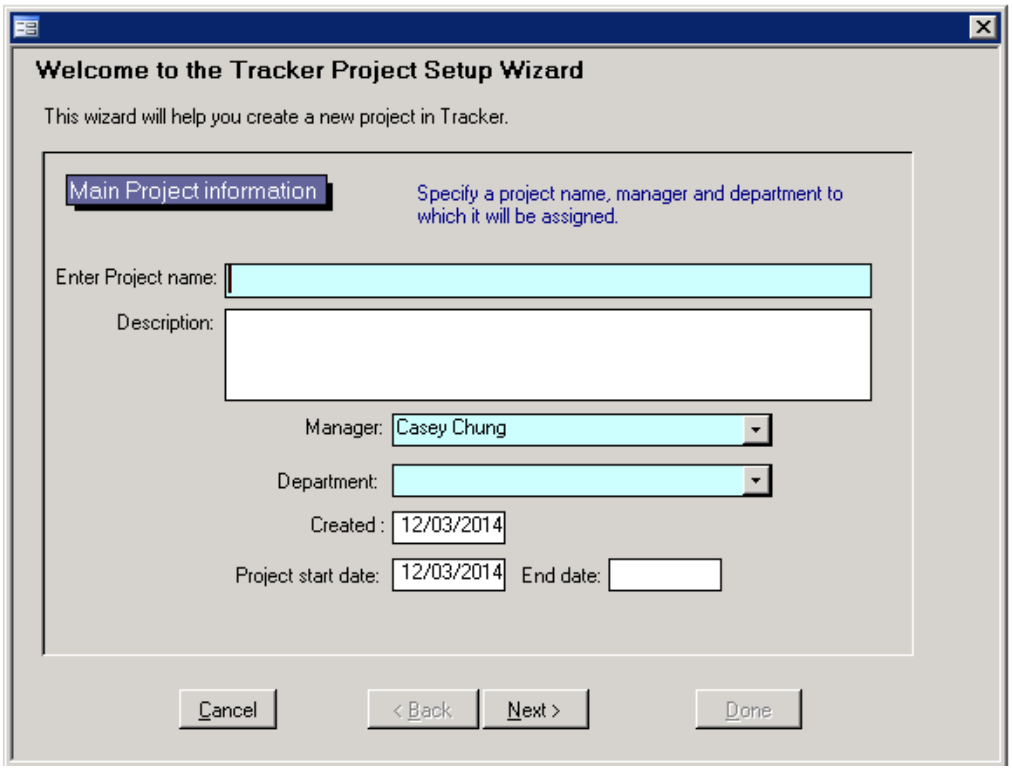
Route to:

Status

By: CDC\Andyv

Submit

Exhibit 2 Setup Wizard



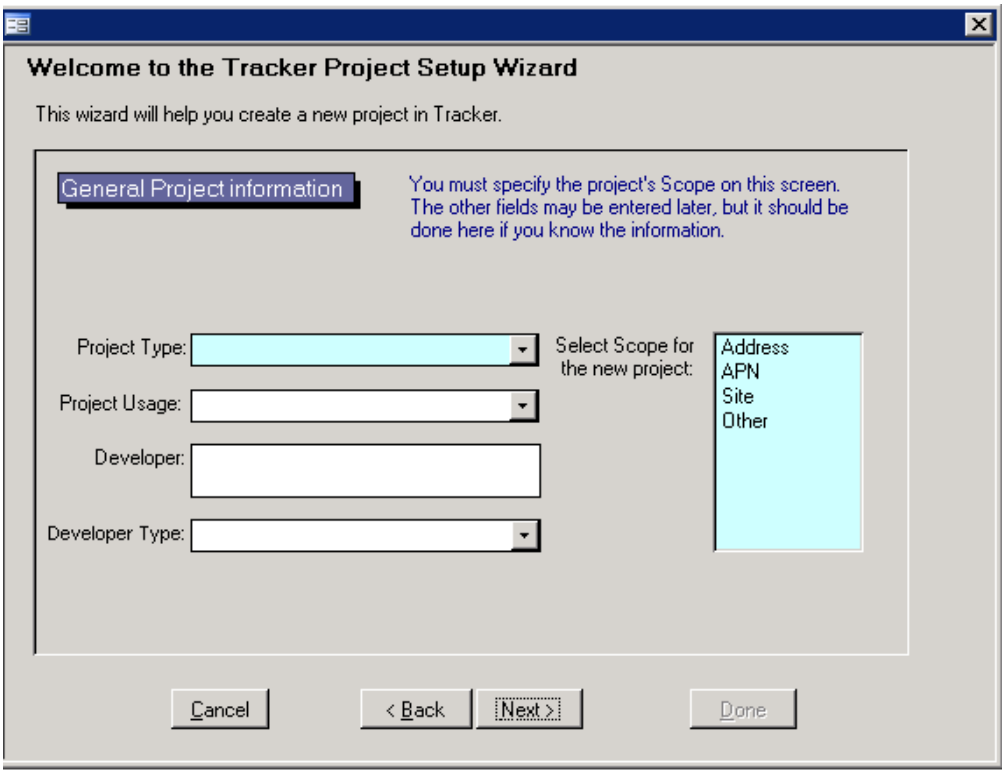


Exhibit 3 Task Wizard

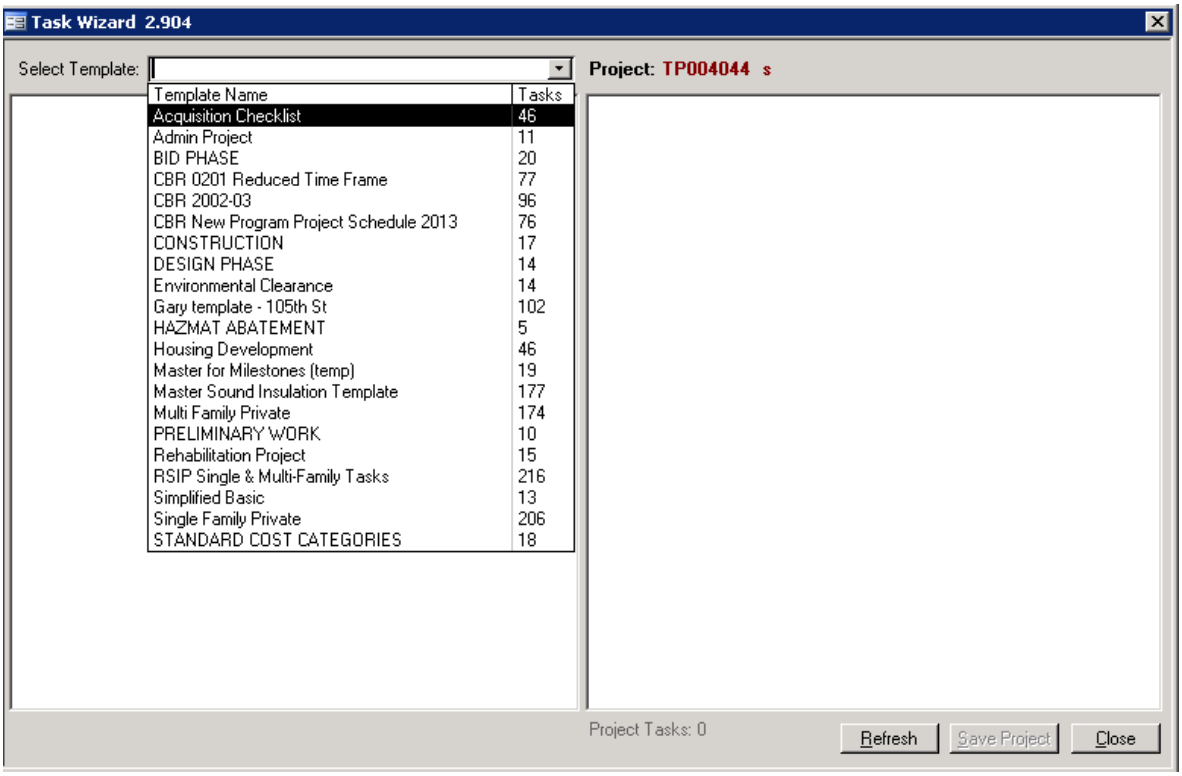
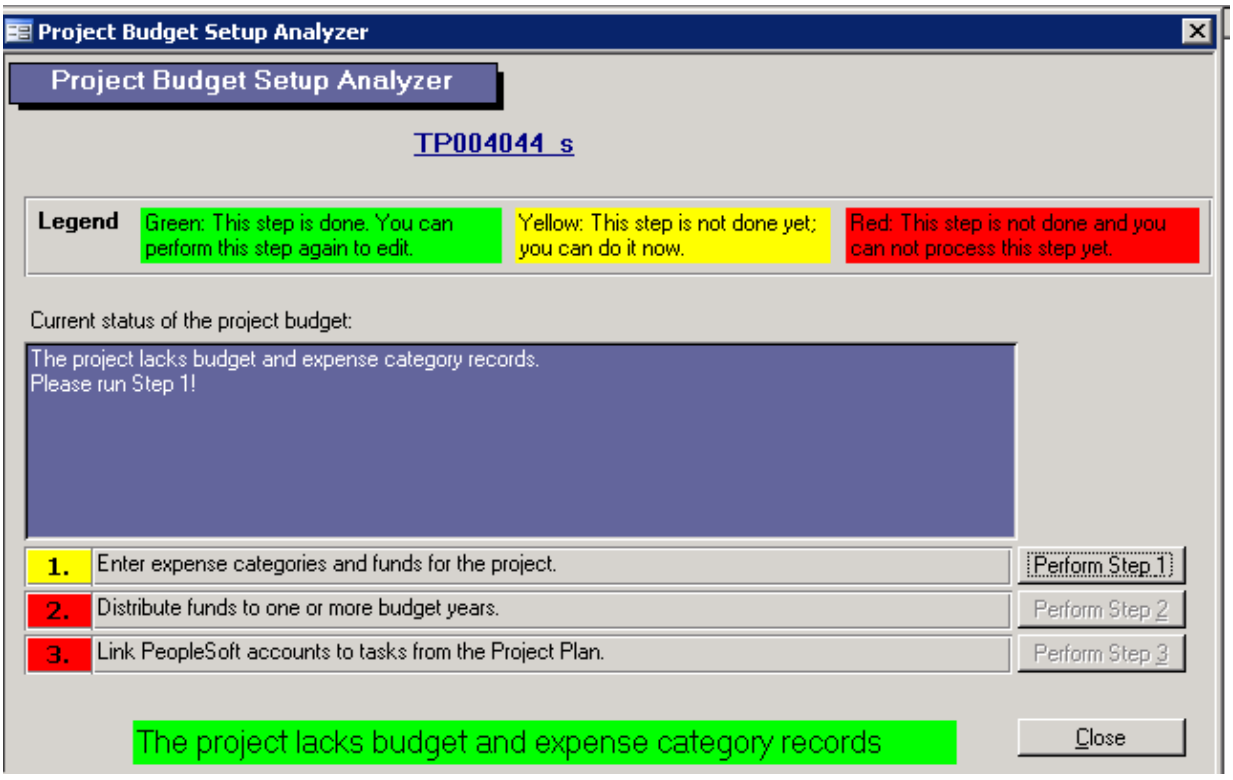


Exhibit 4 Budget Analyzer/Setup Wizard



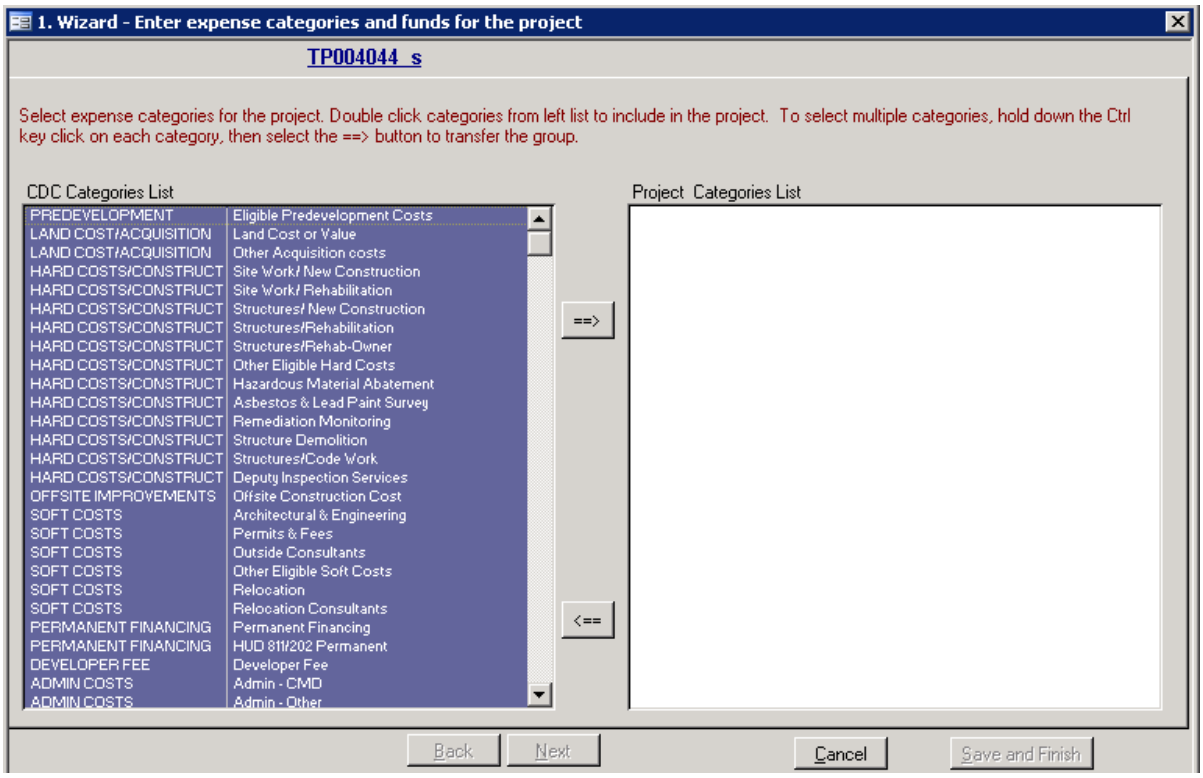


Exhibit 5 Project Budget

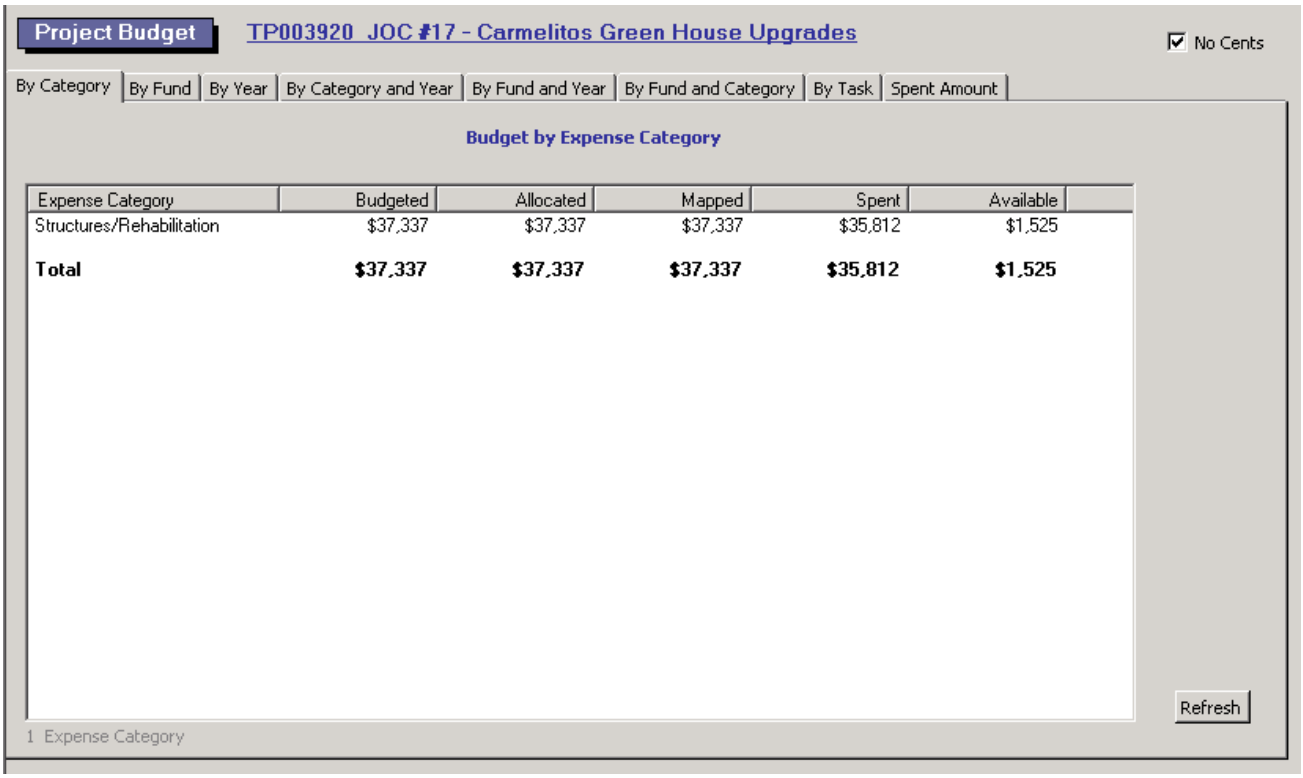


Exhibit 6 Project General Information

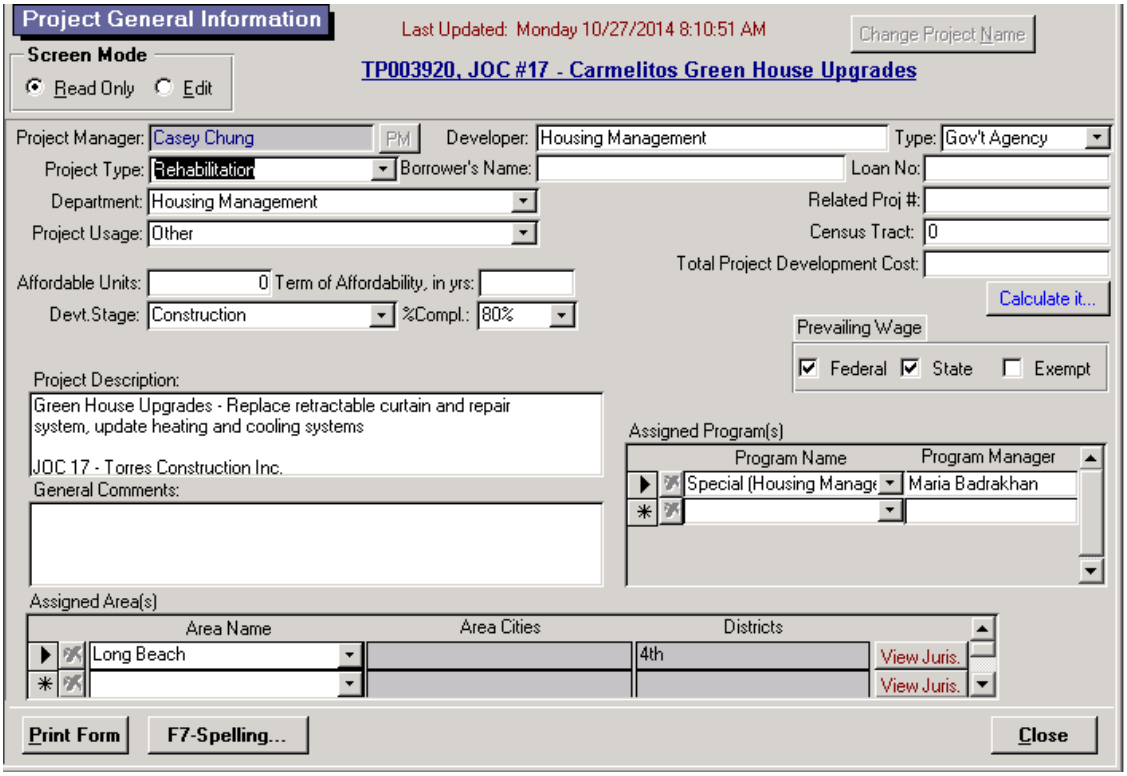


Exhibit 7 Project Authorization List

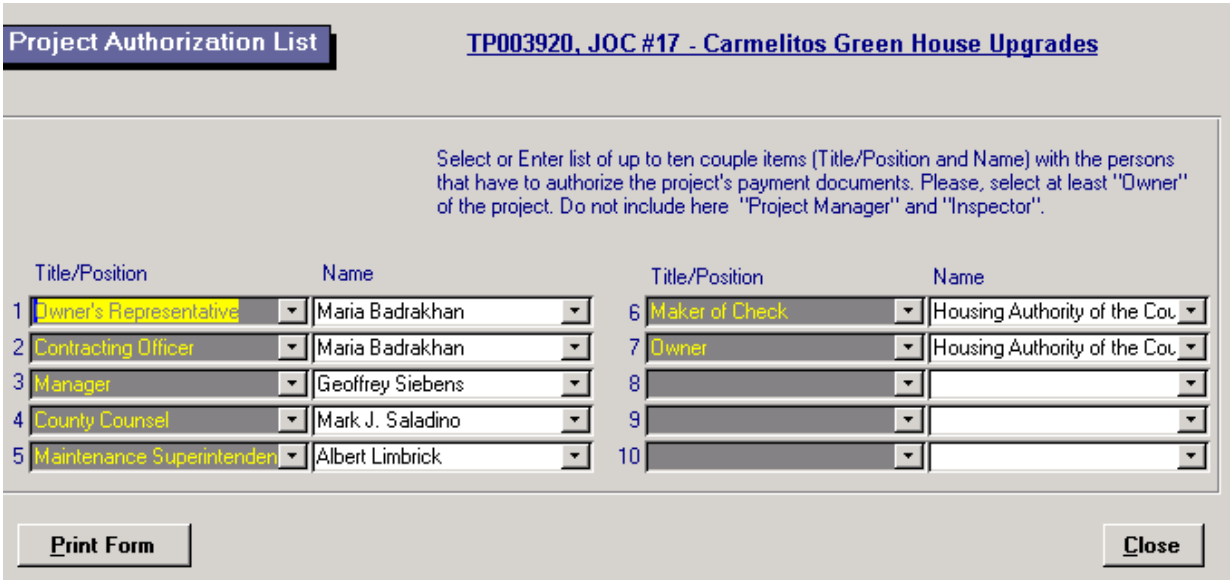


Exhibit 8 Project Activity Logs

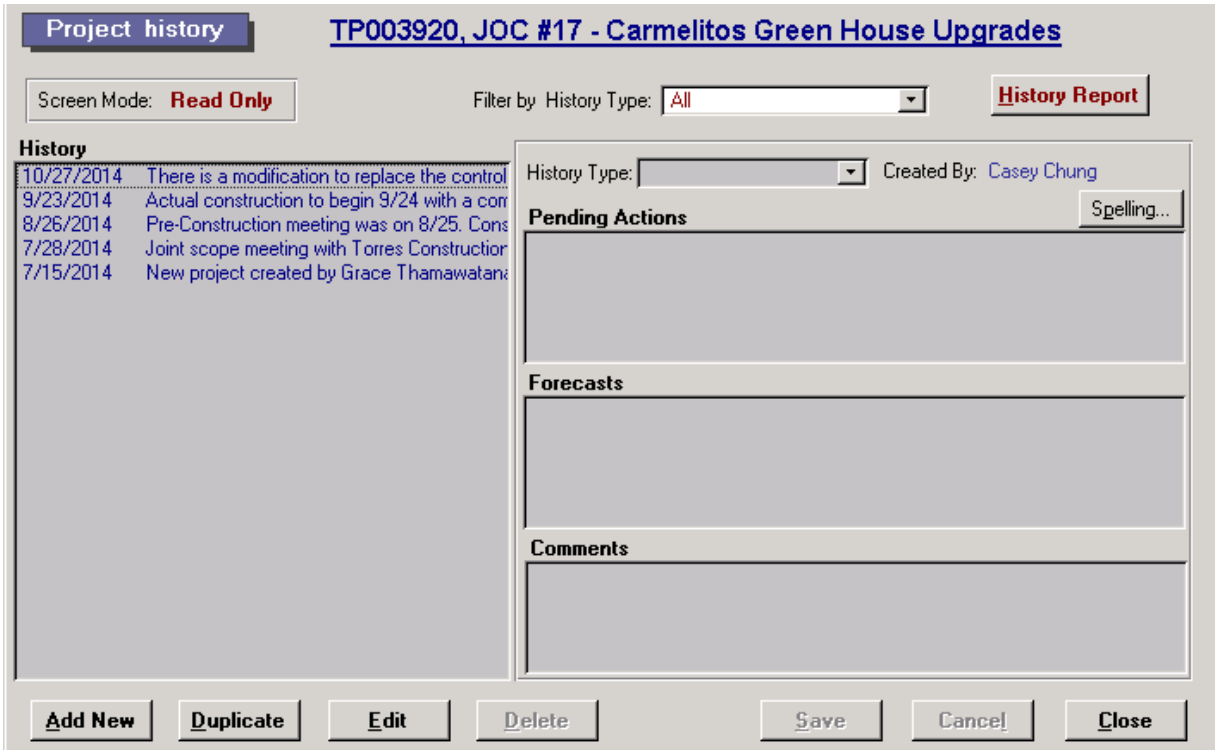


Exhibit 9 All Project Logs

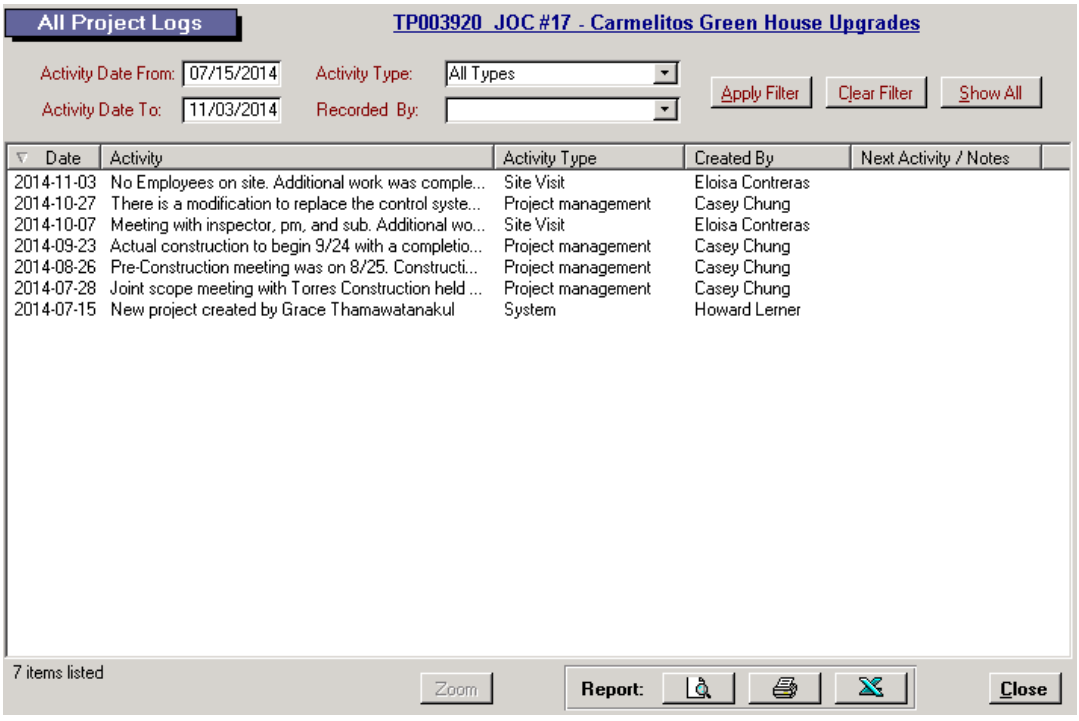


Exhibit 10 Project Attachments

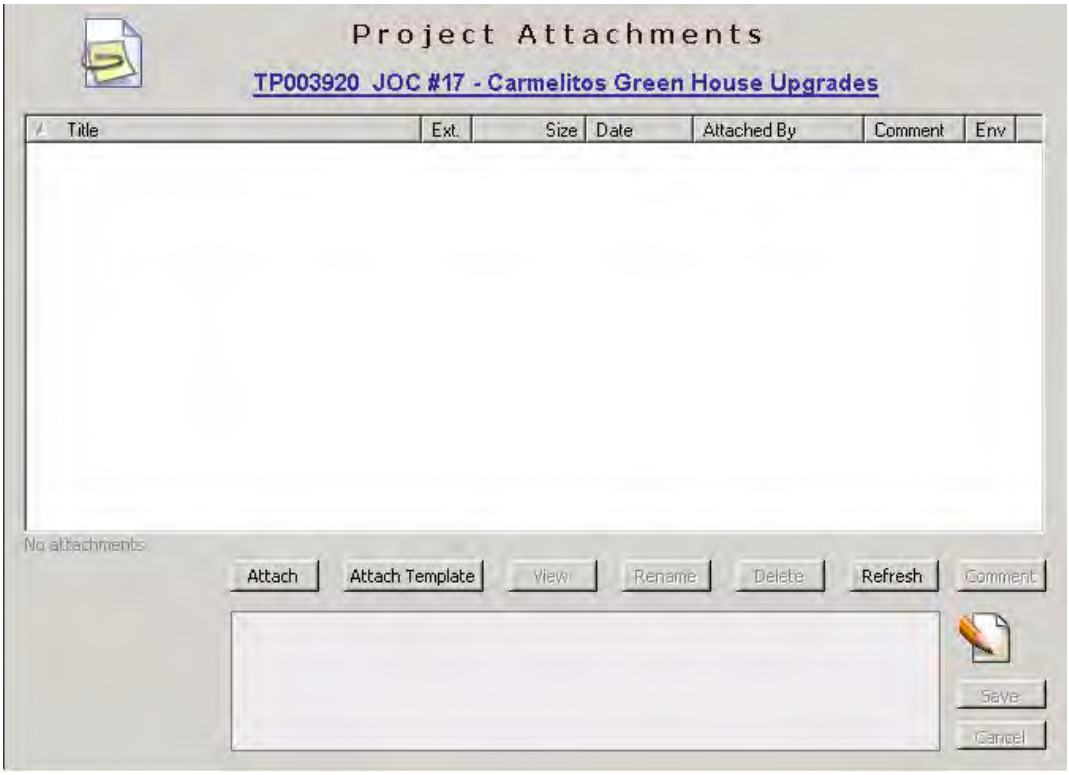


Exhibit 11 Create/Edit Schedule of Values from a bid

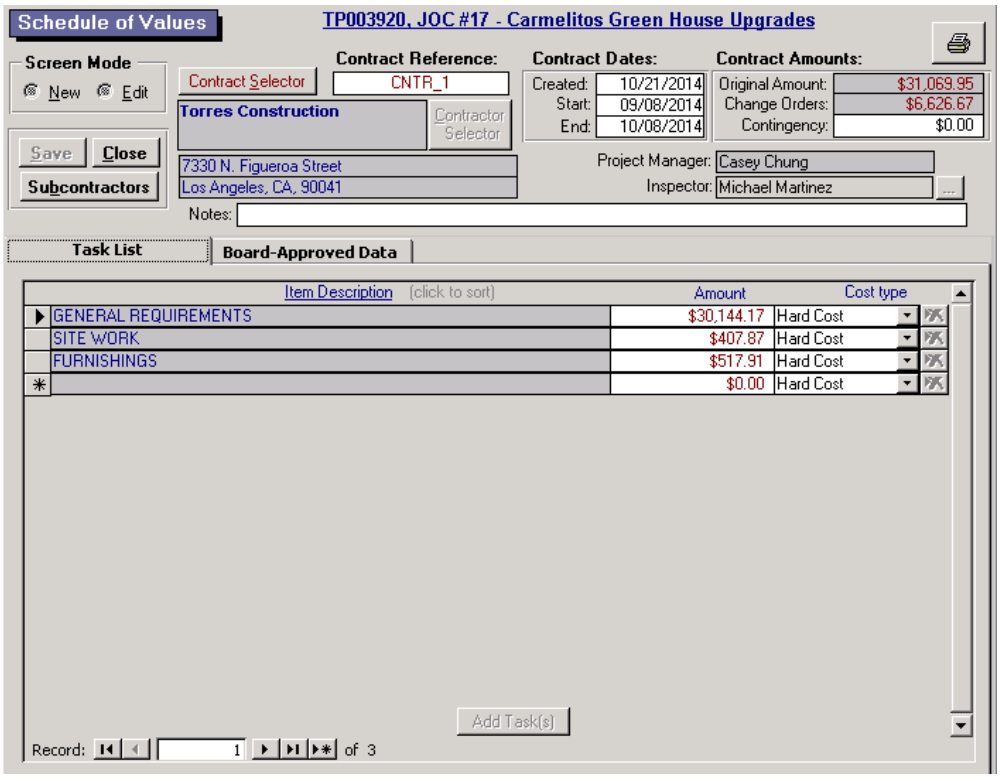


Exhibit 12 Board Approved Data

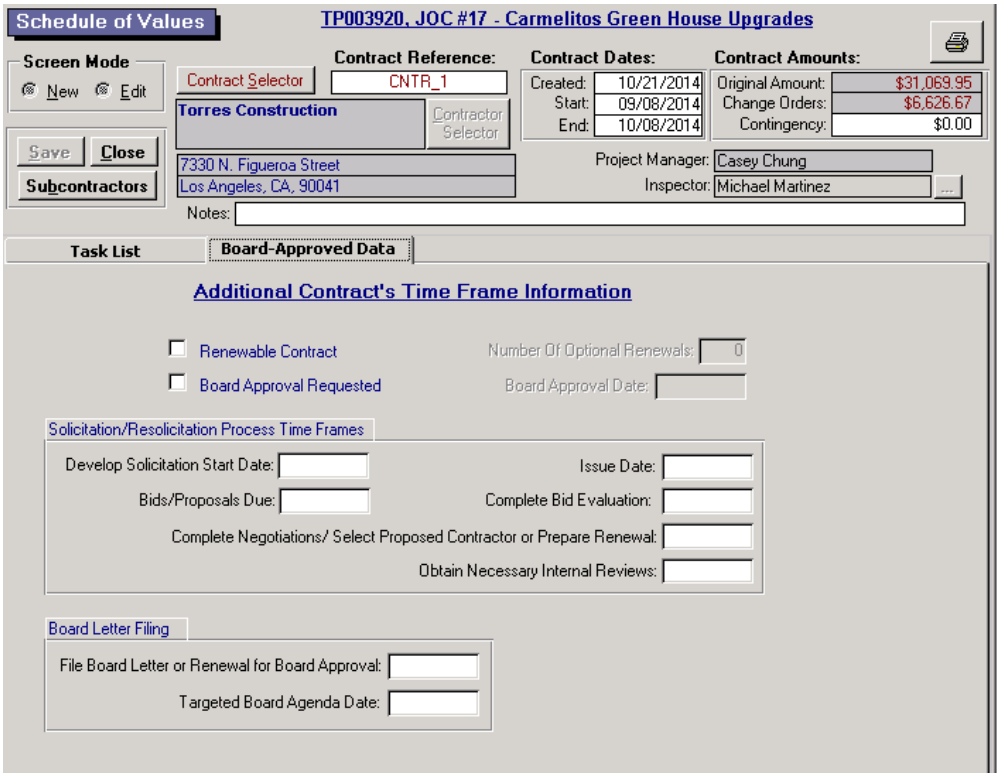
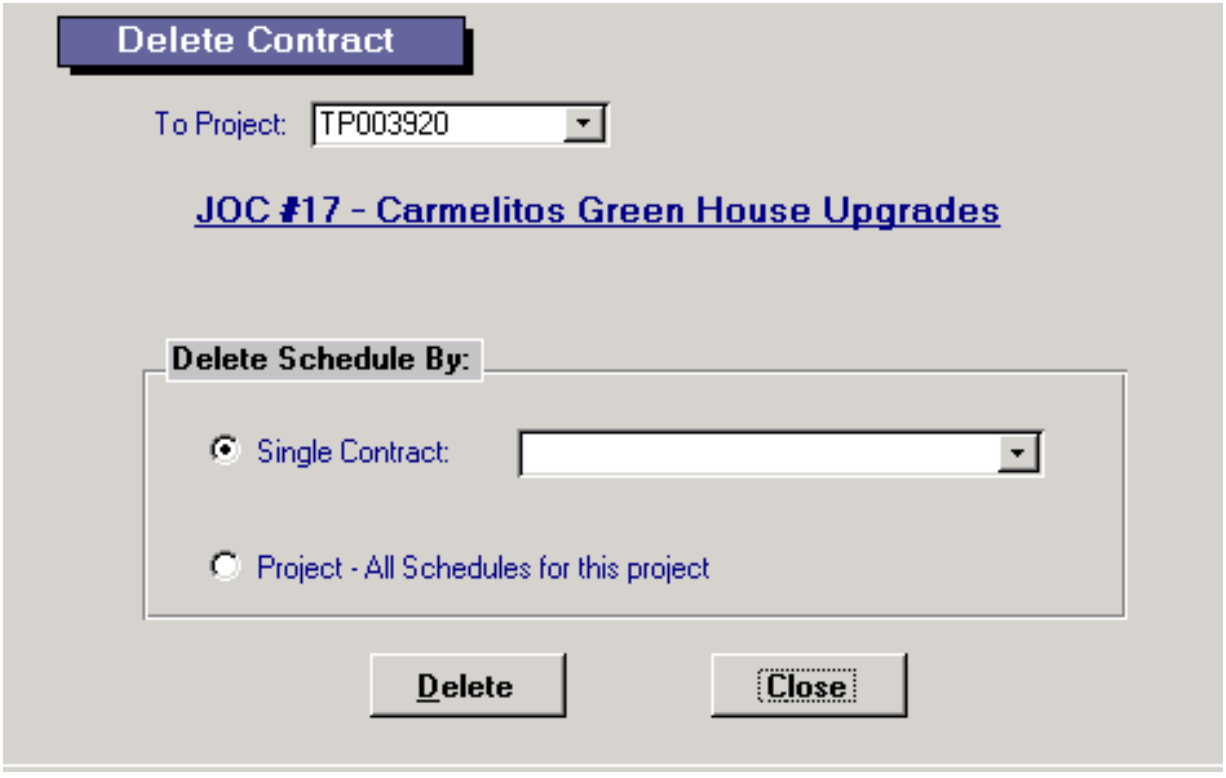


Exhibit 13 Delete Contract



Contract Status Summary

Project: TP003920 JOC #17 - Carmelitos Green House Upgrades **District(s):** 4th

Contract # CNTR_1

Start Date: 09/08/2014
End Date: 10/08/2014
Extended Date: 10/16/2014

Manager: Casey Chung
Inspector: Michael Martinez

Board - Approved Contract Information

☐ Renewable Contract — Number Of Renewals: 0
☐ Board Approval Request — On Date:

Develop Solicitation Start Date: — Issue Date:
Bids/Proposals Due: — Complete Bid Evaluation:

Complete Negotiations/ Select Proposed Contractor or Prepare Renewal:
Obtain Necessary Internal Reviews:
File Board Letter or Renewal for Board Approval:
Targeted Board Agenda Date:

Prime Contractor: Torres Construction

Contact Person: Martha McGowin
Address: 7330 N. Figueroa Street
Los Angeles, CA, 90041
Phone: 323-257-7460
Fax: 323-257-8044

Contract Amounts:

Contract Amount:	$31,069.95
Contingency Amount:	$0.00
Total CO Amount:	$6,626.67
Subcontracts Amount:	$0.00
Earned to Date:	$37,696.62

Notes:

Contract items

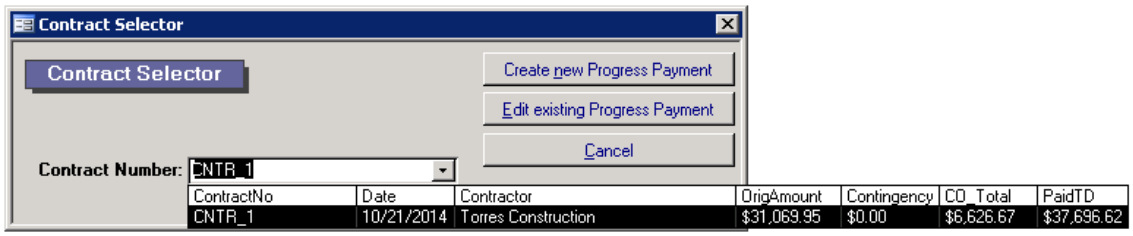
#	Task Description	Cost Type	Cost	% Completed	Earned to date
1	GENERAL REQUIRMENTS	Hard Cost	$30,144.17	100.00 %	$30,144.17
2	SITE WORK	Hard Cost	$407.87	100.00 %	$407.87
3	FURNISHINGS	Hard Cost	$517.91	100.00 %	$517.91
	Contract Items Totals:		$31,069.95	100.00%	$31,069.95

Change Orders Items

#	Task Description	Cost Type	Cost	% Completed	Earned to date
1	CO #1 Replace Environmental Control System & High Floe Fans	Hard Cost	$6,626.67	100.00 %	$6,626.67
	Change Order Items Totasl:		$6,626.67	100.00%	$6,626.67

Monday, December 08, 2014 *Page 1 of 1*

Exhibit 15 Create/Edit Progress Payments



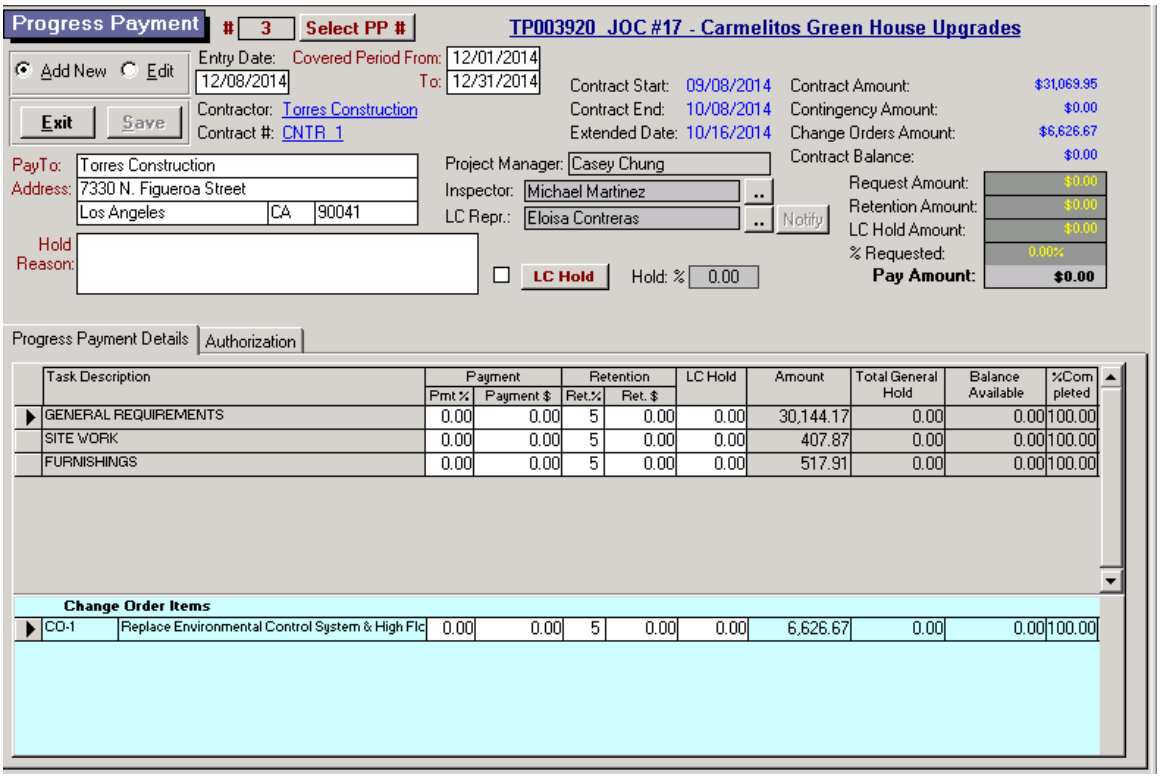


Exhibit 16 Authorization List

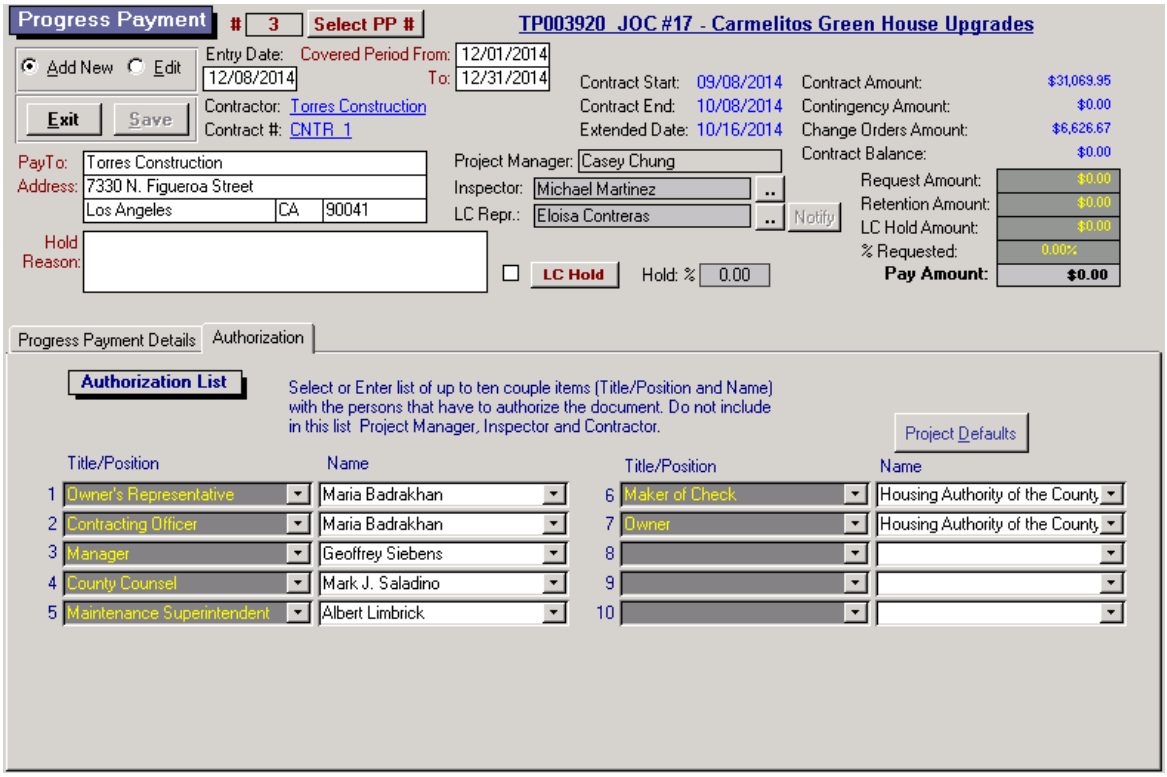


Exhibit 17 Labor Compliance Hold Link

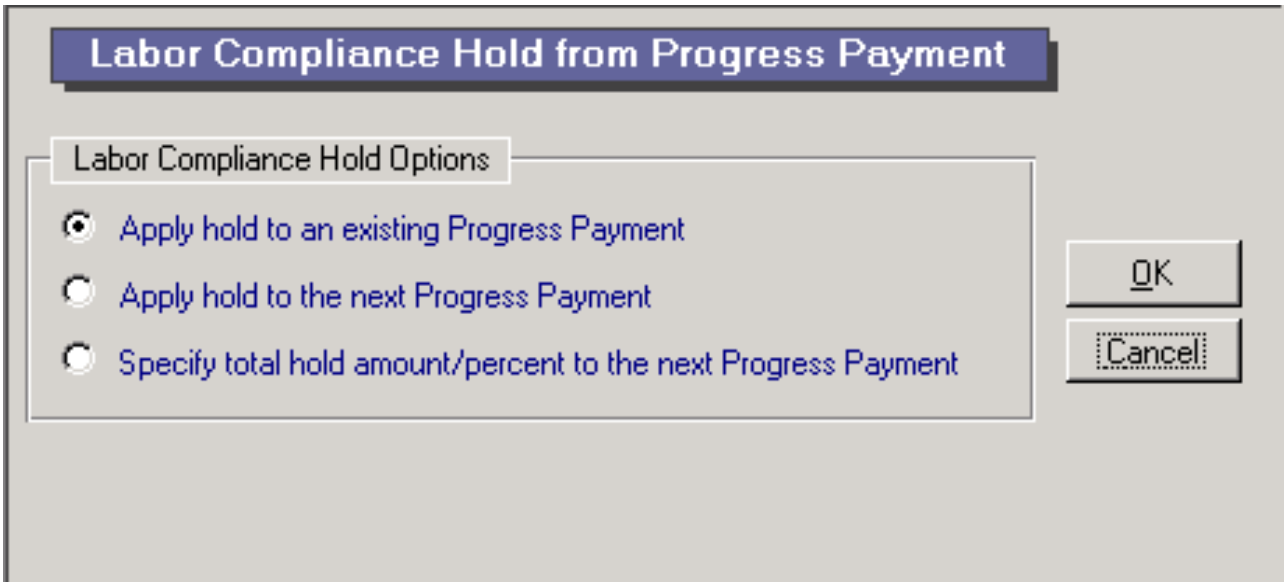


Exhibit 18 Progress Payment Approvals

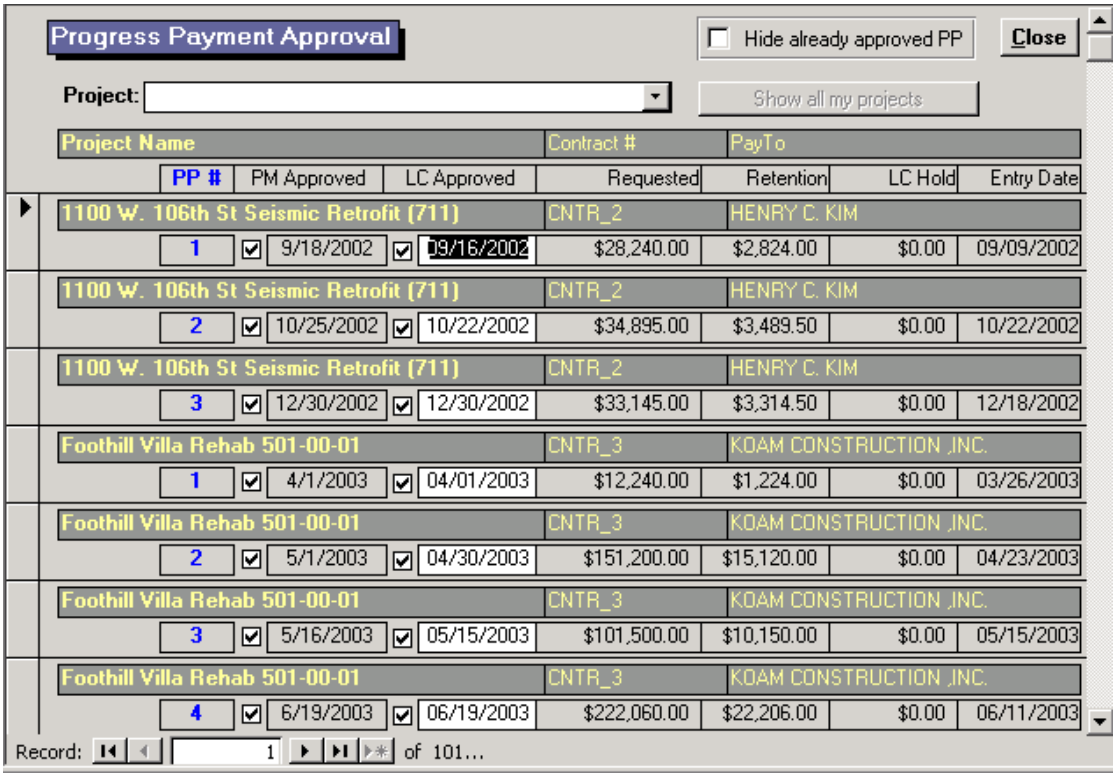
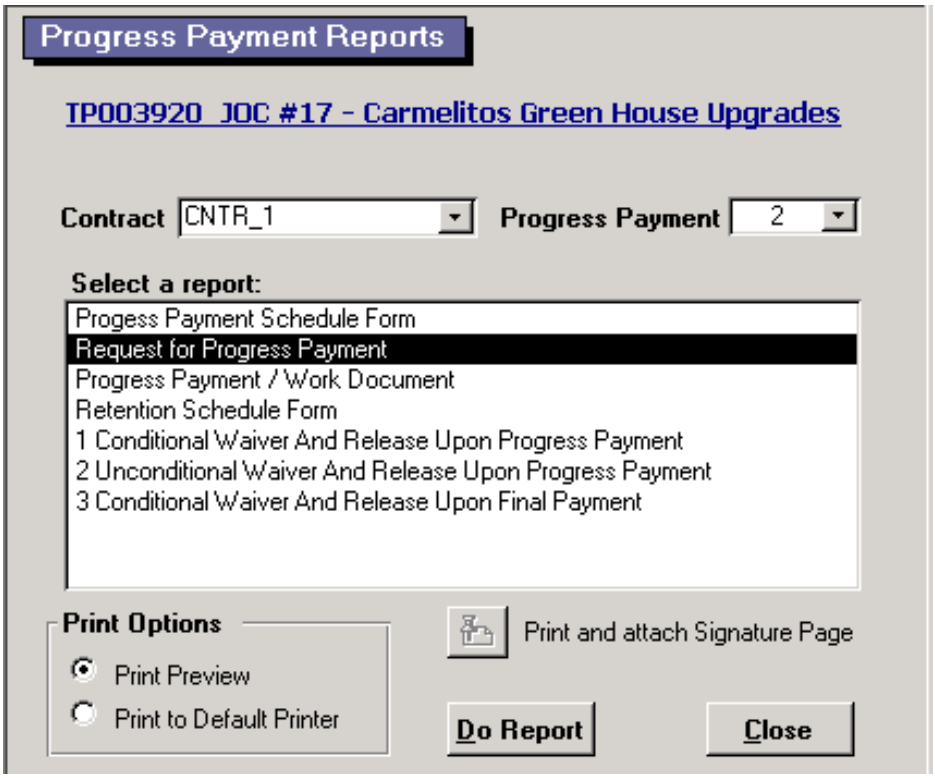


Exhibit 19 Request for Progress Payment Form



REQUEST FOR PROGRESS PAYMENT AND INSPECTION

INVOICE No: P002TP003920CNTR_1

Contract No: **CNTR_1**

Housing Authority of the County of Los Angeles
Owner

Project: **TP003920, JOC #17 - Carmelitos Green House Upgrades**

Address: **817 & 761 Via Carmelitos, Long Beach, CA 90805**

Percent Requested: 22.88%

PP Request No: 2
PP Entry Date: 12/02/2014
Covered Period From: 11/01/2014
To: 11/30/2014

$37,696.62 × 22.88%

Amount Approved =	$8,626.67
Minus Retention =	($431.33)
Minus Labor Compliance Hold =	$0.00
Amount to be Paid =	$8,195.34

SEE ATTACHED PROGRESS PAYMENT SCHEDULE FORM

Without waiving or releasing any claims whatsoever for any sum including contractual compensation, interest, or damages, the contractor will accept payment in the above amount for this payment

Torres Construction
Contractor's Name

_____
Contractor's Signature

Date: _____

Authorization for Payment for Services Rendered

I certify that an inspection has been made of the rehabilitation work at the above property and that the work has been performed satisfactorily and in accordance with the contract and authorized deviations.

Signature of: _____
Maria Badrakhan, Owner's Representative

Date: _____

Inspector: _____
Michael Martinez

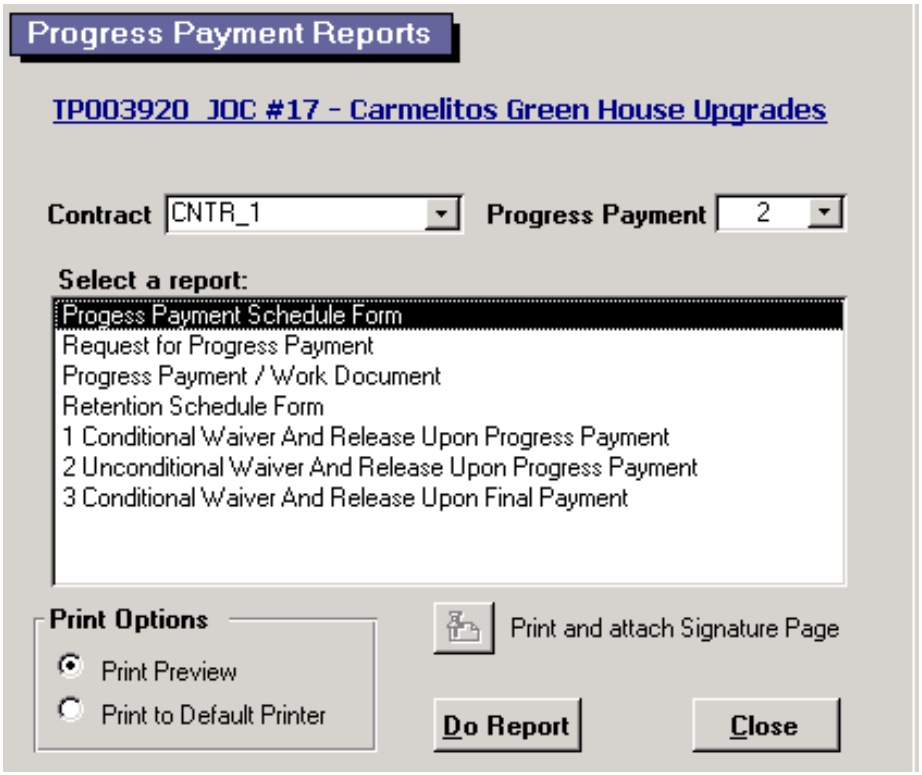
Date: _____

Approved for payment in the amount of = $8,195.34

_____
Project Manager: Casey Chung

Date: _____

Exhibit 20 Progress Payment Breakdown



PROGRESS PAYMENT SCHEDULE FORM

PROJECT: TP003920 JOC #17 - Carmelitos Green House Upgrades
OWNER: Housing Authority of the County of Los Angeles
LOCATION: 817 & 761 Via Carmelitos, Long Beach, CA 90805

PROJECT MANAGER: Casey Chung
PROJECT INSPECTOR: Michael Martinez

CONTRACT No: CNTR_1
CONTRACTOR: Torres Construction
TOTAL CONTRACT AMOUNT: $31,069.95
CONTINGENCY AMOUNT: $0.00

PP Entry Date: 12-02-2014

CONTRACT STARTING DATE: September 08, 2014
COMPLETION DATE: October 16, 2014

Covered Period From: 11-01-2014
To: 11-30-2014

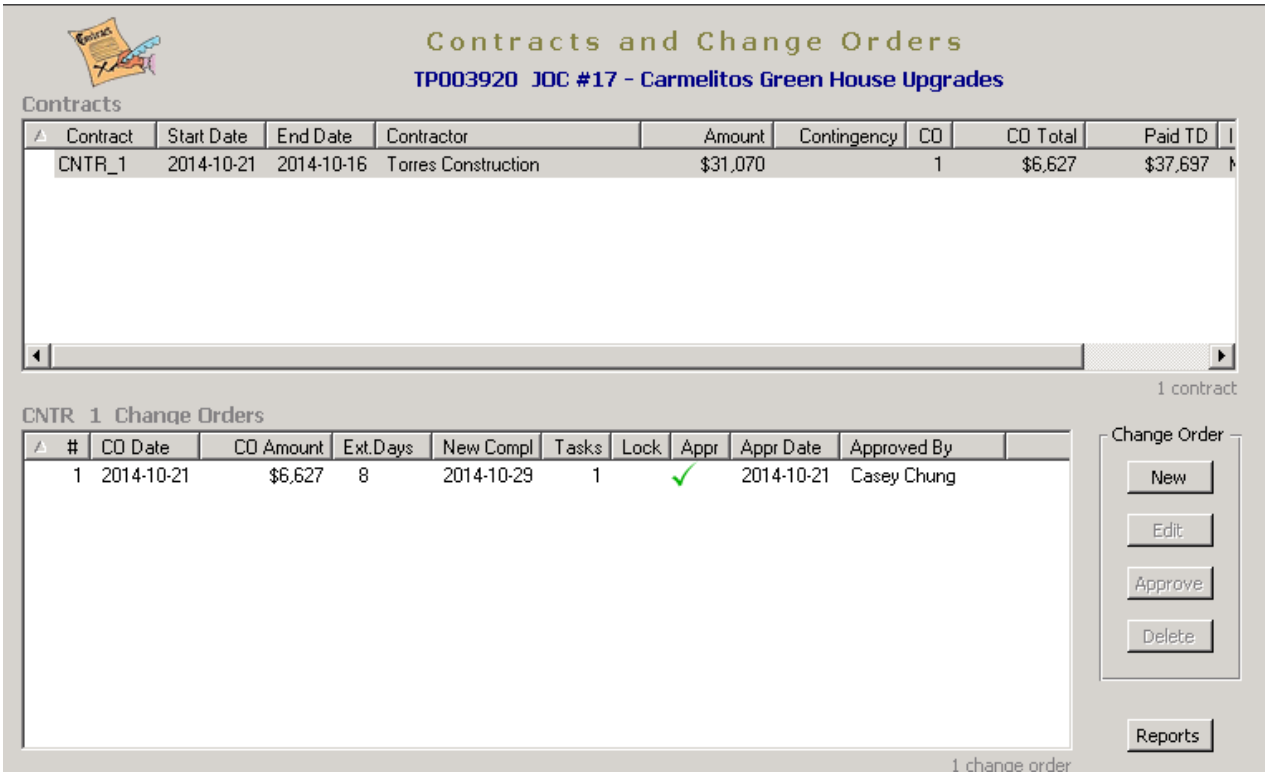
No.	Task Description	COST	QTY		PROGRESS PAYMENT No. 2			TOTAL %
					%	AMT. this Pmt.	BALANCE	
	RETENTION WITHHELD							
1	GENERAL REQUIREMENTS	$30,144.17			6.63%	$2,000.00	$0.00	100%
2	SITE WORK	$407.87			0.00%	$0.00	$0.00	100%
3	FURNISHINGS	$517.91			0.00%	$0.00	$0.00	100%
	Total Contract Amount:	$31,069.95				$2,000.00	$0.00	
	CHANGE ORDERS							
	CO #1 - Replace Environmental Control System & High Floe Fans	$6,626.67			100.00%	$6,626.67	$0.00	100%
	Total Change Order Amount:	$6,626.67				$6,626.67	$0.00	

TOTAL AMOUNT REQUESTED ON THIS PAYMENT: $8,626.67

PROGRESS PAYMENT No: 2

ORIGINAL CONTRACT AMOUNT:		$31,069.95
APPROVED CHANGE ORDERS:		
ADDITIONS:	$6,626.67	
DEDUCTIONS:	$0.00	$6,626.67
CURRENT ADJUSTED CONTRACT AMOUNT:		$37,696.62
COMPUTATION OF BALANCE DUE THIS PAYMENT:		
VALUE OF CONTRACT WORK COMPLETED TO DATE:		$31,069.95
COMPLETED UNDER APPROVED CHANGE ORDERS:		
ADDITIONS:	$6,626.67	$6,626.67
DEDUCTIONS:	$0.00	$0.00
TOTAL VALUE OF WORK IN PLACE:		$37,696.62
LESS RETAINAGE:	$431.33	$1,884.83
NET AMOUNT EARNED TO DATE:		$35,811.79
LESS: PREVIOUSLY EARNED:		$27,616.45
LABOR COMPLIANCE:		
AMOUNT WITHHELD (see attached sheet):	$0.00	$0.00
AMOUNT RELEASED (see attached sheet)		$0.00
NET AMOUNT DUE, WORK IN PLACE:	$8,195.34	

Exhibit 21 Create/Edit Change Orders



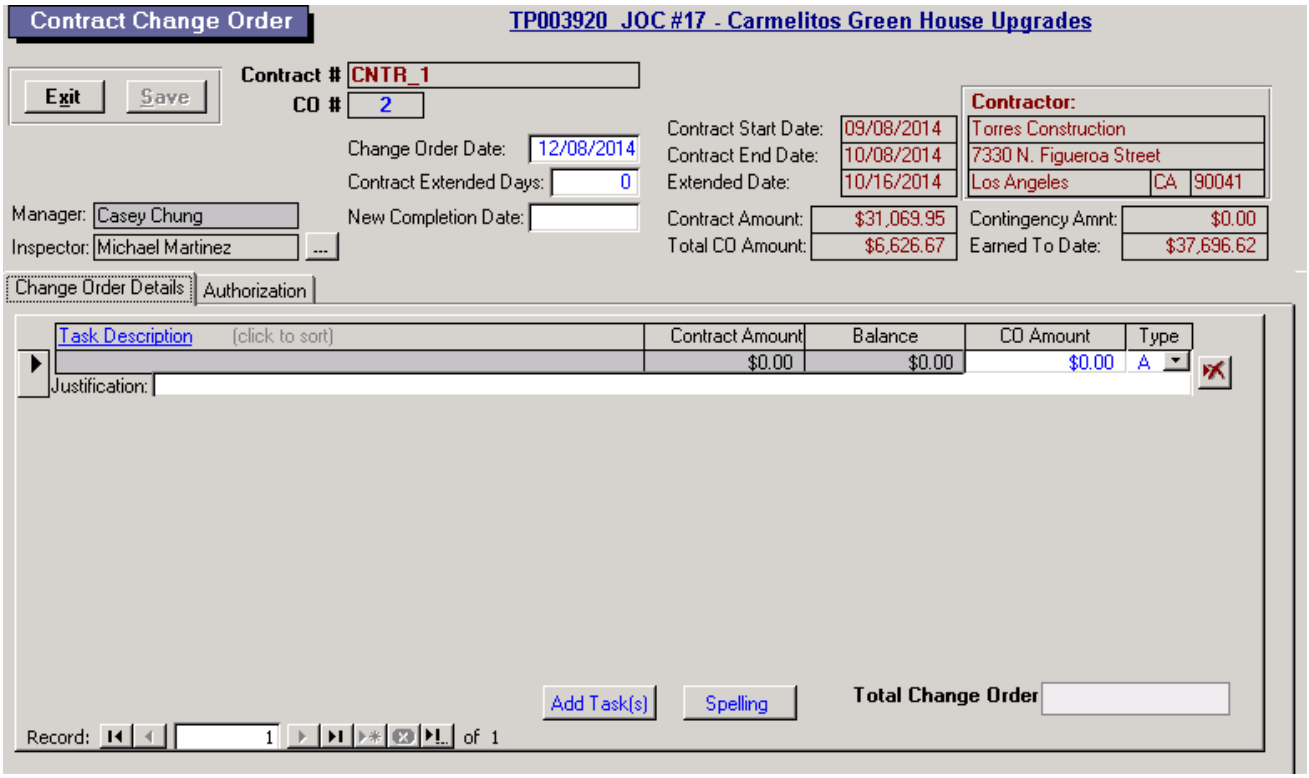


Exhibit 22 Change Order Authorization List

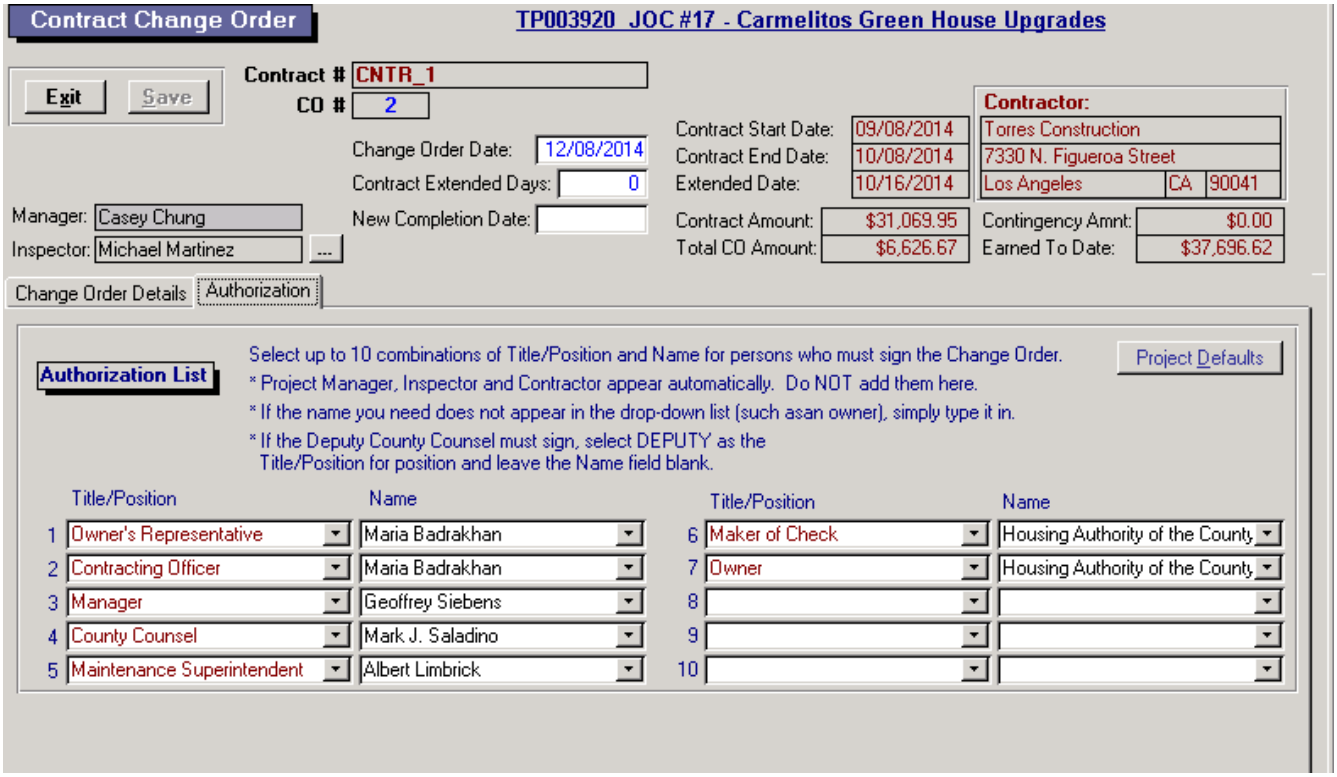
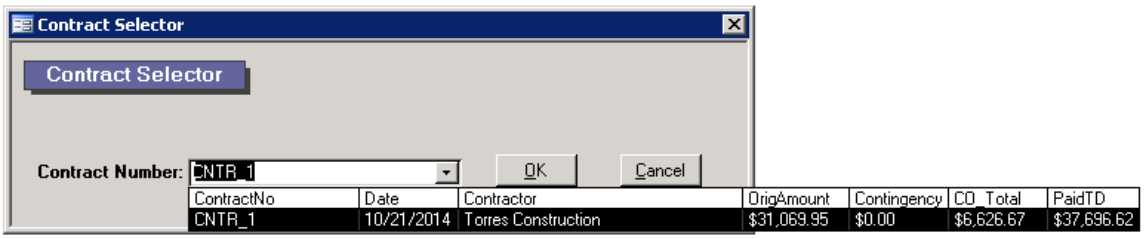
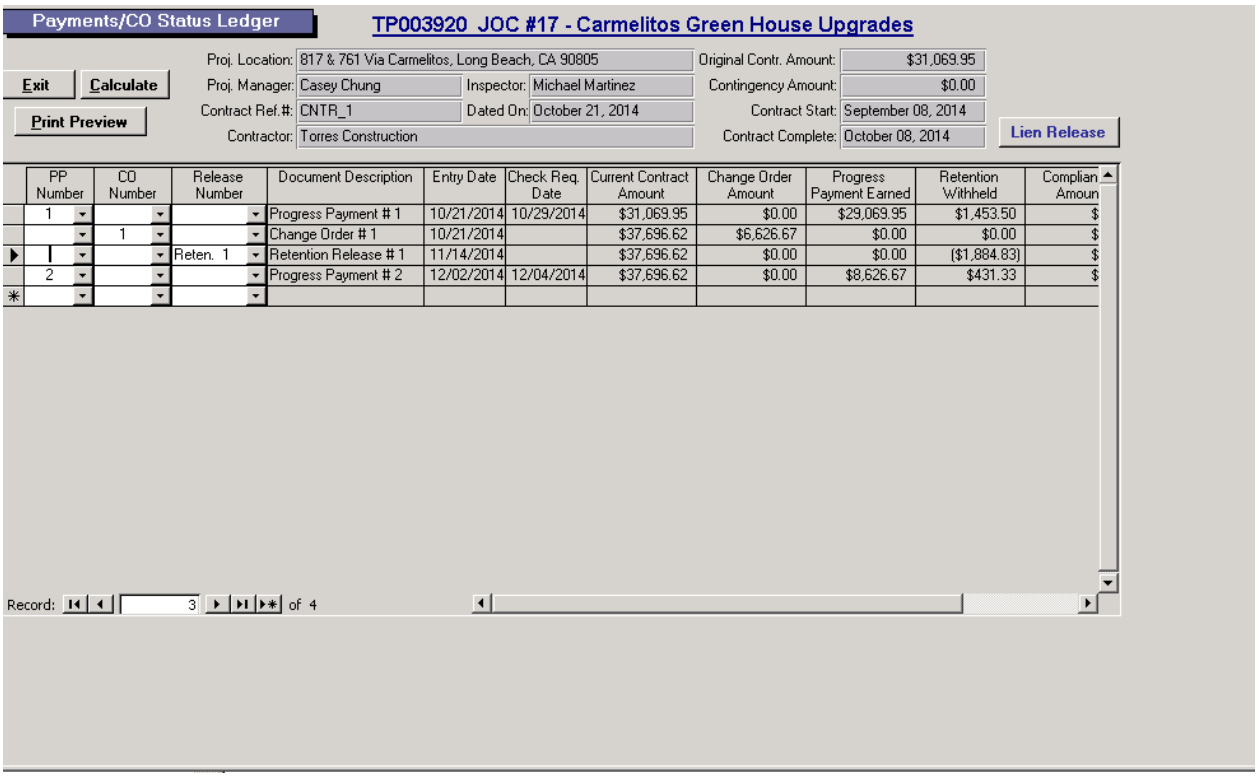


Exhibit 23 Contract Ledger





Payments/Change Orders Status Ledger

Project Name: TP003920 JOC #17 - Carmelitos Green House Upgrades
Project Location: 817 & 761 Via Carmelitos, Long Beach, CA 90805
Project Manager: Casey Chung
Inspector: Michael Martinez
Contract Ref. # CNTR_1
Contractor Name: Torres Construction
Contract Start Date: September 08, 2014
Completion Date: October 16, 2014
Dated On: October 21, 2014
Original Contract Amount: $31,069.95
Contingency Amount: $0.00

PP Number	CO Number	Release Number	Document Description	Entry Date	Check Req. Date	Current Contract Amount	Change Order Amount	Progress Payment Earned	Retention Withheld	Compliance Amount	Progress Payment Made	Encumbrance Balance
1			Progress Payment # 1	10/21/2014	10/29/2014	$31,069.95	$0.00	$29,069.95	$1,453.50	$0.00	$27,616.45	$3,453.50
	1		Change Order # 1	10/21/2014		$37,696.62	$6,626.67	$0.00	$0.00	$0.00	$0.00	$10,080.17
		Reten. 1	Retention Release # 1	11/14/2014		$37,696.62	$0.00	$0.00	($1,884.83)	$0.00	$1,884.83	$8,195.34
2			Progress Payment # 2	12/02/2014	12/04/2014	$37,696.62	$0.00	$8,626.67	$431.33	$0.00	$8,195.34	$0.00
						Totals :	$6,626.67	$37,696.62	$0.00	$0.00	$37,696.62	

GENERATED FROM TRACKER, 08-Dec-14 Page 1 of 1

Exhibit 24 Contract Ledger Lien Release Forms

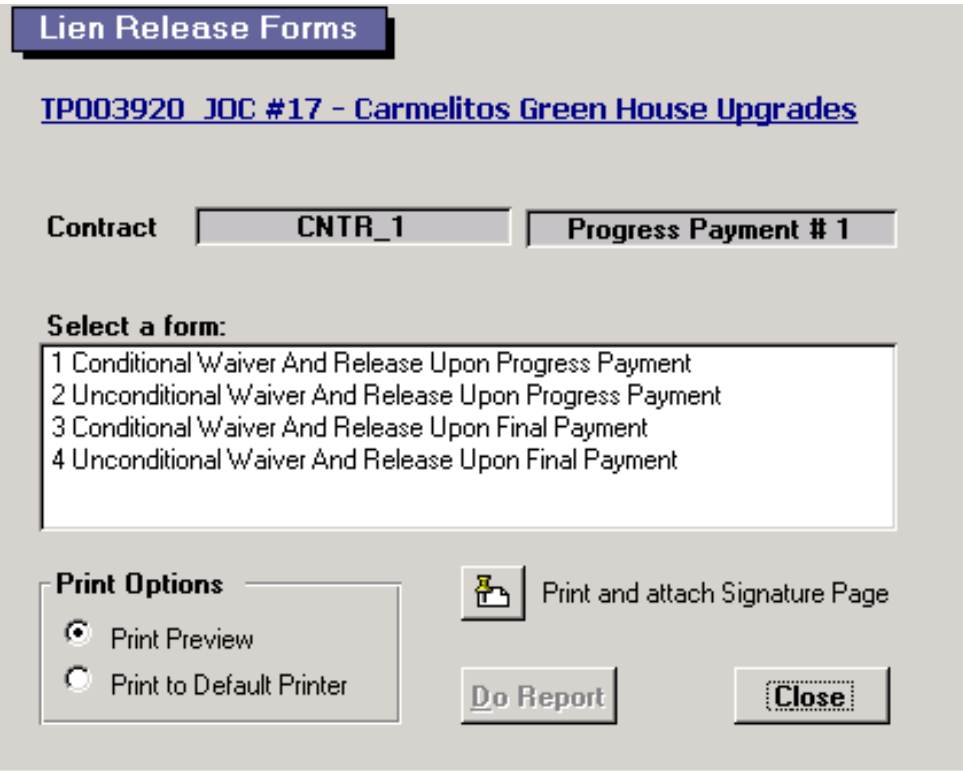


Exhibit 25 Conditional waiver and release upon progress payment

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code §3262(d)(1)]

Upon receipt of the undersigned of a check from Housing Authority of the County of Los Angeles (Maker of Check)

in the sum of $ 27,616.45 (Amount of Check) payable to Torres Construction (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of JOC #17 - Carmelitos Green House Upgrades (Project Title)

located at 817 & 761 Via Carmelitos, Long Beach, CA 90805 (Project Location) to the extent set forth below.

This release covers a progress payment for labor, services, equipment, or materials furnished to Housing Authority of the County of Los Angeles (Entity to Whom Service/Labor/Material is Provided) through 10/21/2014 (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or other items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Torres Construction (Company Name)

By _____

Martha McGowin, RMO/CEO/PRES

NOTE: this form complies with the requirements of California Civil Code Section §3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES

§ 484(b) OF THE CALIFORNIA PENAL CODE PROVIDES IN PART AS FOLLOWS:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment and willfully fails to apply such money for such purpose by either willfully failing to complete the improvements for which funds were provided or willfully failing to pay for services, labor, materials or equipment provided for such construction, and wrongfully diverts the funds to a use other than that for which the funds were received, shall be guilty of a public offense and punishable by a fine not exceeding ten thousand dollars ($10,000), or by imprisonment in the state prison, or in the county jail not exceeding one year, or by both such fine and such imprisonment, if the amount diverted is in excess of one thousand dollars ($1,000). If the amount diverted is less than one thousand dollars ($1,000), the person shall be guilty of a misdemeanor."

§ 484(c) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

"Any person who submits a false voucher to obtain construction loan funds and does not use the funds for the purpose for which the claim was submitted is guilty of embezzlement."

§ 206.5 OF THE CALIFORNIA LABOR CODE PROVIDES:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made. Any release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor."

§ 532 OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to construction improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person, for provision of the services, labor, materials or equipment for which the money was given, shall be guilty of a misdemeanor, provided, however, that normal trade discount for prompt payment shall not be considered a violation of this section."

"K:\CM\CMDtemp\common\1 Conditional Release Rev. 9/22/2010

GENERATED FROM TRACKER, 12/6/2014

Exhibit 26 Unconditional waiver and release upon progress payment

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code §3262(d)(2)]

Upon receipt of the undersigned of a check from Housing Authority of the County of Los Angeles (Maker of Check) the sum of $ 27,616.45 (Amount of Check) payable to Torres Construction (Payee or Payees of Check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of JOC #17 - Carmelitos Green House Upgrades (Project Title) located at 317 & 761 Via Carmelitos, Long Beach, CA 90805 (Project Location) to the extent set forth below.

This release covers a progress payment for labor, services, equipment, or materials furnished to Housing Authority of the County of Los Angeles (Entity to Whom Service/Labor/Material is Provided) through 10/21/2014 (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or other items furnished under a written change order, which has been fully executed by the parties prior to the release date, are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____

Torres Construction (Company Name)

By _____

Martha McGowin, RMO/CBO/PRES

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE CONDITIONAL RELEASE FORM.

NOTE: this form complies with the requirements of California Civil Code Section §3262(d)(2). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES

§484(b) OF THE CALIFORNIA PENAL CODE PROVIDES IN PART AS FOLLOWS:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment and willfully fails to apply such money for such purpose by either willfully failing to complete the improvements for which funds were provided or willfully failing to pay for services, labor, materials or equipment provided or to be provided to such construction, and who willfully diverts the funds to a use other than that for which the funds were received, shall be guilty of a public offense and punishable by a fine not exceeding ten thousand dollars ($10,000), or by imprisonment in the state prison, or in the county jail not exceeding one year, or by both such fine and such imprisonment, if the amount diverted is in excess of one thousand dollars ($1,000). If the amount diverted is less than one thousand dollars ($1,000), the person shall be guilty of a misdemeanor."

§ 484(C) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS

"Any person who submits a false voucher to obtain construction bank funds and does not use the funds for the purpose for which the claim was submitted is guilty of embezzlement."

§2015 OF THE CALIFORNIA LABOR CODE PROVIDES:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made. Any release required or executed in violation of the provisions of this section shall be void and void as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor."

§532 (e) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to constructing improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person, for provisions of the services, labor, materials or equipment for which the money was given, shall be guilty of a misdemeanor; provided, however, that normal trade discount for prompt payment shall not be considered a violation of this section."

"K:\CM\CMDtemp\common\2 Conditional Release Rev. 9/22/2010

GENERATED FROM TRACKER, 12/8/2014

Exhibit 27 Conditional waiver and release upon final payment

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code §3262(d)(3)]

Upon receipt of the undersigned of a check fro Housing Authority of the County of Los Angeles (Maker of Check)

in the sum of $ 27,616.45 (Amount of Check) payable to Torres Construction (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of JOC #17 - Carmelitos Green House Upgrades (Project Title)

located at 817 & 761 Via Carmelitos, Long Beach, CA 90805 (Project Location) to the extent set forth below.

This release covers the final payment to the undersigned for labor, services, equipment, or materials furnished on the job, except for disputed claims for additional work in the amount of in the sum of $ 0.00 . Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____

Torres Construction (Company Name)

Martha McGowin, RMO/CEO/PRES (Title)

By _____

NOTE: this form complies with the requirements of California Civil Code Section §3262(d)(3). It is to be used by a party who applies for a final payment when the check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ABOVE AND HAVE BEEN PAID IN FULL TO DATE USE REVERSE SIDE FOR ADDITIONAL SIGNATURES

(Signature Of Individual Performing Labor for Wages) (Date)	(Signature Of Individual Performing Labor for Wages) (Date)
(Signature Of Individual Performing Labor for Wages) (Date)	(Signature Of Individual Performing Labor for Wages) (Date)
(Signature Of Individual Performing Labor for Wages) (Date)	(Signature Of Individual Performing Labor for Wages) (Date)

§484(p) OF THE CALIFORNIA PENAL CODE PROVIDES IN PART AS FOLLOWS:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment and willfully fails to apply such money for such purpose by either willfully failing to complete the improvements for which funds were provided or willfully failing to pay for services, labor, materials or equipment provided incident to such construction, and wrongfully diverts the funds to a use other than that for which the funds were received, shall be guilty of a public offence and punishable by a fine not exceeding ten thousand dollars ($10,000), or by imprisonment in the state prison, or in the county jail not exceeding one year, or by both such fine and such imprisonment, if the amount diverted is in excess of one thousand dollars ($1,000). If the amount diverted is less than one thousand dollars ($1,000), the person shall be guilty of a misdemeanor."

§484(C) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

"Any person who submits a false voucher to obtain construction loan funds and does not use the funds for the purpose for which the claim was submitted is guilty of embezzlement."

§206.5 OF THE CALIFORNIA LABOR CODE PROVIDES:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made. Any release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor."

§532 (e) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to constructing improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person, for provision of the services, labor, materials or equipment for which the money was given, shall be guilty of a misdemeanor; provided, however, that normal trade discount for prompt payment shall not be considered a violation of this section."

"K:\CM\CMDtemp\common\3 Conditional Release Rev. 4/18/05

GENERATED FROM TRACKER, 12/8/2014

Exhibit 28 Unconditional waiver and release upon final payment

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code §3262(d)(4)]

The undersigned has been paid in full for all labor, services, equipment, or materials furnished to Housing Authority of the County of LA (Owner) on the job of JOC #17 - Carmelitos Green House Upgrades (Project Title) located at 817 & 761 Via Carmelitos, Long Beach, CA 90805 (Project Location) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of $ 0.00 (Amount of Disputed Claim if any)

Dated: _____ Torres Construction (Company Name)

Martha McGowin, RMO/CEO/PRES (Title) By _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This form complies with the requirements of California Civil Code Section §3262(d)(4). It is to be used to release claims to the extent that a final payment has actually been received by the releasing party.

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ABOVE AND HAVE BEEN PAID IN FULL TO DATE USE REVERSE SIDE FOR ADDITIONAL SIGNATURES

_____ (Signature Of Individual Performing Labor for Wages) (Date)

_____ (Signature Of Individual Performing Labor for Wages) (Date)

_____ (Signature Of Individual Performing Labor for Wages) (Date)

_____ (Signature Of Individual Performing Labor for Wages) (Date)

§484 (j) OF THE CALIFORNIA PENAL CODE PROVIDES IN PART AS FOLLOWS:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment and willfully fails to apply such money for such purpose by either willfully failing to complete the improvements for which funds were provided or willfully failing to pay for services, labor, materials or equipment provided incident to such construction, and wrongfully diverts the funds to a use other than that for which the funds were received, shall be guilty of a public offence and shall be punishable by a fine not exceeding ten thousand dollars ($10,000), or by imprisonment in the state prison, or in the county jail not exceeding one year, or by both such fine and such imprisonment, if the amount diverted is in excess of one thousand dollars ($1,000). If the amount diverted is less than one thousand dollars ($1,000), the person shall be guilty of a misdemeanor."

§484(C) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

"Any person who submits a false voucher to obtain construction loan funds and does not use the funds for the purpose for which the claim was submitted is guilty of embezzlement."

§2855 OF THE CALIFORNIA LABOR CODE PROVIDES:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made. Any release required or executed in violation of the provisions of this section shall be void and void as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor."

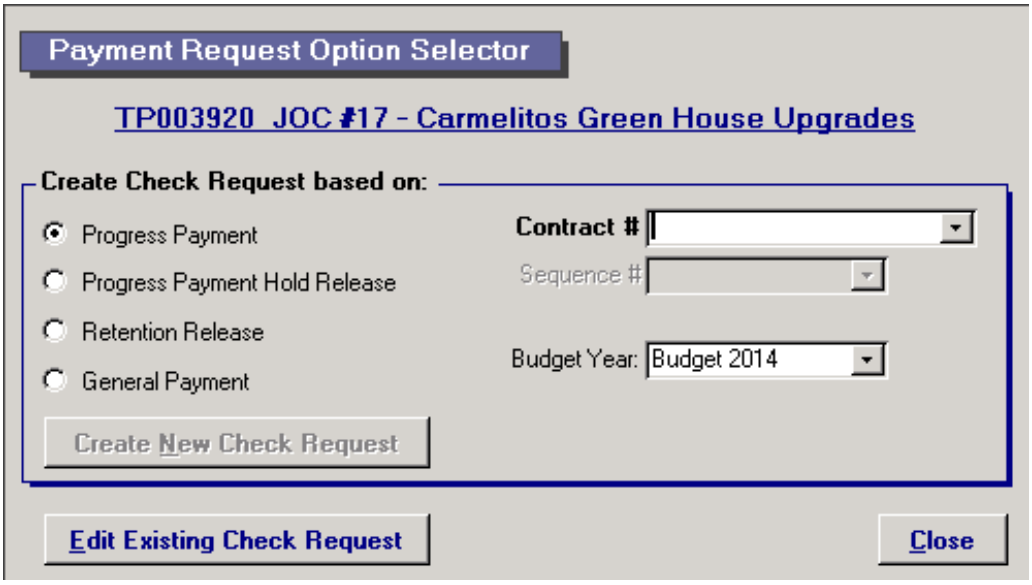
§532 (e) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

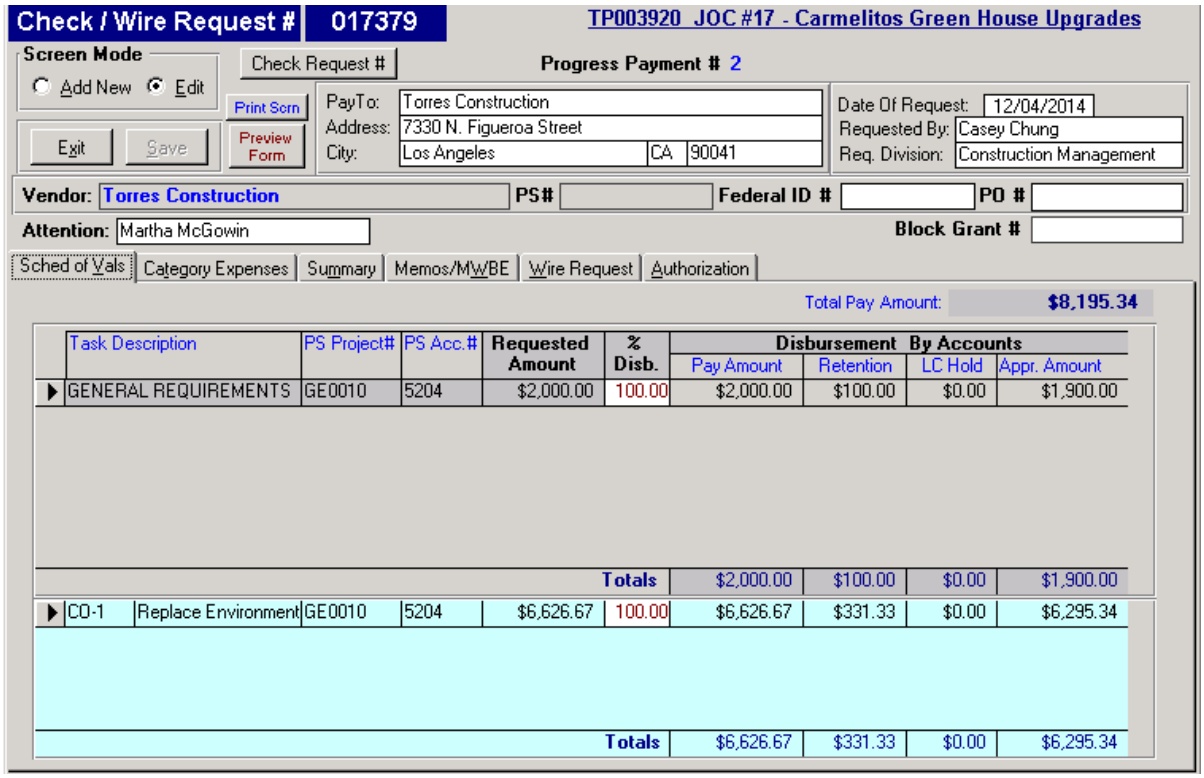
"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to constructing improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person, for provision of the services, labor, materials or equipment for which the money was given, shall be guilty of a misdemeanor; provided, however, that normal trade discount for prompt payment shall not be considered a violation of this section."

"K:\CM\CMDtemp\common\4 Conditional Release Rev. 4/18/05

GENERATED FROM TRACKER, 12/8/2014

Exhibit 29 Create/Edit Check Request





Community Development Commission
County of Los Angeles

No. 17386

Check/Warrant Request

Payable To: Access Pacific
Address: 28 N. Marengo Avenue
Pasadena, Ca 91101
Attention: Tomas Torres

Federal I.D. No. or Social Security No.

Date: 12/08/2014
P.O. Number
Requested By: Casey Chung
Requesting Division: Construction Management

Project: TP003551 Foothill Villa ADA Upgrades

PLEASE IDENTIFY MWBE STATUS OF VENDOR

☐ African American (B) ☐ Asian American (A) ☐ American Indian and Alaskan Native (I) ☑ Non Minority (N)
☐ Hispanic American (H) ☐ Female (F) ☐ Other Minority (O)

ELIGIBILITY: Check Vendor Eligibility with Purchasing; Date: _____ Person contacted in Purchasing: _____

DESCRIPTIONS OF SUPPLIES OR SERVICES	ACCOUNT No.	PROJECT No.	AMOUNT ($)
	5201	CF1406	$4,333.85
		Total Payment Request:	$4,333.85

Remarks:

Special Check Handling Requirements:

APPROVED BY:

Division Budget Review — Date
Norma Clarke

Section Manager — Date
Geoffrey Siebens

Division Director — Date
Maria Badrakian

Executive Director or Designee — Date

Approved for CDBG payment by:

CDBG Division Representative — Date

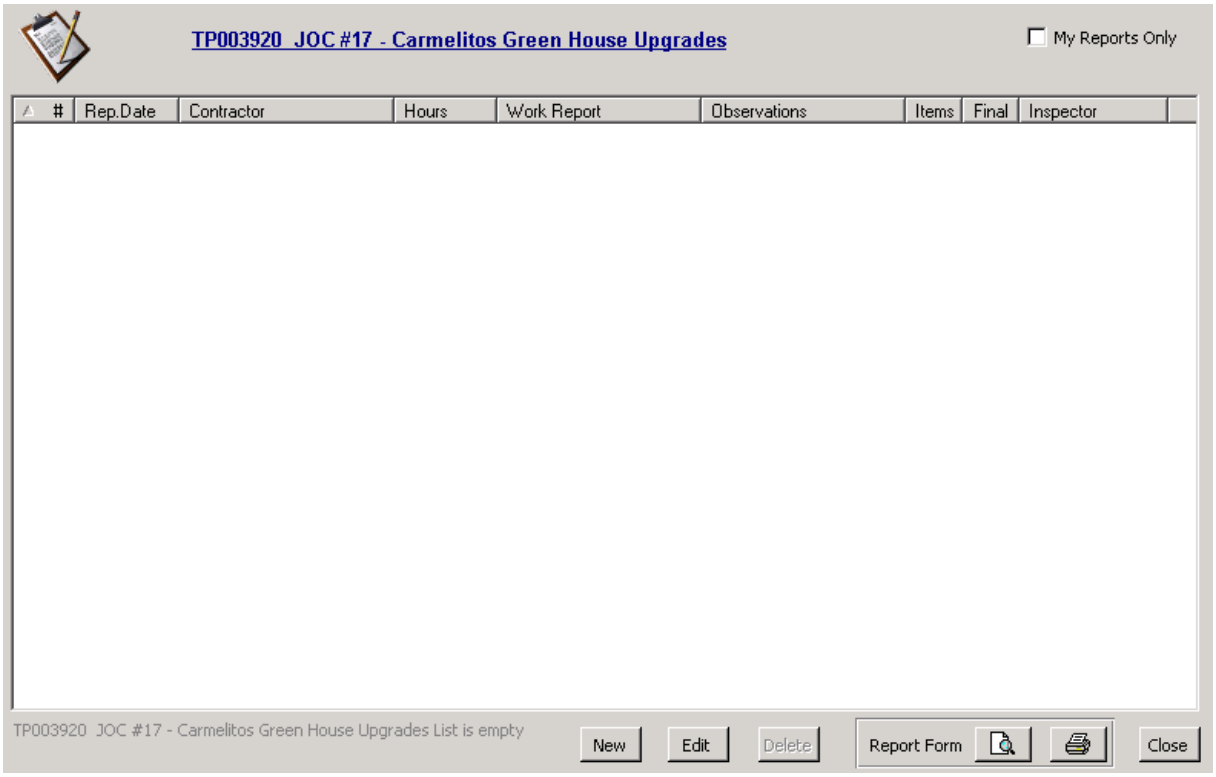
☐ **Approved for Manual Check**

Executive Director or Designee — Date

FOR ACCOUNTING USE ONLY

GENERATED FROM TRACKER

Exhibit 30 Inspection Reports



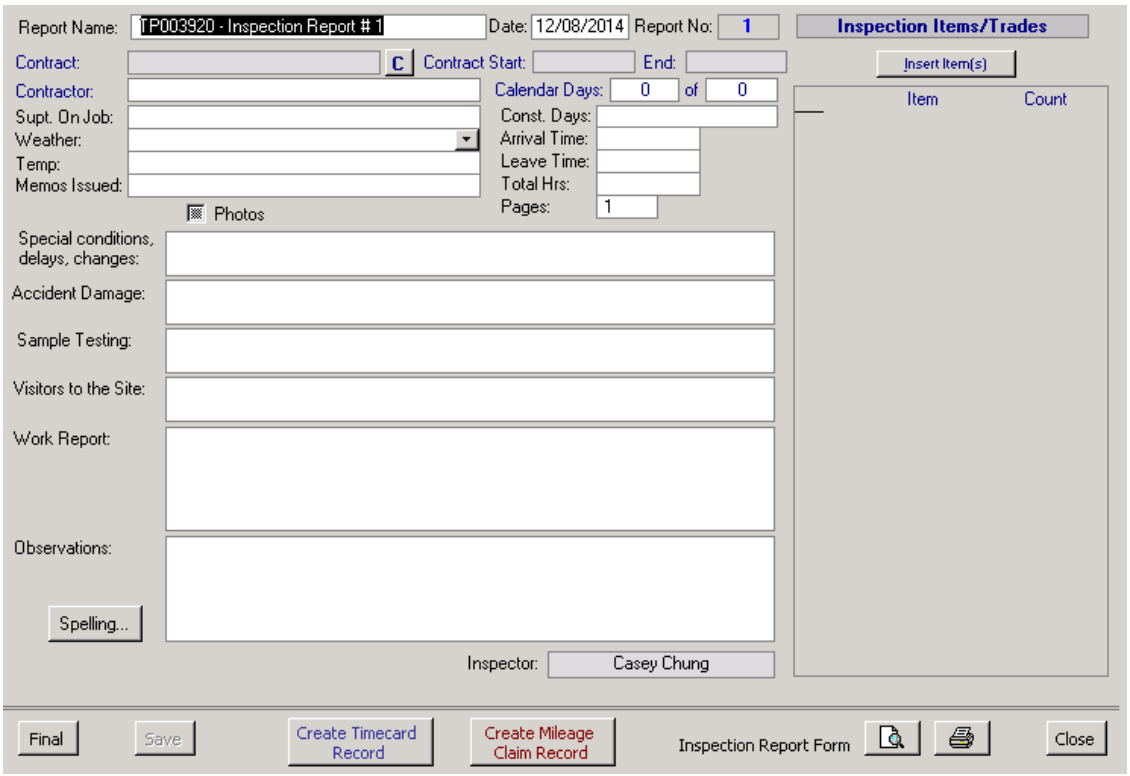


Exhibit 31 Project Attachments

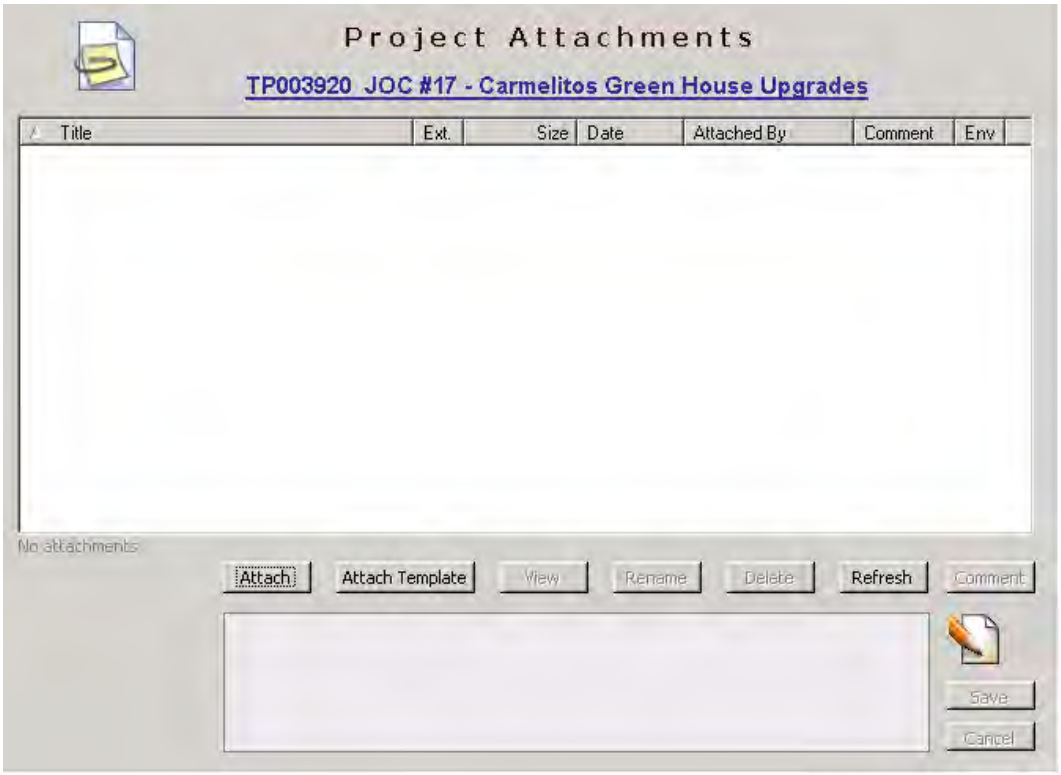
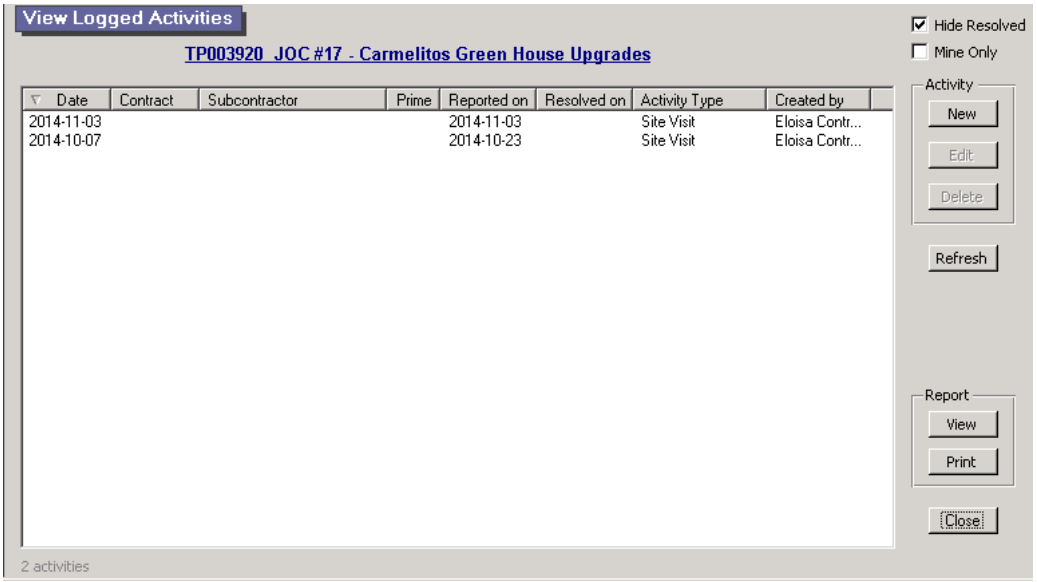


Exhibit 32 Labor Compliance Activity Log



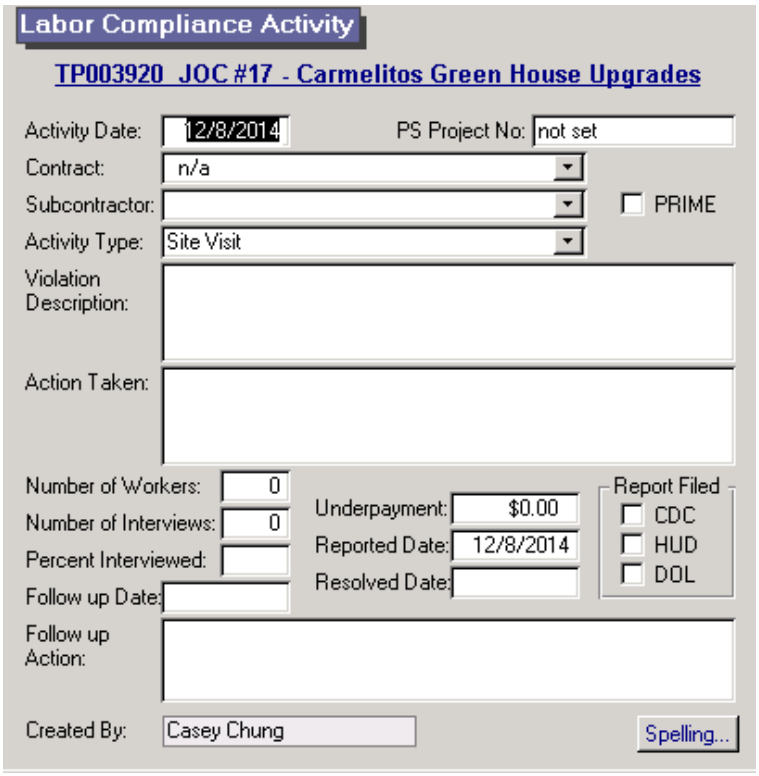


Exhibit 33 Violation Reports

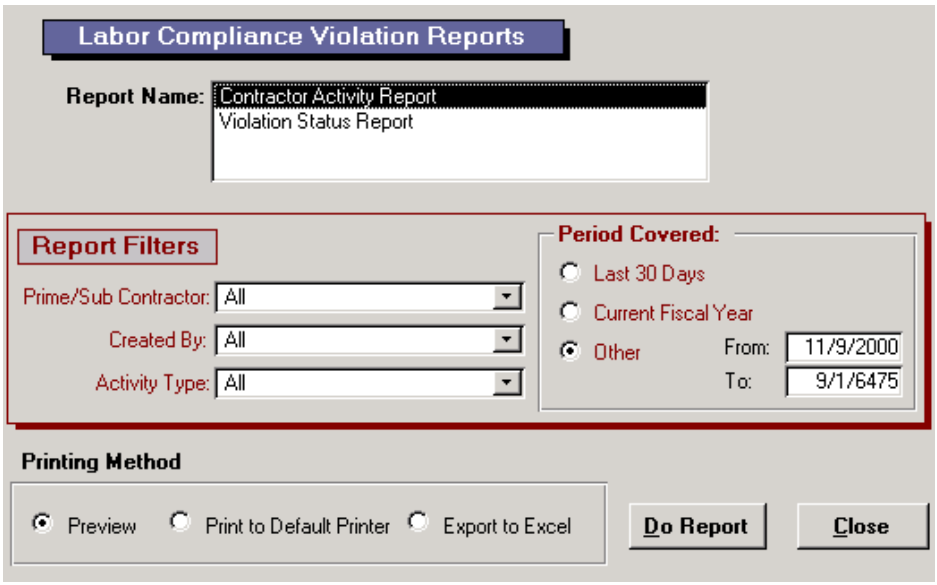


Exhibit 34 Contractor Activity Report

Labor Compliance

Contractor Activity Report

Monday, December 08, 2014

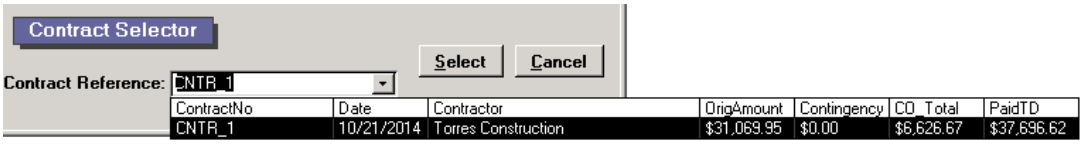
CONTRACTOR NAME	LIC. #	Prm/Sub	PROJECT NAME	NUMBER	PROCEDURAL / LAW VIOLATION	RESPONSIVNESS	L/C	INSPECTOR	PM	HUD Rp	PRIME CONTRACTOR
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	NO COMPLIANCE ISSUES	RESPONSIVE	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $384.64	Reported 08/16/12 - Resolved 11/13/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s)	Reported 08/16/12 - Resolved 11/13/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	NO COMPLIANCE ISSUES	RESPONSIVE	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	NO COMPLIANCE ISSUES	RESPONSIVE	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	San Angelo Community Center	TP002801	NO COMPLIANCE ISSUES	RESPONSIVE	G. Del Rio	R. Del Mar	D. Mendoza	NO	The Sun Group
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $193.76	Reported 03/14/12 - Resolved 04/19/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $236.48	Reported 03/14/12 - Resolved 04/19/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $218.80	Reported 03/14/12 - Resolved 04/19/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $484.80	Reported 03/14/12 - Resolved 04/19/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $869.28	Reported 03/14/12 - Resolved -----	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s)	Reported 03/14/12 - Resolved 04/19/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $19.26	Reported 03/08/12 - Resolved 04/19/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $354.72	Reported 03/14/12 - Resolved 04/19/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	NO COMPLIANCE ISSUES	RESPONSIVE	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	NO COMPLIANCE ISSUES	RESPONSIVE	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s)	Reported 08/21/12 - Resolved 11/13/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.
		SUB	Nueva Maravilla Xeriscaping and Irrigation	TP002934	Law - Underpayment(s) $876.88	Reported 08/21/12 - Resolved 11/13/12	G. Del Rio	A. Casanova	P. Shih	NO	American Landscaping, Inc.

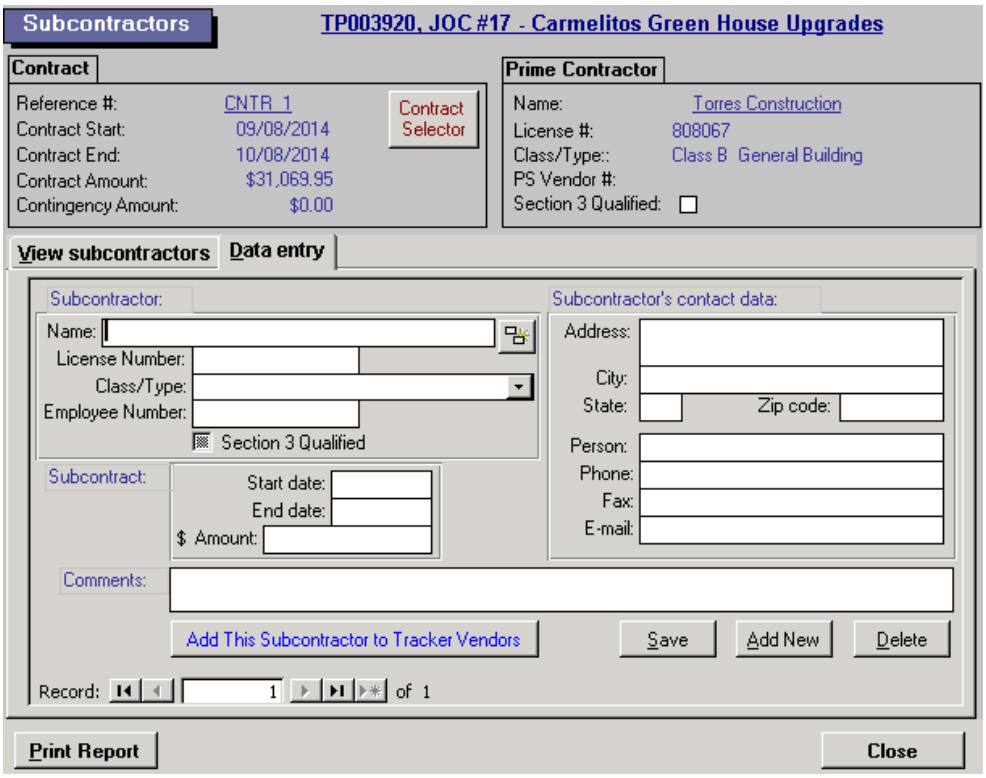
Exhibit 35 Violation Status Report

Violation Status Report

PROJECT NAME	CONTRACTOR	SUBCONTRACTOR	VIOLATION	REPRESENTATIVE		ACTION TAKEN	Reports Filed C D	H U C	O D
4th Avenue Park		Hairbrink Asphalt Paving Inc	Procedural Violation	Gloria Del Rio	08/24/11 -	Discrepancy letter send as payroll reports etc are behind and need to be brought up to date.			
		J Ginger Masonry LP	Procedural Violation	Gloria Del Rio	04/25/11 -	Discrepancy letter send requesting that the payroll reports etc be submitted.			
		Muth Equipment Inc	Procedural Violation	Gloria Del Rio	08/24/11 -	Discrepancy letter send out as the payroll reports etc need to be brought up to date.			
			Procedural Violation	Gloria Del Rio	02/14/12 -	Discrepancy letter was send out as the payroll reports are behind and need to be brought up to date. The last submittal was PR #28 for wke 10-08-2011.			
Canyon Creek		BLF Inc. dba Larrabure Framing	Law Violation	Kesha Griffin	09/28/11 -				
		Cal-Lite Construction Inc dba Cal-Lit	Procedural Violation	Kesha Griffin	04/29/11 -	4/29/11 sent discrepancy letter re: payrolls numbered incorrectly & payroll #17 reflecting incorrect pay rate.			
		Cosco Fire Protection, Inc.	Law Violation	Kesha Griffin	04/11/11 -	Emailed/Mailed discrepancy letter. On 4/25/11 received supporting documentation regarding underpayment and it was determined the underpayment did not apply.		×	
		Hunter Best Cleaning Inc.	Law Violation	Kesha Griffin	10/18/11 -	sent discrepancy letter on 10/18/11			
		Petersen-Dean Inc dba Petersende	Law Violation	Kesha Griffin	05/16/11 -	Sent discrepancy letter 5-16-11. Mailed out responsive letter on 6/20/11. Supporting documentation proved no underpayment applied, therefore no restitution needed.			
		RM Glass Inc.	Law Violation	Kesha Griffin	04/04/11 -	Sent discrepancy letter on 4-4-11.			
			Law Violation	Kesha Griffin	05/02/11 -	Sent discrepancy letter.			
Carmelitos Parking Lots and Sidewalks - Phase III		JTP Construction	Law Violation	Gloria Del Rio	01/04/11 -	Discrepancy letter prepared and mailed on 1-4-2011.			
			Law Violation	Gloria Del Rio	01/04/11 -	Discrepancy letter prepared and mailed on 1-4-2011.			
			Law Violation	Gloria Del Rio	01/04/11 -	Discrepancy letter prepared and mailed 1-4-2011.			
Carmelitos Solar Retrofit			Procedural Violation	Kesha Griffin	06/26/13 -	sent discrepancy lttr on 6/26/13.			
Cities Restaurant 4512 and 4514 E. Cesar Chavez		Morales Sign Co.	Procedural Violation	Eloisa Contreras	07/25/11 -	Missing Approval and payroll documents and project is final.		×	
Courtyard at LaBrea			Law Violation	Kesha Griffin	09/04/12 -	sent discrepancy on 9/5/19.			
			Law Violation	Kesha Griffin	10/30/13 -	sent discrepancy letter on 10/30/13.			
			Procedural Violation	Kesha Griffin	05/10/12 -	Sent discrepancy letter 5/9/12.			
			Procedural Violation	Kesha Griffin	07/12/12 -	Sent discrepancy letter on 7/12/12.			
			Procedural Violation	Kesha Griffin	11/21/12 -	sent discrepancy 11/21/12.			
			Procedural Violation	Kesha Griffin	05/16/13 -	sent discrepancy lttr on 5/16/13.			
			Procedural Violation	Kesha Griffin	05/16/13 -	sent discrepancy lttr on 5/16/13			
			Procedural Violation	Kesha Griffin	05/16/13 -	sent discrepancy lttr on 5/16/13.			
		Great Western Erectors of Californi	Law Violation	Kesha Griffin	09/28/12 -	Sent discrepancy lttr 9/28/12.			
		Janus Corporation	Law Violation	Kesha Griffin	11/20/12 -	sent discrepancy on 11/20/12.			

Exhibit 36 Subcontractor Information





Subcontractors Summary

Project: **TP003171 JOC #2 - Francisquito Villa and Whittier Manor Air**

Manager: Maureen Ng
Inspector: Andyrick Liu

Contract #: **FRACISQUITO VILLA AC**

Start Date:	*Contract Amount:*	$76,174
End Date:	*Total Cahnge Orders:*	$0
Extended Date:	*Total Subcontracts Amount:*	$414,205

Prime Contractor: **Harry H. Joh Construction Inc.** *PS No*

License No 469845
Liability Ins No
Liability Ins Date Eff:
Expires:

Address: 8205 Somerset Blvd
City: Paramount *State:* CA *Zip:* 90723
Class/Type: Class A General Engineeri
Section 3 Qualified: ☐

Subcontractor: **Acetek Roofing**
Subcontract Amount: $264,725 *Start:* 06/01/2012 *End:*
Address: 2525 W. 8th Street, #220
City: Los Angeles *State:* CA *Zip:* 90057

Contact Person: Chris Kim
E-mail: joewcac@caccont.com
Phone: 323-231-6060
Fax:
License number: 874330
Class/Type: Class C-39 Roofing
Section 3 Qualified: ☐
Employee number: 20-3607103

Comments:

Subcontractor: **Ant's Framing and Construction**
Subcontract Amount: $21,000 *Start:* *End:*
Address: 170 Bimini Place, Suite C
City: Los Angeles *State:* CA *Zip:* 90005

Contact Person: Manuel Hernandez
E-mail: ants@antscontruction.com
Phone: 310-356-6575
Fax:
License number: 930555
Class/Type: Class B General Building
Section 3 Qualified: ☑
Employee number: 26-3278930

Comments:

Subcontractor: **Ant's Framing and Construction**
Subcontract Amount: $6,000 *Start:* *End:*
Address: 170 Bimini Place, Suite C
City: Los Angeles *State:* CA *Zip:* 90005

Contact Person: Manuel Hernandez
E-mail: ants@antscontruction.com
Phone: 310-356-6575
Fax:
License number: 930555
Class/Type: Class B General Building
Section 3 Qualified: ☑
Employee number:

Comments:

Exhibit 38 Labor Compliance Progress Payment Approvals

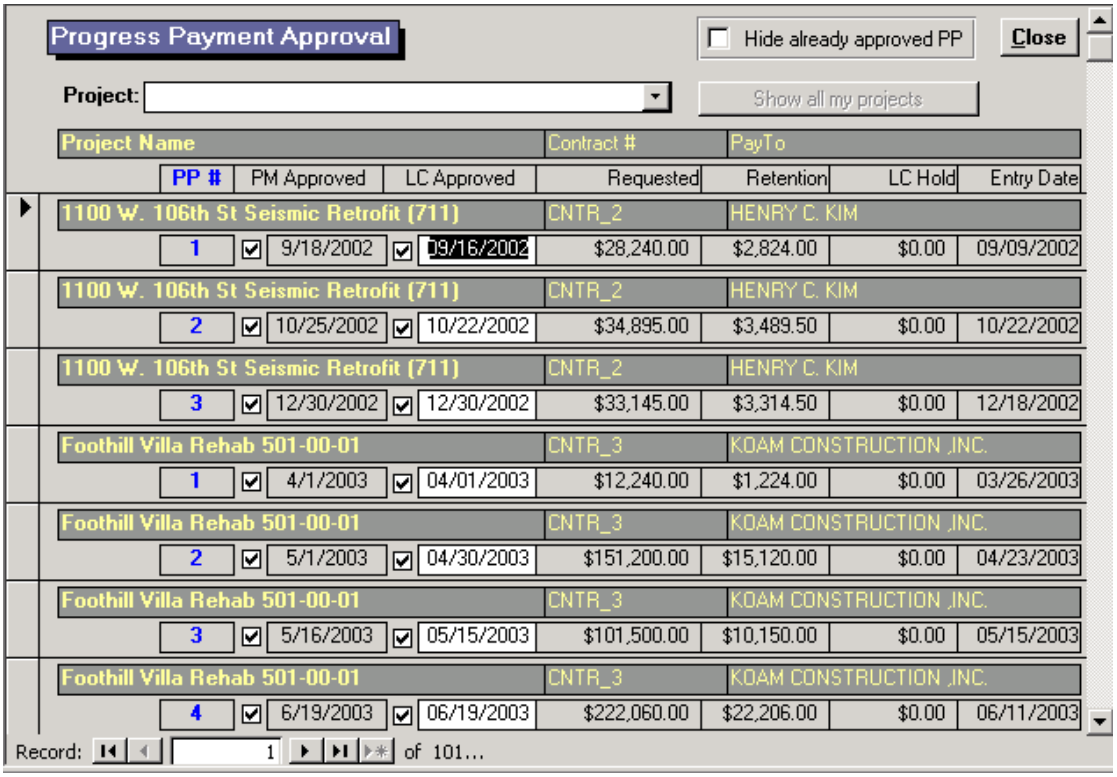
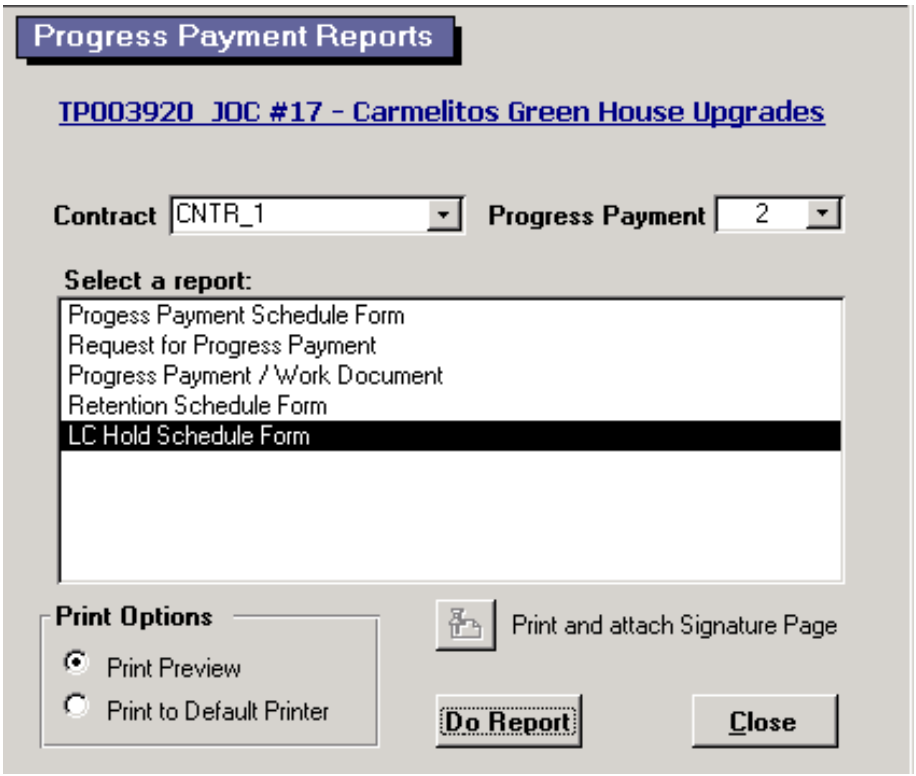


Exhibit 39 Labor Compliance Progress Payment Release Form



LC Hold Schedule Form

Pproject: TP003920 JOC #17 - Carmelitos Green House Upgrades
Owner: Housing Authority of the County of Los Angeles
Location: 817 & 761 Via Carmelitos, Long Beach, CA 908
Inspector: Michael Martinez
Start Date: September 08, 2014

Contractor: Torres Construction
Contract No: CNTR_1
Contract Amount: $31,069.95
Project Manager: Casey Chung
Completion Date: October 16, 2014

Amount Requested by Contractor	PP #	Amount Retained	Date	Total Released Amount	Release Details
$29,069.95	1	$0.00		$0.00	
$8,626.67	2	$0.00		$0.00	
Total Amount Retained		$0.00	Total Amount Released	$0.00	Total Retained Minus Released $0.00

General Contractor's Awareness

Signature: _____
Eloisa Contreras
Labor Compliance Officer

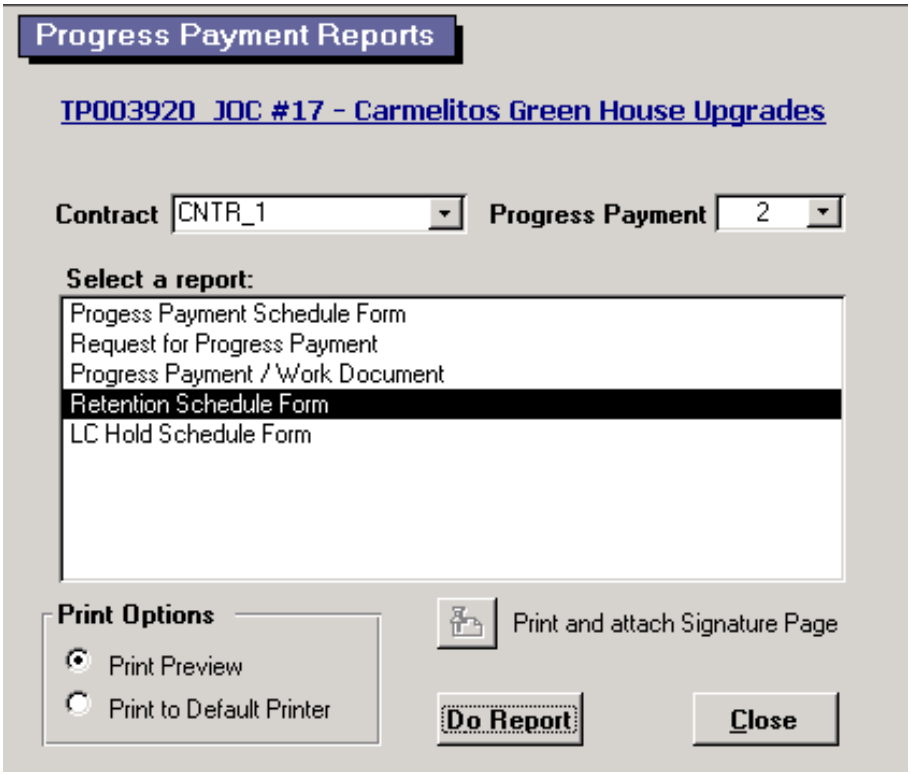
Company's Name: *Torres Construction*

Contractor's Name: *Martha McGowin*

Date: _____

Contractor's Signature: _____

Exhibit 40 Labor Compliance Retention Release Form



Retention Schedule Form

Pproject: TP003920 JOC #17 - Carmelitos Green House Upgrades
Owner: Housing Authority of the County of Los Angeles
Location: 817 & 761 Via Carmelitos, Long Beach, CA 908
Inspector: Michael Martinez
Start Date: September 08, 201

Contractor: Torres Construction
Contract No: CNTR_1
Contract Amount: $31,069.95
Project Manager: Casey Chung
Completion Date: October 16, 2014

Amount Requested by Contractor	Progress Payment #	Amount Retained	Date	Amount Released	Date
$29,069.95	Progress Payment # 1	$1,453.50	10/21/2014	$0.00	
$0.00	Retention Release # 1	$0.00		$1,884.83	11/14/2014
$8,626.67	Progress Payment # 2	$431.33	12/02/2014	$0.00	
	Total Amount Retained	$1,884.83	Total Amount Released	$1,884.83	Total Retained Minus Released $0.00

General Contractor's Awareness

Signature: _____
Eloisa Contreras
Labor Compliance Representative

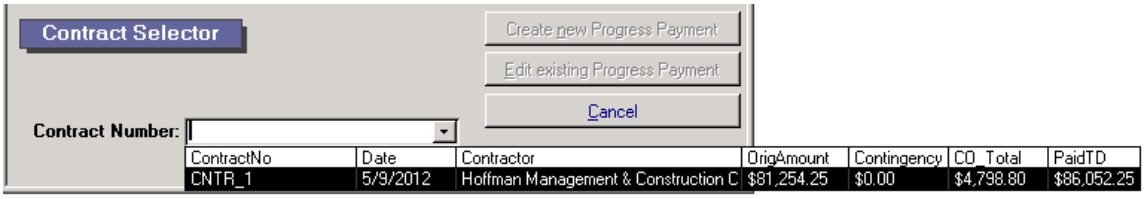
Company's Name: *Torres Construction*

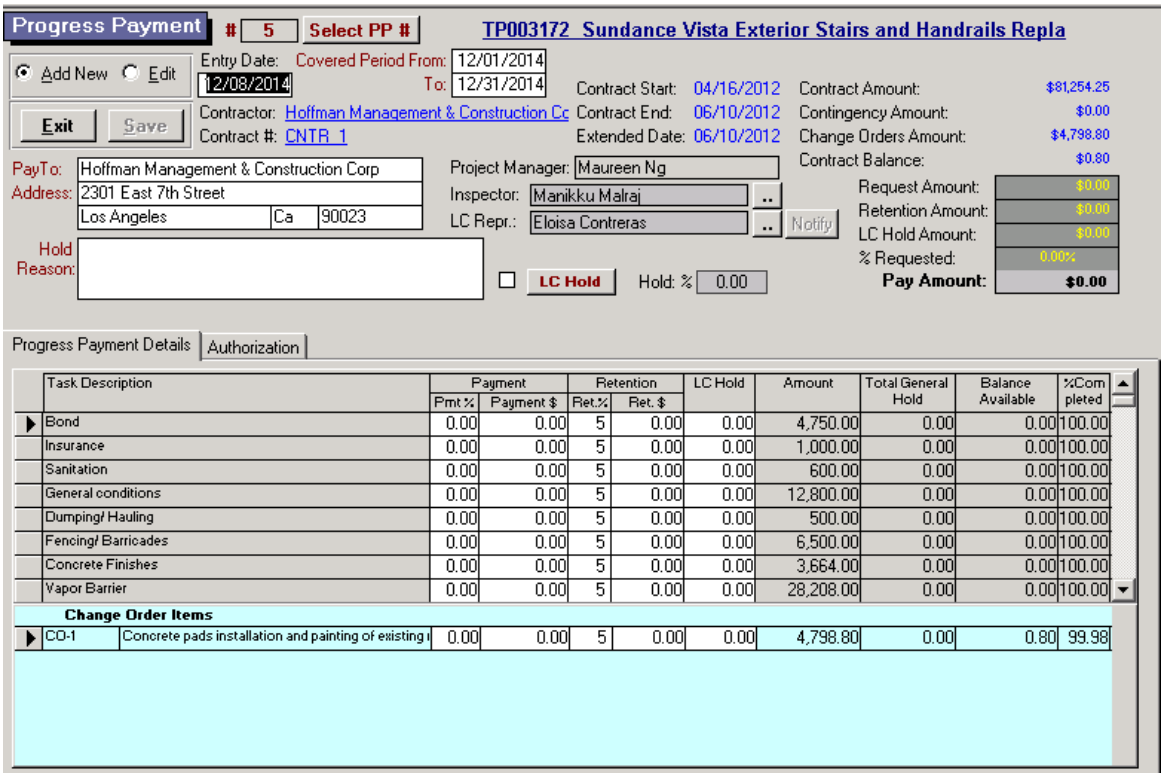
Contractor's Name: *Martha McGowin*

Date: _____

Contractor's Signature: _____

Exhibit 41 Apply Holds from Progress Payments





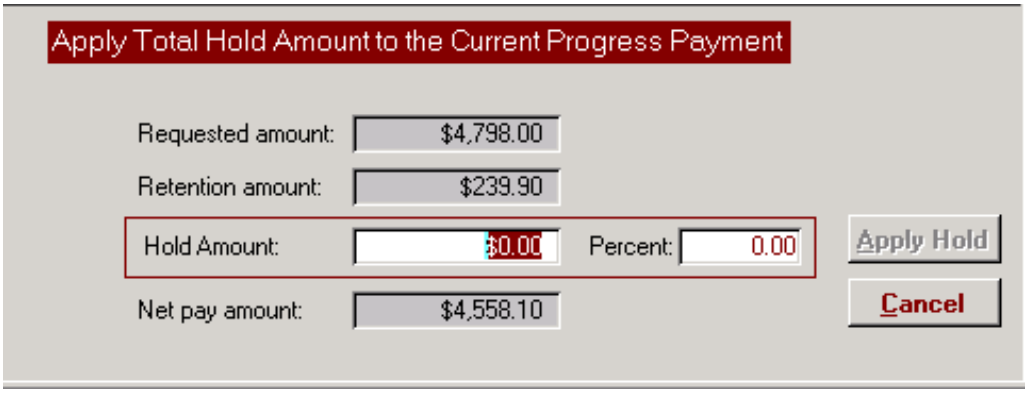


Exhibit 42 Release Holds from Progress Payments

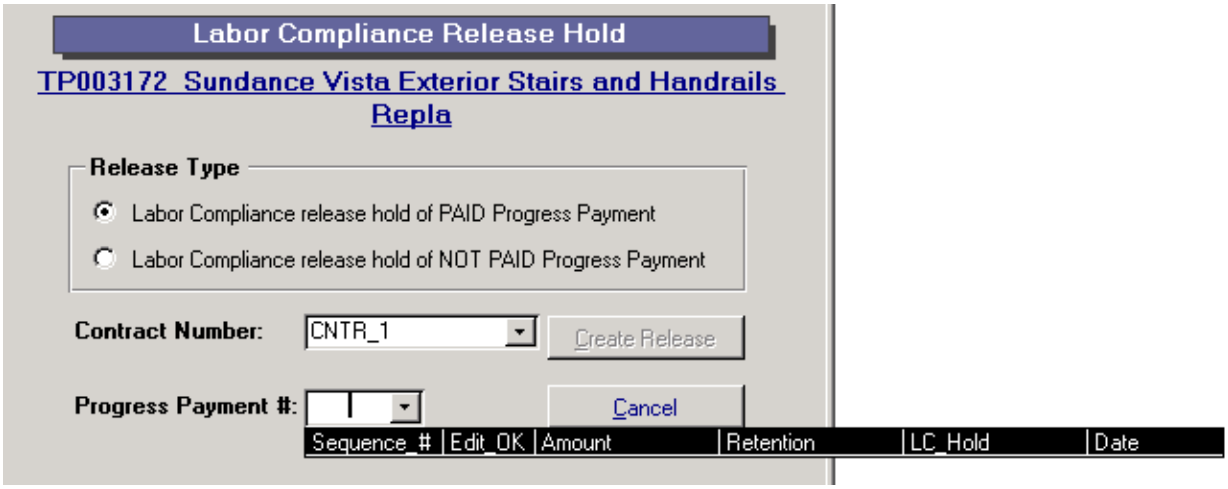
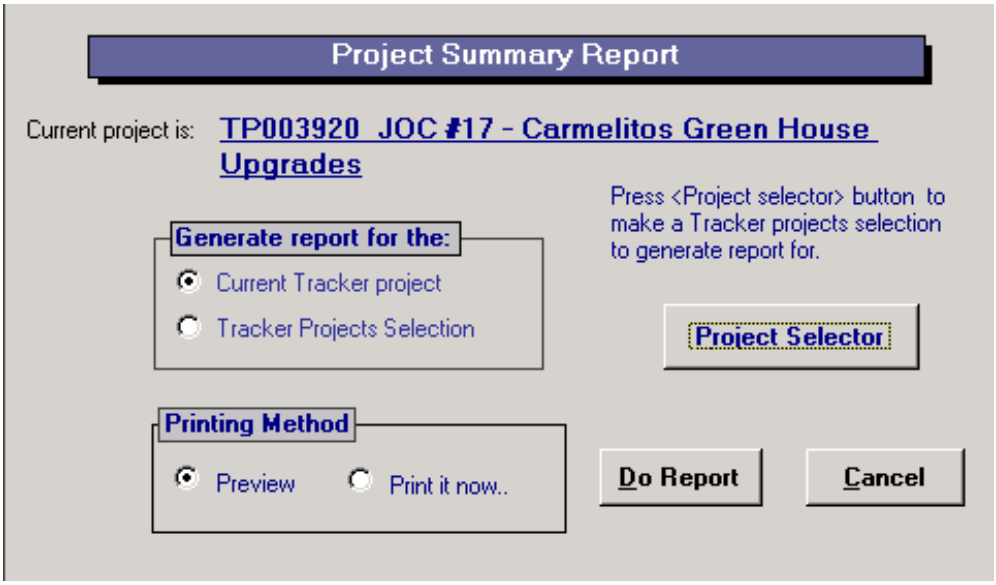


Exhibit 43 Project Summary Report



Project Summary TP003920 JOC #17 - Carmelitos Green House Upgrades

Project Manager: Casey Chung | **Department:** Housing Management | **Created:** 7/15/2014 | **Programs:** Special (Housing Managem
Project Status: Construction | **Project Type:** Rehabilitation | **Start Date:** 7/15/2014
% Completed: 80% | **Project Usage:** Other | **End Date:**

Project Location:

Site	APN	Full Address
CARMELITOS	0000-000-000	817 & 761 Via Carmelitos, Long Beach, CA 90805

Team Assignment:

Team Member Name	Position	Department	Phone	E-mail
Michael Martinez	Inspector	Construction Management	(323) 864-2569	michael.martinez@lacdc.o
Casey Chung	Construct Mgmt. Speciali	Construction Management	(323) 260 3494	Casey.Chung@lacdc.org
Eloisa Contreras	Labor Compliance	Construction Management	(323) 767-6363	Eloisa.Contreras@lacdc.o

Project Budget Funds

Fund Name	External Fund	Fund Amount
Other		$37,336.95
	Total Budget	**$37,336.95**

Project Budget Expense Categories

Category Name	Amount
Structures/Rehabilitation	$37,336.95
Total Budget	**$37,336.95**

Tracker Budget 2014

Fund Name	Expense Category	Fund Amount
Other	Structures/Rehabilitation	$37,336.95
Total for Budget 2014		**$37,336.95**

PeopleSoft Budget 2014 Allocation

Project #	Account	Fund Code	Amount
GED010	5204		$37,336.95
Total for Budget 2014			**$37,336.95**

Contracts / Schedule of Values

CNTR_1/ Contractor: Torres Construction **Start:** 09/08/2014 **End:** 10/16/2014

Task Description	Total Amount	Available Balance	Earned to Date
GENERAL REQUIREMENTS	$30,144.17	$0.00	$30,144.17
SITE WORK	$407.87	$0.00	$407.87
FURNISHINGS	$517.91	$0.00	$517.91
Replace Environmental Control System & High Floe Fans	$6,626.67	$0.00	$6,626.67
Totals:	**$37,696.62**	**$0.00**	**$37,696.62**
Totals Contracts:	**$37,696.62**	**$0.00**	**$37,696.62**

Totals for "JOC #17 - Carmelitos Green House Upgrades	**$37,696.62**	**$0.00**	**$37,696.62**

Project Summary TP003920 JOC #17 - Carmelitos Green House Upgrades

Project Manager: Casey Chung | **Department:** Housing Management | **Created:** 7/15/2014 | **Programs:** Special (Housing Managem
Project Status: Construction | **Project Type:** Rehabilitation | **Start Date:** 7/15/2014
% Completed: 80% | **Project Usage:** Other | **End Date:**

MS Project Milestones

Date	% Cmpl	Task Description
07/15/2014	100	Service Request
07/24/2014	100	Joint Scope Meeting
07/25/2014	100	Issue Request For Proposal
08/08/2014	100	Receive 1st Proposal from Contractor
08/14/2014	100	Review Proposal
08/21/2014	100	Proposal Approved
08/25/2014	100	Pre-Construction Meeting
09/08/2014	100	Notice to Proceed
10/06/2014	100	MOD #1 Request for Proposal
10/16/2014	100	MOD #1 Proposal Approved
10/27/2014	25	MOD #1 Construction Start
11/10/2014	100	Construction Complete

Prior History: JOC 17 - Torres Construction Inc.
Contract Amount: $31,069.95

Project Description - Work will be for green house upgrades per Jimmy Ng recommendations.

CMU services to be provided: project manager, inspections, and labor compliance.

Pend Actions: There is a modification to replace the control systems which has been approved by HM. Construction to install the new control system will begin on 10/27 and will be completed by 11/10.

Exhibit 44 Microsoft Project

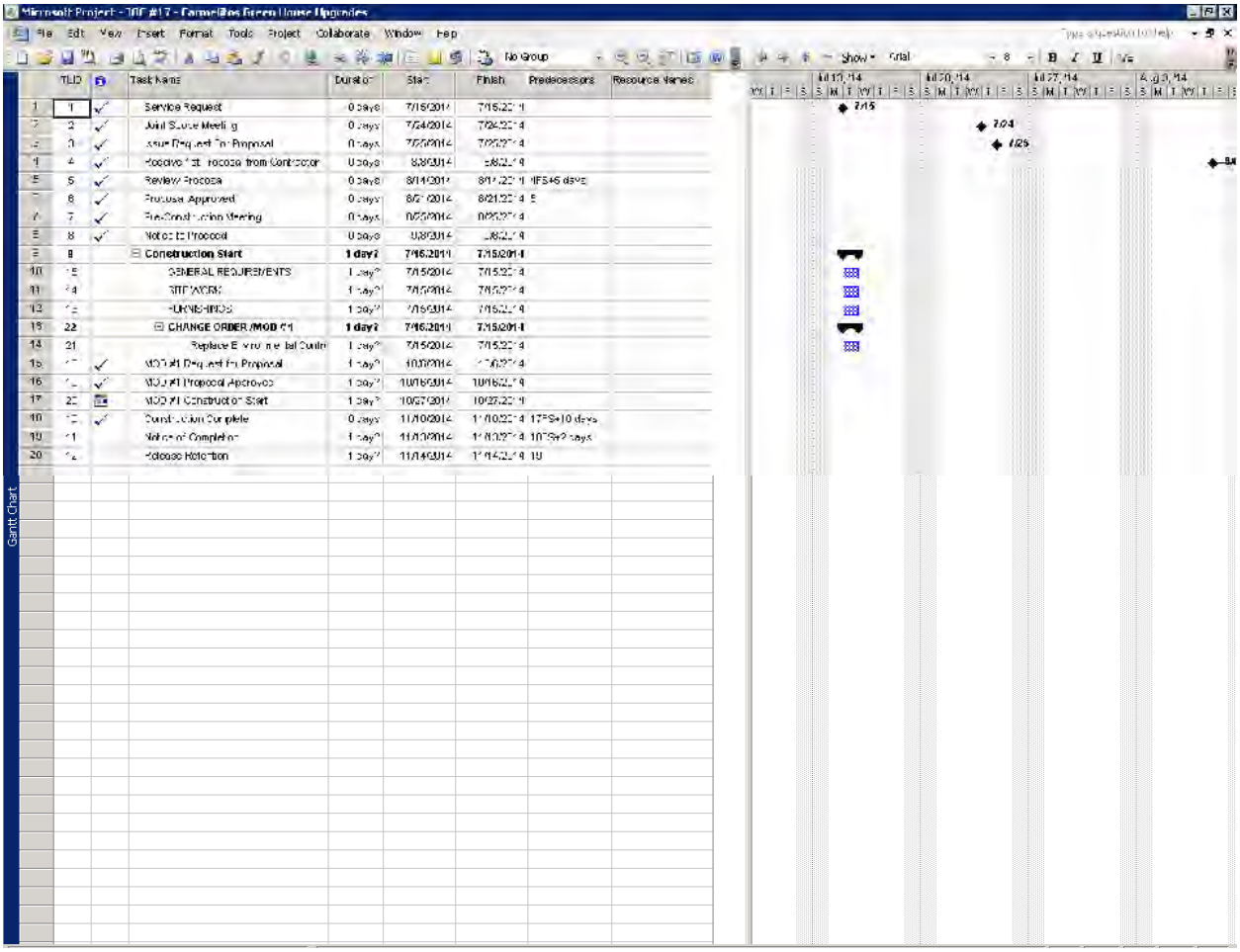


Exhibit 45 Project Selection

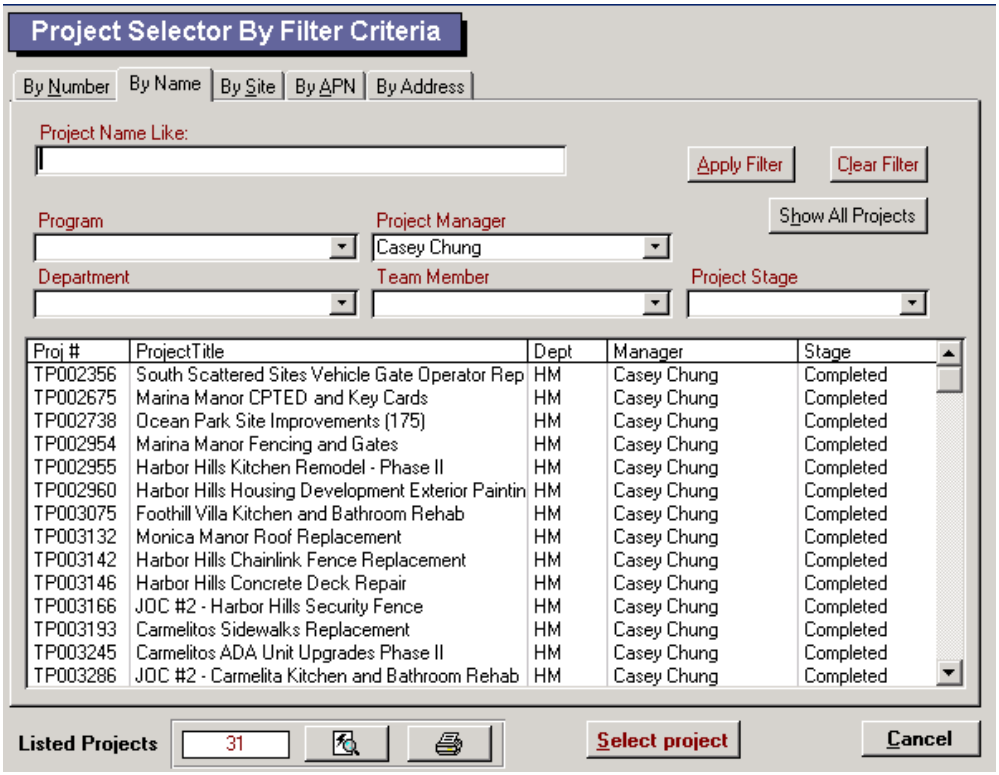


Exhibit 46 System Navigation

Exhibit 47

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
To be finalized upon execution of contract

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section 3.1 – Database and Technical Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	$50 per occurence
SOW Section 3.2 – Required Functionalities	100% Completion of Required Services	Observation, Inspection & Acceptance	$50 per occurence
SOW Section 3.3 – Required Modules and Functionalities	100% Completion of Required Services	Observation, Inspection & Acceptance	$50 per occurence

Exhibit 48

Commission's Administrative Travel Policy (dated 11/29/10)

6.4.0 Administrative Travel

6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including *Fleet Vehicle Management and Driving on Commission Business*, which is available on the Intranet.

6.4.2 DEFINITIONS

Administrative Travel is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

Authorized Persons include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

Lowest Logical Cost is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

Form 420 is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost.*

NOTE: Travel advances issued by the Commission are considered "personal advances to the traveler" until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)

Form 430 is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within ***10 business days*** after the last day of travel.

6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is $75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

a. routing requires **no** more than one additional interim stop or change of planes each way;

b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

C. COACH CLASS

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

D. UPGRADES

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

E. PREFERRED AIRLINES

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

F. AIRLINE FREQUENT FLYER PROGRAMS

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

G. PREPAID TICKETS

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

H. DENIED BOARDING COMPENSATION

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

I. OVERNIGHT DELAYS

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

J. CANCELLATIONS/UNUSED TICKETS

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

K. LOST OR STOLEN TICKETS

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

L. USE OF PRIVATE AIRCRAFT

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of $100,000/$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

M. TRAIN TRAVEL

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

N. GROUND TRANSPORTATION

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

6.4.9 DRIVING ON COMMISSION BUSINESS

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

A. VEHICLE SELECTION AND UPGRADES

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

B. VEHICLE INSPECTION BEFORE DRIVING

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430.* Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430.*

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430.*

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430.*

A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

Form 430 must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for "no show" charges unless the traveler was not at fault.

C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later**(*)**

(*) Travel must be at least 4 hours in total.

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

a. a meal is included in the registration fee for the event; or the

b. Commission pays an additional fee for a planned event meal.

Form 430, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

6.4.13 INCIDENTAL EXPENSES

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a ***capital or primary city*** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

Capital and primary city reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.14 PORTERAGE

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

policy-administrative travel-1-2010-REV-11-2010

Attachment A

COMMUNITY DEVELOPMENT COMISSION
TRAVEL AUTHORIZATION – ADVANCE REQUEST

TRAVELER _____ POSITION _____

DIVISION _____ DEPT/PROJ NO. _____

DATE LEAVING _____ DATE RETURNING _____ DESTINATION _____

DESCRIPTION OF CONFERENCE, MEETING, BUSINESS, ETC.

_____

ANTICIPATED COST:

Registration Fees	$
Meals (_____ days @ $ _____)	
Lodging (_____ days @ $ _____)	
Transportation	
Other (describe)	
Total Estimated Cost	$

SAMPLE ONLY

CHECK REQUEST

TO TRAVELER: (charge to A/C No. 010-132) $

FOR REGISTRATION: (charge to Project No. _____)

_____
Payee

_____
Address

_____

_____

OTHER: Charge to account _____ $

PURPOSE _____

_____
Payee

_____
Address

_____

TOTAL $

REQUESTED BY: APPROVED BY:

_____ _____
Traveler Date Division Director Date

_____
Executive Director Date

Attachment B

COMMUNITY DEVELOPMENT COMMISSION
TRAVEL EXPENSE REPORT

TRAVELER _____ DIVISION _____

DEPARTURE (Date & Time) _____ RETURNED (Date & Time) _____

DESTINATION/PURPOSE _____

DATE	LOCATION	TRANSPORTATION		LODGING	MEALS	OTHER		REGISTRATION	TOTAL
		TYPE *	COST			TYPE	COST		
		TOTALS							

*TRANSPORTATION: A-Air; TX-Taxi; B - Bus; TS - Train/Subway; CR - Car Rental

ADVANCES

DATE	PAYEE	AMOUNT

SUMMARY

Total Expenses	.....	$ _____
Total Advances	.....	$ ( )
Due Traveler	.....	$ _____
Due Commission	.....	$ _____
ATTACH CHECK		

TOTAL TRAVEL ADVANCE $_____

This is to certify that the above expenses, as supported by the attached receipts where applicable, where incurred by the undersigned in connection with an authorized business trip for the Community Development Commission and are chargeable to Project No. _____

(Please attach a copy of the TRAVEL AUTHORIZATION ADVANCE REQUEST)

Traveler	Date
Approval	Date
Executive Director	Date

FOR FINANCIAL MANAGEMENT USE ONLY	
$	
$	
$	
$	

SAMPLE ONLY

EXHIBIT B –

Pricing Schedule

EXHIBIT B

COST SHEET
FOR
ON PREMISE SOLUTION

The Contractor shall provide Project Tracking Software Database services as stated in Exhibit A, Statement of Work. The Contractor shall be paid in accordance with the below table fee schedule.

SECTION 1				
Line	**Description**	**Cost**	**Tax**	**Total Cost**
1	Solution Software License Fee as specified in Appendix B, SOW, Section 2.8, reference Exhibit B.1	$181,500	n/a	$181,500
2	Additional optional modules Software License Fee as specified in Appendix B, SOW, Section 3.5	n/a	n/a	n/a
3	Third party software, if any*, Software License Fee as specified in Appendix B, SOW, Section 5.8	n/a	n/a	n/a
4	Installation and Setup of Solution, as specified in Appendix B, SOW, Section 3.5	$630,400	n/a	$630,400
5	Data Migration as specified in Appendix B, SOW, Section 3.5	$50,400	n/a	$50,400
6	Maintenance and Technical Support, to be included for first year of contract, reference Exhibit B.1	$34,000	n/a	$34,000
7	Customization and Integration with applications as specified in Appendix B, SOW, Section 3.4	$124,800	n/a	$124,800
8	Training and Training Materials, as specified in Appendix B, SOW, Section 3.5	$88,000	n/a	$88,000
9	Travel and Related Expenses, as specified in Appendix B, SOW, Section 5.11	$40,000	n/a	$40,000
11		**Subtotal for Section 1**		**$1,149,100**
SECTION 2 In Section 2, if the contract is extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission, the following is the Contractor's provided yearly maintenance, technical support and software license fee cost, reference Exhibit B.1				
Line	**Description**	**Cost**	**Tax**	**Total Cost**
12	Year 2 Maintenance/Technical Support and Software License Fees Renewal Cost	$34,000	n/a	$34,000
13	Year 3 Maintenance/Technical Support and Software License Fees Renewal	$34,000	n/a	$34,000
14	Year 4 Maintenance/Technical Support and Software License Fees Renewal	$34,000	n/a	$34,000
15	Year 5 Maintenance/Technical Support and Software License Fees Renewal	$34,000	n/a	$34,000
16		**Subtotal for Section 2**		**$136,000**
17		**GRAND TOTAL OF SECTION 1 AND SECTION 2**		**$1,285,100**

*Subcontract and Third Party Software Acknowledgement Form is included as part of the requirements from Exhibit G, Required Forms.

SECTION 3 In Section 3, it includes notes/assumptions, if applicable and services needed.	
Line	**Notes/Assumptions**
18	Documentation and testing will be provided in the allotted hours. Additional documentation and/or testing may require additional services.
19	In conjunction with Line 1 above, in this Exhibit B, Cost Sheet, the Contractor has significantly reduced services if documentation/ testing requirements are reduced. Extensive documentation and testing is typically required with custom solutions that require that level of documentation, quality control and testing.
20	The schedule proposed has estimated allocations per task. The Contractor's hours are a not-to-exceed amount; however, the Contractor may request the ability to move funds between buckets as needed and with the Commission's approval.
21	Travel expenses are only an estimate. Actual expenses will be billed as incurred and according to the Commission's needs and per the Commission's Travel Policy referenced as Exhibit A, Statement of Work, Section 5.11 – Travel Expenses.

EXHIBIT B.1
Solution Software License Fee

On Premise Option

Software purchased and hosted by client

PMWeb

PMWeb Modules and Users	Qty	$/Unit	U/M	List Price	Discount	Total (Year 1)	Year 2	Year 3	Year 4	Year 5
PMWeb Server										
Planning: Portfolio Planning/Conceptual Estimating/Online Bidding/BIM	1	$ 10,000	ea	$ 10,000		$ 10,000				
Project Management: Cost Module/Engineering Forms/Cashflow	1	$ 10,000	ea	$ 10,000		$ 10,000				
Scheduling: Project/Portfolio/Claim/Cashflow	1	$ 10,000	ea	$ 10,000		$ 10,000				
Workflow: Visual Workflow	1	$ 10,000	ea	$ 10,000		$ 10,000				
Asset Explorer (included)	0	$ -	ea	$ -		$ -				
Asset Management: Work Orders, Preventive Maintenance, Dispatch Board, Equipment Management, Inventory Tracking	1	$ 10,000	ea	$ 10,000		$ 10,000				
Platform: Business Intelligence	1	included	ea							
PMWeb Users (sold in 5 packs)										
Full Named User (full access to all purchased modules)	50	$ 2,000	ea	$ 100,000		$ 100,000				
Guest User (concurrent)	0	$ 1,500	ea	$ -		$ -				
Guest User (named)	0	$ 750	ea	$ -		$ -				
PMWeb Toolbox										
Document Manager	1	$ 5,000	ea	$ 5,000		$ 5,000				
Custom Form Builder	1	$ 5,000	ea	$ 5,000		$ 5,000				
Stage Gates	0	$ 5,000	ea	$ -		$ -				
Timesheets	0	$ 5,000	ea	$ -		$ -				
External User Pool	1	$ 5,000	ea	$ 5,000		$ 5,000				
Active Directory/LDAP	1	$ 5,000	ea	$ 5,000		$ 5,000				
Development DB Package	1	$ 10,000	ea	$ 10,000		$ 10,000				
			Subtotal	$ 30,000		$ 180,000				
Software Support & Maintenance (Annual)										
PMWeb Support & Maintenance (20% annual of list price)	$ 1		ls	$ 34,000		$ 34,000	$ 34,000	$ 34,000	$ 34,000	$ 34,000
			Subtotal			$ 34,000	$ 34,000	$ 34,000	$ 34,000	$ 34,000
Software Installation										
Installation (one time setup fee)	$ 1	$ 1,500	ea	$ 1,500		$ 1,500				
			Subtotal			$ 1,500				
			Total			**$ 215,500**	$ 34,000	$ 34,000	$ 34,000	$ 34,000

5 Year Total
$351,500

EXHIBIT B.2
Optional MyLCM

myLCM

A HE Information Company

Standard Certified Payroll Management Module

Start-Up Fee	One-Time Fee
Implementation, onsite visit and training	$ 3,500.00

Construction Volume	Annual Fee
Up to $5 Million in construction costs	$ 1,890.00
Up to $10 Million	$ 3,850.00
Up to $25 Million	$ 5,950.00
Up to $50 Million	$ 10,500.00
Up to $100 Million	$ 13,300.00
Up to $200 Million	$ 17,500.00
Up to $300 Million	$ 22,050.00
Up to $400 Million	$ 26,250.00
Up to $500 Million	$ 30,800.00
Up to $750 Million	$ 35,000.00
Up to $2 Billion	$ 43,750.00

Optional Services

Service	Fee
Custom Report Development	Included in ad-hoc reporting feature; $150/hour otherwise
Web Service Access to Database	Included with standard API; $150/hour otherwise
Additional Certification Statements	Included
Prevailing Wage Data Input & Maintenance	Included (initial entry plus all updates)
New Administrative Training for Existing Clients	Included are 1 on-site training session and 1 webinar each week (additional on-site training sessions are $2,000/day and $300/webinar)
Direct Payroll Interface	Included with our list of standard interfaces; $150/hour otherwise
Backup Data DVD	Included
Active Database Fee	$1,200/year

myLCM

Additional Modules

Start-Up Fee	One-Time Fee
Implementation, onsite visit and training	$500/Module

Construction Volume	M/WBE, EEO, HUD, Section 3 Tracking	Payment Tracking	Mobile Field Inspections	Ad-Hoc Reporting	Local Hire/GIS
Up to $5 Million in construction costs	$567.00	$283.50	$283.50	$283.50	$283.50
Up to $10 Million	$1,155.00	$577.50	$577.50	$577.50	$577.50
Up to $25 Million	$1,785.00	$892.50	$892.50	$892.50	$892.50
Up to $50 Million	$3,150.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00
Up to $100 Million	$3,990.00	$1,995.00	$1,995.00	$1,995.00	$1,995.00
Up to $200 Million	$5,250.00	$2,625.00	$2,625.00	$2,625.00	$2,625.00
Up to $300 Million	$6,615.00	$3,307.50	$3,307.50	$3,307.50	$3,307.50
Up to $400 Million	$7,875.00	$3,937.50	$3,937.50	$3,937.50	$3,937.50
Up to $500 Million	$9,240.00	$4,620.00	$4,620.00	$4,620.00	$4,620.00
Up to $750 Million	$10,500.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00
Up to $2 Billion	$13,125.00	$6,562.50	$6,562.50	$6,562.50	$6,562.50

EXHIBIT C –

INTENTIONALLY BLANK

INTENTIONALLY BLANK

EXHIBIT D –

Contractor's EEO Certification

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

H A Global, Inc.
Vendor's Name

One Commerce Center, 2005 Market Street, 17th Fl., Philadelphia, PA 19103
Address

1- 60 1
Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.

2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.

3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Gino D. Wideen Title: Senior Vice President

Signature: _____ Date: April 1, 2017

EXHIBIT E –

Commission's Administration

EXHIBIT E
Community Development Commission of the County of Los Angeles Administration

Email Distribution: PTSD@lacdc.org

ORGANIZATION

Organizational Contact List			
Name	**Title**	**Email**	**Telephone Numbers**
Information Technology (IT)			
Maryann Robles	IT Procurement Analyst	Maryann.Robles@lacdc.org	(626)586-1725
Cesar Delgado	Supervisor of Network Infrastructure	Cesar.Delgado@lacdc.org	(626)586-1707
Steve Lo	e-Services Supervisor	Steve.Lo@lacdc.org	(626)586-1715
Douglas Van Gelder	IT Manager	Douglas.VanGelder@lacdc.org	(626)586-1727
Construction Management Unit(CMU)			
Scott Stevenson	Director, Community Development Division	Scott.Stevenson@lacdc.org	(626)586-1790
Geoffrey Siebens	Assistant Director, Community Development Unit	Geoffrey.Siebens@lacdc.org	(626)586-1792
Brad Chisler	Supervisor, Community Development Unit	Brad.Chisler@lacdc.org	(626)586-1775

Frank Cardenas	Development Specialist, Community Development Unit	Frank.Cardenas@lacdc.org	(626)586-1736

LEADERSHIP & TEAM STRUCTURES

Key Staff – Roles & Responsibilities		
Name	**Role**	**Responsibility**
Information Technology (IT)		
Maryann Robles	IT Procurement Analyst	Contract administration and invoice payment review. Will work directly with counterpart on the HKA's side for contract and invoice support.
Cesar Delgado	Supervisor of Network Infrastructure	Lead for network infrastructure, monitor and manage system operation, administration of network, security, database, backup/restore, email and active directory. Will work directly with counterpart on the HKA's side for network support.
Steve Lo	e-Services Supervisor	Lead for application development, including implementation oversight and leadership, application design and development (including mobile and website), programming enhancements, system's maintenance and support. Will work directly with counterpart on the HKA's side for e-Services support.
Douglas Van Gelder	IT Manager	Leadership, guidance and oversight of implementation, project management and administration. Will work directly with counterpart on the HKA's side for project oversight and support.
Construction Management Unit (CMU)		

Scott Stevenson	Director, Community Development Division (including CMU)	Executive oversight providing decisions on the most critical issues.
Geoffrey Siebens	Assistant Director, CMU	Leadership, guidance and prime responsibility for tracking implementation.
Brad Chisler	Supervisor, CMU & Project Manager	Coordinate CMU project management, labor compliance and inspection staff in the provision of user information on technical requirements and workflow, as needed, for the implementation.
Frank Cardenas	Development Specialist, Community Development Unit	Day-to-day liaison between CMU, IT and HKA. Work with HKA on external users and interfaces, testing modules, workflow analysis and screen design.

EXHIBIT F –

Contractor's Administration

EXHIBIT F
HKA Global, Inc. Administration

Email Distribution: CDCSupport@hka.com
Telephone Support: 617-207-7080 ext. 3 or support@pmweb.com

ORGANIZATION

Organizational Contact List				
Name	**Title**	**Email**	**Telephone Numbers**	
			Work	**Mobile**
HKA Global, Inc. (USA)				
Gino Wideen	Senior Vice President	GinoWideen@hka.com	702-304-4704	702-325-1986
Konstantine Tonas	Vice President of Operations	KonstantineTonas@hka.com		916-266-3200
Tyler Monson	Director of Professional Services	TylerMonson@hka.com		916-616-5150
Rick Aldridge	Customer Service Manager	RichardAldridge@hka.com	916-797-1938 ext. 105	916-517-9096
Travis Hamera	Senior Implementation Consultant – PPM/ Business Analyst	TravisHamera@hka.com		916-200-6970
Justin Robbins	Senior BI Specialist/Reporting & Integration	JustinRobbins@hka.com	916-797-1938 ext. 111	
Ken Hodgson	Senior BI Specialist/Reporting & Integration	KennethHodgson@hka.com	916-797-1938 ext. 108	
Michele L'Heureux	Senior Implementation Consultant – PPM/ Training Specialist	MicheleLHeureux@hka.com		480-332-8193

HKA Global, Inc. (International)				
Michael Konieczka	International Director of PMWeb Services	MichaelKonieczka@hka.com	+971 4 227 0078	+971 56 383 6433
Peter Aynsley	Director of Systems & Project Advisory	PeterAynsley@hka.com	+61 2 9241 7328	+61 (0)400 679 554
Shuva Basu	Senior Consultant	ShuvaBasu@hka.com	+61 2 9241 7328	+61(0) 470 285 024
Paul Bone	Senior Consultant & Service Desk Manager	PaulBone@hka.com	+61 2 9241 7328	+61 417 236 774
Lora Labu	Senior Consultant	loralabu@hka.com	+61 2 9241 7328	+61 (0) 409 180 381
Sub-consultants				
Hill International, Inc.				
Michael Nosbisch	Vice President	michaelnosbisch@hillintl.com	949-748-5481	562-896-0374
Simpson & Simpson				
Clifford Dewey	Business Analyst	Clifford.Dewey@gmail.com	626-282-4000	213-247-8555
John Bingham	Business Analyst	jbingham@ssmci.net	626-282-4000	714-399-8955
Tommy Rodriguez	Testing & Documentation	trodriguez@ssmci.net	626-282-4000	213-216-8558
PMWeb				
Michael Vernon	General Counsel, Director of Operations	michael.vernon@pmweb.com	617-207-7080	

David Stone	PMWeb Director of Information Technology	david.stone@pmweb.com	617-207-7080	
Jay Leech	Project Manager	jay.leach@pmweb.com	617-207-7080	
Project Execution Group				
George Lochhead	Chief Executive Officer	glochhead@projectexecution.ca	403-774-9103	403-660-3923
Mike Dexter	Senior Business Analyst & Technology Specialist	mdexter@projectexecution.ca	403-774-9101	403-797-6692
Jennifer Cochran	Senior Technical Analyst	jcochran@projectexecution.ca	403-774-9105	403-519-6724

LEADERSHIP & TEAM STRUCTURES

Key Staff – Roles & Responsibilities		
Name	**Role**	**Responsibility**
HKA Global, Inc.		
Konstantine Tonas	Executive Oversight	Leadership, guidance and prime responsibility of the implementation
Tyler Monson	Project Manager	Complete and detailed oversight of every aspect of the set-up, implementation, training and troubleshooting. Tyler will work directly with counterpart on the Commission's side and oversee the Implementation and Technical Consultants.
Hill International, Inc.		
Michael Nosbisch	Project Director	Senior project oversight covering all resources and client relations.

Simpson & Simpson		
Clifford Dewey	Business Analyst	Provides industry and end user specific expertise, business process analysis insight to best practices approach for the implementation.
PMWeb		
David Stone	PMWeb Director of Information Technology	Provide oversight of license and modules installation, database management, and technical support.

EXHIBIT G –

Form(s) Required at the Time of Contract Execution

COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	H A Global, Inc.				
Company Address:	One Commerce Center, 2005 Market Street, 17th Floor				
City:	Philadelphia	**State:**	PA	**Zip Code:**	19103
Telephone Number:	215-309-7700				
Solicitation For (Type of Goods or Services):	RFP No. CDC-16-062, Project Tracking Software & Database Services				

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of $50,000 in any 12-month period.

  - ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "**Dominant in its field of operation**" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "**Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

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

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

Print Name: Gino D. Wideen	**Title:** Senior Vice President
Signature:	**Date:** April 1, 2017

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

__X__YES (subject to verification by Commission/Housing Authority) _____NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

__X__YES _____NO

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

__X__YES _____NO _____N/A (Program not available)

Bidder/Proposer Organization: H A lobal, Inc.

Signature: _____

Print Name: Gino D. Wideen

Title: Senior Vice President Date: April 1, 2017

Tel.#: 702-515-7490 Fax #: 702-515-7491

CHARITABLE CONTRIBUTIONS CERTIFICATION

H A lobal, Inc.
Company Name

One Commerce Center, 2005 Market Street, 17th Floor, Philadelphia, PA 19103
Address

1- 6021 0
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

_____ April 1, 2017
Signature Date

Gino D. Wideen, Senior Vice President
Name and Title (please type or print)

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

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

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Gino D. Wideen	Senior Vice President
Print Proposer Name	Print Proposer Official Title
	April 1, 2017
Official's Signature	Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [X] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Gino D. Wideen Title: Senior Vice President

Signature: _____ Date: April 1, 2017

DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE

Company Name:	H A lobal, Inc.		
Company Address:	One Commerce Center, 2005 Market Street, 17th Floor		
City: Philadelphia		State: PA	Zip Code: 19103
Telephone Number: 215-309-7700		Email address: GinoWideen@hka.com	
Solicitation/Contract For RFP No. CDC16-062		Services: PTSD	

The Proposer/Bidder/Contractor certifies that:

☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

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

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

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- ☐ Mandated by federal or state law or a condition of federal or state program;
- ☐ The purchase is made through a state or federal contract;
- ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- ☐ Sole source provider with exclusive and proprietary rights to services or goods;
- ☐ Emergency services provider for services or goods;
- ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- ☐ Required to comply with the laws of the United Sates or California, which are inconsistent with this program.

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

Print Name: Gino D. Wideen	Title: Senior Vice President
Signature:	Date: April 1, 2017

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: H A Iobal, Inc. Date: April 1, 2017

Address: One Commerce Center, 2005 Market Street, 17th Fl., Philadelphia

State: PA Zip Code: 19103 Phone No. : 215-309-7700

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: Gino D. Wideen Title: Senior Vice President
Signature: Date: April 1, 2017

Community Development Commission of the County of Los Angeles

Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

COMMUNITY DEVELOPMENT COMMISSION
ATTN: PROCUREMENT UNIT
700 WEST MAIN ST • ALHAMBRA CA 91801
PHONE: (626) 586-1681 • FAX: (626) 943-3807

☐ **New Payee** ☐ **Update of Company's Information**

Name of Company: _____

Contact Person: _____ Title: _____

Company Address: _____
(P.O. Box will not be accepted) Street City State Zip + 4

Billing Address/Remit To: _____
(if different from above) Street City State Zip + 4

Phone Number (_____) _____ Fax Number (_____) _____ Email: _____

☐ Federal I.D. No. ☐ Social Security No. ☐ Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)

Please print Federal I.D., Social Security or Federal Non-Profit No: _____

TYPE OF OWNERSHIP (check all applicable)

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Limited Liability Company

☐ Other _____

TYPE OF BUSINESS (check all applicable)

☐ Manufacturer ☐ Distributor ☐ Construction Contractor ☐ Consultant ☐ Broker/Agent ☐ Vendor

☐ Other _____

THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.

Signature _____ **Title** _____ **Date** _____

(Application is NOT valid unless signed and dated.)

FOR OFFICE USE ONLY

Date Received: _____ Date Entered: _____

Payee #: _____ Entered By: _____

Rev. 6/15/13

Community Development Commission of the County of Los Angeles

Organization Information Form

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: HKA Global, Inc.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ☒ Corporation ❑ Non-Profit ❑ Franchise ❑ Other (Please Specify)_____

Total Number of Employees (including owners): 960 globally

Distribute the above total number of employees into the following categories: USA Employees

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American			1	1	3	
Hispanic American			3		8	3
Asian American				1	4	2
Asian Pacific American						1
Native American						
Caucasian			23	3	41	16
Other 2 or more						2

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

❑ **is a Minority Business Enterprise.**
"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

❑ **is a Woman Business Enterprise.**
"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☒ **is *not* a Minority or Woman Business Enterprise.**

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name	Authorized Signature	Title	Date
Gino D. Wideen		Senior Vice President	4/1/17

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Sean Rogan
Executive Director

COMMUNITY DEVELOPMENT COMMISSION (CDC) and HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACOLA)

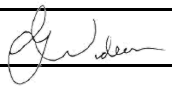
AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS AUTOMATED CLEARING HOUSE CREDITS (ACH)

Vendor Name	

I (we) hereby authorize Community Development Commission, hereinafter called "Commission" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution Name		
☐ **Checking Account or**		☐ **Savings Account**
Routing Number		
Bank Account Number		

This authorization is to remain in full force and effect until the Commission and your depositary Financial Institution have had all reasonable opportunity to act upon a written request for cancellation

Name		**Title**	
Signature		**Date**	
Email Address		**Phone**	

Name		**Title**	
Signature		**Date**	
Email Address		**Phone**	

Please return this completed form to:

Community Development Commission
Procurement Unit – Grace Casey
700 West Main Street
Alhambra, CA 91801

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

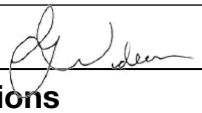
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶**  **Date ▶** April, 1 2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Proposer's Name: Hill International, Inc.

Subcontract and Third Party Software Acknowledgement

Please complete[1], date and sign this form and place it in the Required Forms Section G of the Business Proposal Format package. The person signing the form must be authorized to sign on behalf of the Proposer, and if awarded a contract, the following applies:

- The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.
- The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.
- The Contractor shall provide detailed information regarding any 3rd party software used by the proposed system or on which its functionality is dependent. In particular, provide information for any license purchases or maintenance agreements for said 3rd party software that the Commission will be responsible for.

Subcontractor Name	Subcontractor Address	Subcontractor Phone Number	Service/Commodity Description	Additional Information
Simpson & Simpson Management Consulting, Inc.	1000 S Fremont Ave # 84 Alhambra, CA 91803	(626) 282-4000	Business Analyst	

[1]Additional sheet is acceptable to include additional subcontract names with detail information.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Executive Director's sole judgment which shall be final.

Proposer's Name: Hill International, Inc.
Address: 10801 W. Charleston Blvd., Suite 650, Las Vegas, NV 89135
E-mail address: GinoWideen@hillintl.com
Telephone number: 702-515-7490 Fax number: 702-515-7491

On behalf of Hill International, Inc. **(Proposer's name), I,** Gino Wideen **(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Questionnaire/Affidavit is true and correct to the best of my information and belief.**

Signature

Senior Vice President
Title

5-10-16
Date

20-0953973
IRS Employer Identification No.

C2928127
CA License No. (If applicable)

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: HKA Global, Inc.		
Company Address: One Commerce Center, 2005 Market Street, 17th Floor		
City: Philadelphia	State: PA	Zip Code: 19103
Telephone Number: 215-309-7700	Email address: GinoWideen@HKA.com	
Solicitation Name: RFP No. CDC-16-062, Project Tracking Software & Database Services		

BIDDER/PROPOSER CERTIFICATION

The Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles (Commission/Housing Authority) has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Bidder/Proposer acknowledges and certifies compliance with Section 54. (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder/proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Bidder/Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid/proposal, or cancellation of any resultant Contract, at the sole judgment of the Commission/Housing Authority.

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

Print Name: Gino D. Wideen	Title: Senior Vice President
Signature:	Date: May 16, 2017

EXHIBIT H –

Jury Service Ordinance

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

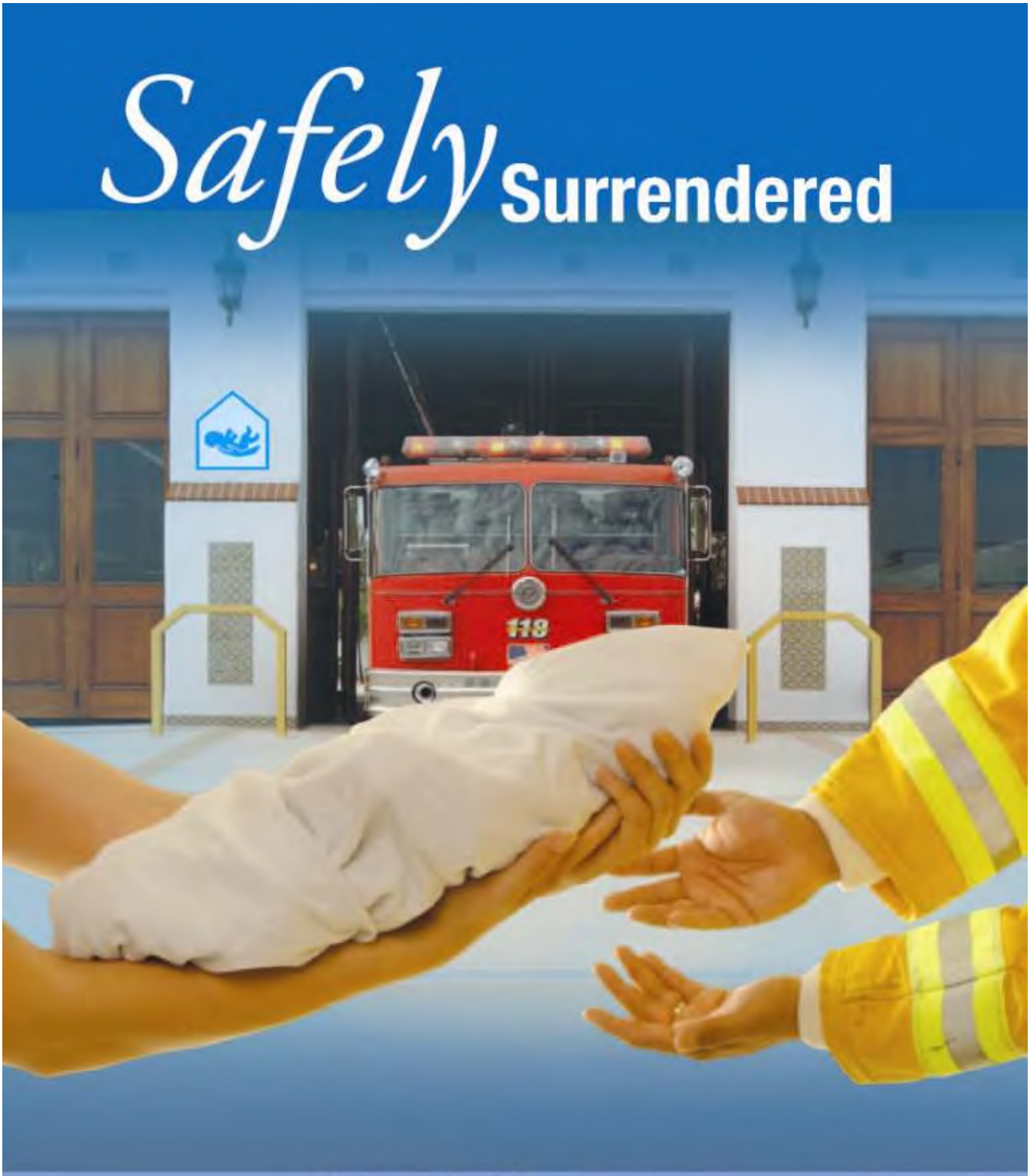
2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I –

Safely Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBIT J –

Defaulted Property Tax Program

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.
This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.
All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
    1. Chief Executive Office delegated authority agreements under $50,000;
    2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
    3. A purchase made through a state or federal contract;
    4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
    5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
    6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
   1. Recommend to the Board of Supervisors the termination of the contract; and/or,
   2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
   3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT K –

Information and Privacy Security Requirements

Information and Privacy Security Requirements

This sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Identifiable Information and Commission Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment E (Information and Privacy Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling Commission, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

1. **Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Personnel and Contractor Protections**. Contractor shall screen and conduct background checks on all Contractor personnel contacting Commission Confidential Information, including Personally Identifiable Information, for potential security risks and requires all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by Commission in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Attachment E (Information Security Requirements), "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Data Control; Media Disposal and Servicing**. Personally Identifiable Information and Commission Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by Commission in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by Commission in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by Commission in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all Commission Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization[1]).

5. **Hardware Return**. Upon termination or expiration of the Contract or at any time upon Commission's request, Contractor will return all hardware, if any, provided by Commission containing Personally Identifiable Information or Commission Confidential Information to Commission. The Personally Identifiable Information and Commission Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Commission. In the event the hardware containing Commission Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated Commission security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon Commission's request. Contractor's destruction or erasure of Personally Identifiable Information pursuant to this Section shall be in compliance with industry Best Practices (*e.g.*, NIST Special Publication 800-88, Guidelines for Media Sanitization[2]).

6. **Physical and Environmental Security**. Contractor facilities that process Personally Identifiable Information or Commission Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

[1] Available at http://www.csrc.nist.gov/

[2] Available at http://www.csrc.nist.gov/

7. **Communications and Operational Management**. Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

8. **Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

   a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

   b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

   c. Applications will include access control to limit user access to information and application system functions; and

   d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

9. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

   a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated Commission security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

   b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

   c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the Commission security representative on or before the first (1st) week of each calendar month. Commission or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt,

maintenance, use, retention, and authorized destruction of Personally Identifiable Information and Commission Confidential Information.

d. In the event Commission desires to conduct an unannounced penetration test, Commission shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of Commission's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by Commission in connection with any such audits and shall provide reasonable access and assistance to Commission or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Commission reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the Commission security contact. Contractor will notify Commission of any new assessments.

10. **Contractor Self Audit.** Contractor will provide to Commission a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date of the Contract include:

a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

(i) **External Audit –** Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

(ii) **Internal Audit –** Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

(iii) **Supplier Audit –** Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

(iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Commission as provided above and the ISO certificate is published on Contractor's website.

b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:

(i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "up to date."

(ii) The resulting detailed report is available to Commission.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Commission as provided above.

11. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of this Contract, Commission or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by Commission. Commission's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. Commission shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with Commission in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the Commission's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

12. **Confidentiality**

a. Contractor agrees that all information supplied by its affiliates and agents to the Commission including, without limitation, (a) any information relating to Commission's customers, patients, business partners, or personnel; and (b) Personally Identifiable Information (as defined below) will be deemed confidential and proprietary to the Commission, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

b. **Commission Data.** All of the Commission Confidential Information, data, records, and information of Commission to which Contractor has access, or otherwise provided to Contractor under this Contract ("Commission Data"), shall be and remain the property of Commission and Commission shall retain exclusive rights and ownership thereto. The Commission Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

c. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

i. Personally Identifiable Information. In connection with this Contract and performance of the services, Contractor may be provided or obtain, from Commission or otherwise, Personally Identifiable Information pertaining to Commission's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

ii. Treatment of Personally Identifiable Information. Without limiting any other warranty or obligations specified in this Contract, and in particular the confidential provisions of Section 12 (Confidentiality), during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by Commission. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) Commission's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

iii. Retention of Personally Identifiable Information. Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

d. **Return of Confidential Information.** On Commission's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at Commission's option, all originals and copies of all documents and materials it has received containing Commission's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at Commission's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 12(a), and provide a notarized written statement to Commission certifying that all documents and materials referred to in Subsections 12(a) and (b) have been delivered to Commission or destroyed, as requested by Commission.

EXHIBIT L –
Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to Community Development Commission of the County of Los Angeles, hereinafter referred to as Commission with Contractor's executed Contract. Work cannot begin on the Contract until the Commission receives this executed document.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the Commission. The Commission requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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 contract. Contractor understands and agrees that Contractor's Staff 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:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the Commission. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The Commission has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in Commission work, the Commission must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the Commission.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to the Commission's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Commission, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

disclosure to other than Contractor or the Commission employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other Commission vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the Commission. Limit the rights to the client to work that are custom to them only and not changes to the application or work product that is released to all clients. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the Commission in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the Commission, Contractor and Contractor's Staff agree to promptly execute and deliver to Commission all papers, instruments, and other documents requested by the Commission, and to promptly perform all other acts requested by the Commission to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The Commission shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the Commission's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT M –

Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to the Commission with Contractor's executed Contract. Work cannot begin on the Contract until the Commission receives this executed document.)

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the Commission. The Commission requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. 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 contract.

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 contract. 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the Commission, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the Commission, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the Commission. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The Commission has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in Commission work, the Commission must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the Commission. I have read this agreement and have taken 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 contract 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 keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Commission, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or Commission employees who have a need to know the information. I agree that if proprietary information supplied by other Commission 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 this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the Commission. In this connection, I hereby assign and transfer to the Commission in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the Commission, I agree to promptly execute and deliver to Commission all papers, instruments, and other documents requested by the Commission, and to promptly perform all other acts requested by the Commission to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The Commission shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the Commission's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION: _____

EXHIBIT N –

Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to the Commission with Contractor's executed Contract. Work cannot begin on the Contract until Commission receives this executed document.)

Contractor Name _____ Contract No._____

Non-Employee Name_____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the Commission. The Commission requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above 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 contract.

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 contract. 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the Commission, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the Commission, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the Commission. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The Commission has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in Commission work, the Commission must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the Commission. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Commission, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or Commission employees who have a need to know the information. I agree that if proprietary information supplied by other Commission vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the Commission. In this connection, I hereby assign and transfer to the Commission in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the Commission, I agree to promptly execute and deliver to Commission all papers, instruments, and other documents requested by the Commission, and to promptly perform all other acts requested by the Commission to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The Commission shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the Commission's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION: _____

EXHIBIT O –

Service Level and Warranty Agreements/Service Levels and Performance Standards

COMMUNITY DEVELOPMENT COMMISSION OF THE
COUNTY OF LOS ANGELES

EXHIBIT O

SERVICE LEVEL AND WARRANTY AGREEMENT SAMPLE
for
Project Tracking Software and Database (PTSD) Services

for the

Community Development Commission of the County of Los Angeles
(Commission)

_____

AUGUST 2017

SERVICE LEVEL AND WARRANTY AGREEMENT

EXHIBIT O

1. General

This Service Level and Warranty Agreement – Exhibit O sets forth the scope of PTSD Solution under the SOW for On-Premise (Exhibit A), and Contractor's service level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies, warranties and Commission's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Appendix without definition shall have the meanings given to such terms in the Contract.

2. Scope of Services

2.1 Description

Contractor shall provide service levels relating to Solution Maintenance specified in the Contract and this Appendix, as more fully described below. Solution Maintenance shall include Maintenance Services and Support Services. Solution Maintenance shall commence upon Go-Live of the Solution and shall continue for the term of the Agreement.

2.2 Definitions

Most of the terms are defined in the Definitions section. Some terms are referenced within the Exhibit K documents and described within the specific section.

"Available" means the services shall be available for access and use by the

Commission.

"Business Hours" shall mean 7:00 a.m. to 5:00 p.m. Pacific Time (PT) Monday through Friday except for Commission approved holidays.

"Critical Deficiency" shall mean a Deficiency of Priority Level 1, as further described in Section 5.2.2 (Problem Correction Priorities).

"Customer Support" shall have the meaning specified in Section 4.1 (Scope of Support).

"Days of Operation" shall mean 365/366 days per year, 6:00 a.m. to 9:00 p.m. Pacific Time (PT), excluding Commission recognized holidays and "Scheduled Downtime".

“Disabling Device” shall the meaning specified in Section 6.1 (General Warranties).

“Disaster” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to invoke the Disaster Recovery Plan.

“Disaster Recovery” shall mean and refer to Contractor’s obligations described in Section 4.5 (“Backup and Disaster Recovery”).

“Disaster Recovery Plan” shall have the meaning specified in Section 4.5 (Backup and Disaster Recovery).

“Downtime” shall mean the period of time when the Solution or any Solution component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

“Low Deficiency” shall mean a Deficiency of Priority Level 4, as further described in Section 5.2.2 (Problem Correction Priorities).

“Maintenance Services” shall mean any goods or services provided under this Agreement for maintaining the Solution, including but not limited to updates, corrections, enhancements and other Updates to the Solution, interfaces, data extractions, Solution availability, data security and reports, as further specified in Section 3 (Maintenance Services).

“Major Deficiency” shall mean a Deficiency of Priority Level 1 or Priority Level 2, as further described in Section 5.2.2 (Problem Correction Priorities).

“Moderate Deficiency” shall mean a Deficiency of Priority Level 3, as further described in Section 5.2.2 (Problem Correction Priorities).

“Off-Business Hours” shall mean all hours that are not Business Hours or Scheduled Downtime.

“Peak Period” shall mean the combined times of 10:00 a.m. to 12:00 p.m. and 2:00 p.m. to 4:00 p.m. Pacific Time (PT) Monday through Friday except for Commission approved holidays.

“Priority Level” shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 5.2 (Resolution of Deficiencies).

“Response Time” shall mean the time elapsed for a transaction within the hosted gateway.

“Response Time Baseline” shall mean the Commission specified baseline for Response Time, as further described in this Appendix.

“Response Time Deficiency” shall mean Solution not responding within the prescribed Response Time Baseline, as further described in Section 6.3 (Solution Performance Requirements).

“Scheduled Downtime” shall mean that the Solution cannot be accessed due to Solution scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 3.2 (Scheduled Downtime).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor’s failure to timely correct Deficiencies as specified in this Appendix.

“Service Level Agreement”; “SLA” shall mean and refer to Contractor’s service level commitment regarding Solution Maintenance as required by the Agreement and this Appendix, including but not limited to Maintenance Services, Support Services and warranties specified herein.

“Severe Deficiency” shall mean a Deficiency of Priority Level 2, as further described in Section 5.2.2 (Problem Correction Priorities).

“Support Hours” shall have the meaning specified in Section 4.2 (Customer Support).

“Support Services” shall mean any goods or services provided under this Agreement in support of the Solution, including but not limited to updates, corrections, enhancements, customer support, interfaces, data extractions, Solution availability, data security, reports and any applicable regulatory compliance, as further specified in Section 4 (Support Services).

“Solution Availability” shall mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time and thereafter dividing the difference so obtained by the Total Monthly Time.

“Solution Availability Deficiency” shall mean the Solution not meeting any of the Solution Availability requirements as specified in this Appendix.

“Solution Performance” shall mean the performance of the Solution with respect to Response Time, Solution Availability and Disaster Recovery.

“Solution Performance Deficiency” shall mean Solution not meeting any of the Solution Performance Requirements as specified in Section 6.3 (Solution Performance Requirements).

“Solution Performance Requirements” shall mean the requirements for Solution Performance, including Section 6.3 (Solution Performance Requirements).

“Total Monthly Time” shall mean all minutes in the Days of Operation for a calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall have the meaning specified in Section 7.2 (Service Credits).

3. Maintenance Services

As part of Solution Maintenance, Contractor shall provide maintenance of the Solution including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Section 3.

3.1 Solution Maintenance

3.1.1 Application Software

Contractor shall provide Software Updates to the Solution Software to keep current with Contractor’s hosting technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor’s general customer base, all in accordance with this Appendix and in coordination with Commission’s Project Manager. By definition, such Software Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the Solution Software, including Application Software.

Without limiting any other provisions of this Agreement, including, without limitation, this Appendix, Software Updates to the Application Software shall be provided to Commission at least twice every year, unless otherwise agreed to by the Commission and Contractor.

Contractor shall notify the Commission of all Software Updates to the Solution Software prior to the anticipated installation date thereof. Contractor’s provision and installation of such Software Updates to the Solution Software shall be at no additional cost to The Commission beyond any applicable Maintenance Fees. Any Software Updates necessary to remedy security problems in the Solution Software (e.g., closing “back doors” or other intrusion-related problems) shall be provided promptly following Contractor’s knowledge of such problems. The Commission shall also be notified in writing within five (5) calendar days of Contractor’s

knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the Solution, subject to the provisions of Paragraph 7.7 (Confidentiality) of the Required Contract.

3.1.2 Server Software

As part of Maintenance Services, Contractor shall also provide maintenance of the Server Software that is part of the Server Environment for the Solution, including but not limited to operating software, database software and other software installed in the Server Environment that is not Application Software. Contractor shall update, upgrade or replace these Server Software components during the term of the Agreement to comply with the Solution Requirements and the warranties specified in this Agreement and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Software Updates to the Server Software to keep current with Contractor's hosting technology standards, industry standards, Software Updates to the Application Software and other Application Modifications, all in coordination with the Commission's Project Manager.

3.1.3 Third Party Products

Maintenance Services additionally include maintaining compatibility of the Solution Software with any Third Party Products that may be acquired by The Commission under this Agreement as Optional Work, including Third Party Software and Additional Hardware. Prior to the installation of any Third Party Product, or any update thereto, Contractor shall test and ensure such Third Party Product's compatibility with the then current version of the Solution Software. Contractor shall all ensure that the Solution Software is compatible with the required or critical updates to Third Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third Party Application that may be incorporated by Contractor into the Application Software shall be subject to the same Solution Maintenance obligations and requirements as the Application Software components that are owned by, or are proprietary to, Contractor.

3.1.4 Server Hardware

As part of Maintenance Services, Contractor shall provide maintenance of the Server Hardware components surrounding the Solution Software, including but not limited to all equipment and networking components and other Hardware Upgrades at no additional cost to The Commission beyond the applicable Maintenance Fees. Contractor shall repair, upgrade or replace these Server Hardware components during the term of the Agreement to comply with the Solution Requirements and the warranties specified in this Agreement and to support, and be compatible with, the Solution Software including any Application Modifications provided by Contractor under the Agreement.

3.1.5 Client Environment

As part of Maintenance Services, Contractor shall, during the term of the Agreement, maintain the Solution's compatibility with the Commission's Client Environment by providing, among others, Software Updates to the Solution Software and Hardware Upgrades to the Solution Hardware.

3.2 Scheduled Downtime

Unless agreed to otherwise in advance by the Commission and Contractor, Contractor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime.

For the purpose of this Appendix, Scheduled Downtime shall occur on Sundays between the hours of 3:00 p.m. and 9:00 p.m. Pacific Time (PT). Contractor may change the Scheduled Downtime window by notifying the Commission at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by the Commission's Project Manager. Any Downtime outside of the above window of time without such prior notice and the Commission's Project Manager's approval shall be considered Unscheduled Downtime and shall entitle the Commission to remedies as specified in this Appendix. Notwithstanding the foregoing, Contractor may request Solution Downtime for the provision of an emergency correction to the Solution. Such Downtime shall be deemed Scheduled Downtime, provided that it has been approved by the Commission's Project Manager.

4. Support Services

4.1 Scope of Support

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this Appendix. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a Solution for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Section 5 ("Correction of Deficiencies") to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements under the Agreement. Requests for Customer Support will be submitted by the Commission's technical support via telephone and/or Contractor's web-based trouble ticketing Solution. In the event that the Contractor's web-based trouble ticketing Solution is not available to the Commission, the Commission may use email or any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to the Commission's Project Manager within the applicable required period specified in Section 5.2.2 ("Problem Correction Priorities") depending on the Priority Level of the Deficiency.

4.2 Customer Support

Contractor's Customer Support service level requirements shall also include but not be limited to those listed below:

1. Commission designated technical support staff that provides First Level Support shall have access to Contractor's Customer Support through the methods outlined in this Appendix.
2. Commision shall have access to Contractor's Customer Support through the Web-based trouble ticketing Solution or telephone. The trouble ticketing Solution shall provide for the Commission a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized Commission contacts will each receive an account and training on the ticketing Solution.
3. Contractor shall provide a telephone number for the Commission staff to call during normal Business Hours. This telephone number shall be managed by an automated Solution to quickly connect the Commission staff with the appropriate Customer Support personnel.

4. Contractor's automated Solution shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (excluding weekends and holidays).
5. Priority Levels for the Deficiencies shall be assigned according to definitions specified in Section 5.2.2 ("Problem Correction Priorities").
6. Contractor shall respond within the period specified in Section 5.2.2 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.
7. Contractor's Customer Support shall made be available to the Commission between 7 a.m. and 5 p.m. Pacific Time (PT), Monday through Friday, excluding Commission observed holidays ("Support Hours").
8. Contractor's Customer Support shall work with the Commission's Project Manager and the Commission's technical support staff on correcting Deficiencies and keep such Commission personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated and the requirements of this Appendix are met.
9. Contractor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version and other elements of each case modified by Customer Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Contractor shall work with the Commission to ensure that the case is diagnosed properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Contract.
10. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Section 5 (Correction of Deficiencies).
11. Enhancement suggestions to the Solution shall be submitted using Contractor's Customer Support ticketing Solution. Contractor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 Solution Extraction

As part of Support Services, Contractor shall be responsible for the Commission's access to the Solution from the Solution to the Commission's Data Store. The access method shall be direct mirror access, unless otherwise elected by the Commission, Solution extraction shall be highly automated. Failure to deliver the Solution extraction as required more frequently than specified by extract option table below shall be deemed at a minimum a Priority Level 2 Deficiency. Solution extraction shall be performed by Contractor at no additional cost beyond the applicable Maintenance Fees.

Extract Option Table

Commission Selected Data Extraction Option	Priority Level 2 Deficiency for Failure to Deliver at Required Frequency
Daily	Once per Week
Weekly	Once per Month
Monthly	Once per Quarter (3 months)
Direct mirrored Access	Once per Week

4.4 Response Time Monitoring

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide the Commission with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by the Commission, Contractor shall provide the Commission with reports and/or download that data along with all applicable documentation that may be necessary for the Commission to independently monitor the Response Time of the Solution.

4.5 Backup and Disaster Recovery

As part of Support Services, Contractor shall also be responsible for Disaster Recovery services and submission of a formal plan for Disaster Recovery ("Disaster Recovery Plan" – See section 9 of this Appendix)

Contractor or the Commission may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery Plan. Contractor shall be subject to the following service level requirements as part of Disaster Recovery, which shall be contained in and are incorporated into the Disaster Recovery Plan:

1. Contractor shall have complete responsibility for restoration of the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with the Commission about the outage and steps taken to restore the Solution.
3. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery Plan within twelve (12) hours from the disruption of the Production Environment or precipitating event.
4. Contractor shall restore the Solution to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by the Commission or Contractor.
5. the Commission shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster by the Commission or Contractor.
6. Contractor shall have at a minimum 50% capacity within forty-eight (48) hours and 100% capacity within ninety-six (96) hours of the declaration of the Disaster by the Commission or Contractor.
7. Contractor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident and deemed Unscheduled Downtime.

5. Correction of Deficiencies

5.1 Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own monitoring Solution or discovered by the Commission. Upon discovery of a Deficiency by the Commission, the Commission will report the Deficiency to Contractor's Customer Support for resolution in accordance with this Appendix.

The Priority Level of a Deficiency shall be assigned according to the Priority Level definition set forth in Section 5.2.2 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the Commission may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 5.2.4 ("Priority Level Adjustment").

5.2 Resolution of Deficiencies

5.2.1 Uptime Service Level

Contractor will make the services available continuously, as measured over the course of each calendar month period, an average of 99.99% of the time, excluding unavailability as a result of exceptions, as defined below (the “availability percentage”). “Available” means the services shall be available for access and use by the Commission.

For purposes of calculating the availability percentage, the following are “Exceptions” to the service level requirement, and the Services shall not be considered Un-Available , if any inaccessibility is due to: (1) Commission’s acts or omissions; (2) Commission’s Internet connectivity limitations; and (3) Contractors’ regularly scheduled downtime.

5.2.2 Problem Correction Priorities

The Commission shall assign the Priority Level to each Deficiency reported by the Commission to Contractor’s Customer Support. Contractor shall assign Priority Levels to Deficiencies discovered by its own problem monitoring Solution. Following report of a Deficiency from the Commission, Contractor shall respond back to the Commission’s within the prescribed “Response Timeframe” specified below and resolve each such Deficiency within the specified “Resolution Time”. Resolution Time for correction of Deficiencies shall start tolling when the Commission first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support, and shall end when the Commission determines that the Deficiency has been resolved.

Priority Level	Description of Deficiency	Response Timeframe	Resolution Time
1 - Critical	Solution is down, practically down (e.g., Response Time is at or over four (4) times the agreed upon Response Time Baseline) or does not function at all, as determined by the Commission. There is no way to circumvent the problem; a significant number of the Commission users are affected. A production business Solution is inoperable.	One (1) Business Hour	One (1) Business Day
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time Baseline), creating significant the Commission business impact, or its core functionality is not available, as determined by the Commission. OR (i) There is a Minimum Requirement that is not being met or (ii) mandatory reporting is inaccurate. Resolution Time for these two Severe Deficiencies may be extended at the sole discretion of the Commission.	Four (4) Business Hours OR One (1) Business Day	Two (2) Business Days OR Two (2) weeks
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications; there are unexpected results, moderate or minor operational impact, as determined by the Commission.	One (1) Business Day	Two (2) weeks

4 – Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general "how to" and informational Solution Software questions, Documentation requests, understanding of reports or general "how to" create reports), as determined by the Commission.	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by the Commission and Contractor

5.2.3 Problem Resolution Process

For any Deficiency reported by the Commission or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. The Commission and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Priority Level 1 through Priority Level 3. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide the Commission with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by the Commission's Project Manager. The parties will jointly cooperate during this period of time.

5.2.4 Priority Level Adjustment

The Commission may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be escalated by the Commission if the Deficiency persists or re-occurs, as determined by the Commission's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 5.2.2 (Problem Correction Priorities). Contractor may not downgrade a Priority Level without the consent of the Commission's Project Manager. Contractor may not "close" or

"inactivate" a trouble ticket or Deficiency report without the consent of the Commission's Project Manager. Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of the Commission's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, the Commission may elect to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, The Commission will be able to escalate the Priority Level back to the Original Priority Level or higher, as provided herein.

6. Warranties

6.1 General Warranties

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including Appendix B (Statement of Work) and this Appendix.
2. All Solution components shall interface and be compatible with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
3. Unless specified otherwise herein, the Solution shall be free from any and all material Deficiencies.
4. The Solution Maintenance service levels shall not degrade during the term of the Agreement.
5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of the Commission's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to the Commission or any User or which could alter, destroy, or inhibit the use of

the Solution or any component, or the data contained therein (collectively referred to for purposes of this Appendix as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by the Commission or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the Commission under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

6. In addition, Contractor shall prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

6.2 Solution Warranties

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. All Solution components shall interface and be compatible with each other.
2. The Solution shall be fully compatible with the rest of the Solution components and any enhancements or upgrades shall be backward compatible with the Commission’s standard browser(s) and operating Solution version(s) operated on the Commission workstations.
3. The Solution, including the Solution, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including without limitation the Solution Requirements and the Specifications.

6.3 Solution Performance Requirements

Contractor represents, warrants, covenants and agrees that the Solution shall meet the Solution Performance Requirements within Contractor's control, including but not limited to those relating to Response Time and Solution Availability, as further specified in this Appendix. All Solution Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the purpose of the correction of Deficiencies and other Commission remedies.

The Solution shall be subject to the Solution Performance Requirements specified below.

Solution Performance Category	Solution Performance Requirement
Solution Availability	Ninety-nine point ninety-nine percent (99.99%)
Response Time	Response Time Baseline(s) shall be determined in accordance with Subtask 7.1 (Establish Response Time Baseline and Method) of Appendix B (Statement of Work)
Disaster Recovery	Pursuant to the provisions and requirements of Section 4.5 (Backup and Disaster Recovery).

The following criteria shall be applied with regards to Solution Performance Requirements:

1. Solution Availability shall be calculated as follows:

Solution Availability **=** (Total Monthly Time **–** Unscheduled Downtime) **÷** Total Monthly Time

2. Response Time shall be established using the Commission required and Contractor supplied Response Time measurement method, which is a component of the Solution. Response Time Baselines shall apply to all three (3) periods of Response Time measurement: Peak Period, Business Hours and Off-Business Hours.

3. Response Time measurement shall be calculated using a simple average method for each of the three (3) periods of Response Time measurement as provided below.

4. If the average Response Time is greater than the Response Time Baseline for any six (6) periods within a calendar month, The Commission shall notify Contractor using the Customer Support trouble ticketing Solution.

5. Contractor shall keep the Commission informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.

6. Contractor will not be responsible for performance within the Los Angeles network (LANET).

7. Remedies

7.1 General

Credits shall accrue for Unscheduled Downtime, including Contractor's failure to meet the Solution Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this Appendix, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the Solution has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

7.2 Service Credits

Without limiting any other rights and remedies available to the Commission, either pursuant to this Agreement, by law or in equity, the Commission shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure.

Service Credits will not be assessed for Scheduled Downtime.

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
1 to 4 hours	1 day of Service Credits equal to 1/30th of Monthly Fees
4 to 48 hours	2 days of Service Credits equal to 1/15th of Monthly Fees
48 to 96 hours	5 days of Service Credits equal to 1/6th of Monthly Fees
Each additional block of 96 hours thereafter	Additional 5 days of Service Credits equal to 1/6th of Monthly Fees

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of Solution Maintenance. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from the Commission's payment due to Contractor.

7.3 Solution Response Time Deficiencies

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle the Commission to assess Service Credits as provided in Section 7.2 (Service Credits) above. In addition, the Solution shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, entitling the Commission to assess Service Credits.

8. WITHHOLDING OF SERVICES

Contractor warrants that during the Term of the Agreement it will not withhold Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Agreement , except as may be specifically authorized herein.

9. DISASTER RECOVERY PLAN

Contractor shall maintain and implement disaster recovery and avoidance procedures to ensure that the Services are not interrupted during any disaster. Contractor shall provide the the Commission with a copy of its current disaster recovery plan and all updates thereto during the Term. All requirements of this Agreement, including those relating to security, personnel due diligence, and training, shall apply to the Contractor disaster recovery site.

10. RESPONSE TIME SERVICE LEVEL

The average download time for each page of the services, including all content contained therein, shall be within the lesser of (a) 0.5 seconds of the weekly Keynote Business 40 Internet Performance Index (KB40) or (b) two seconds. In the event the KB40 is discontinued, a successor index (such as average download times for all other customers of the Contractor) may be mutually agreed upon by the parties.

11. OEM SPECIFICATIONS

All furnished parts and work performed under the Required Contract shall meet or exceed Original Equipment Manufacturer (OEM) specifications and shall meet all local, state, and federal laws, regulations and statutes governing such work.