



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437, Los Angeles, California 90012  
Telephone: (213) 974-2101 Fax: (213) 626-1812  
ttc.lacounty.gov and propertytax.lacounty.gov

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**KEITH KNOX**

ACTING TREASURER AND TAX COLLECTOR

**ADOPTED**

September 03, 2019

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

34 September 3, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**TREASURER AND TAX COLLECTOR  
RECOMMENDATION TO AWARD A CONTRACT FOR  
ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY SERVICES TO  
BID4ASSETS, INC.  
(ALL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

The recommended action is to approve a contract award to Bid4Assets, Inc. (Bid4Assets) for the provision of Online Auctions of Tax Defaulted Property Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract (Exhibit I) with Bid4Assets to provide Online Auctions of Tax Defaulted Property Services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing on September 18, 2019, or upon the date of Board approval, whichever is later, for a three-year term at no cost to the County.
2. Delegate authority to the Acting Treasurer and Tax Collector, or his designee, to execute amendments to the Contract to: (1) exercise the optional two one-year extensions, and (2) add, delete, and/or revise certain terms and conditions as required under federal or state law or regulation, policies of the County, Board, and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW).

3. Delegate authority to the Acting Treasurer and Tax Collector, or his designee, to modify the terms that affect the SOW, but do not materially alter the Contract, as required by the Board or CEO, provided the TTC obtains County Counsel's approval prior to the execution of such amendments and/or change notices.
4. Delegate authority to the Acting Treasurer and Tax Collector, or his designee, to execute applicable Contract amendments in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The California Revenue and Taxation Code (R&TC) mandates the Tax Collector to collect secured property taxes and auction properties that are Subject to the Tax Collector's Power to Sell due to defaulted property taxes exceeding five years or more for residential or agricultural property and three years or more for non-residential commercial property and vacant land (Tax-Defaulted Property).

In an effort to ensure statutory requirements are met and to maximize the number of parcels returned to a tax-paying status, the TTC conducts online "B" Auctions for vacant land that were previously offered at an in-person "A" Auction, but did not sell.

The benefit of an online auction is that it provides easier access for participation, which affords a greater opportunity to expand the pool of bidders. With a larger bidder pool, there is an increased likelihood of selling more Tax-Defaulted Properties. In-person auctions conducted by the TTC typically draw about four hundred to five hundred registered bidders; however, with an online auction, that number could be much higher as the constraints of having to appear in-person would not apply. For the period of May 1, 2014 to June 30, 2019, the TTC sold 2,206 properties online (42% of properties offered).

The TTC's cost savings that result from implementation of an online auction system is approximately \$23,000, on an annual basis. These savings result from reduced rental, security, meal, and other related in-person auction expenses.

The existing contract expires on September 17, 2019. The incumbent provider of these services is Bid4Assets.

### **Implementation of Strategic Plan Goals**

The approval of this Contract is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

There is no cost to the County. Bid4Assets will assess a flat fee of \$150 per property to each winning bidder of the online auction of Tax-Defaulted Properties.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to California Government Code Section 31000, your Board is authorized to contract for

special services.

Pursuant to R&TC Division 1, Part 6, Chapter 7, the Tax Collector is mandated to offer Tax-Defaulted Property for sale within five years after the property becomes Subject to the Tax Collector's Power to Sell for nonpayment of taxes, and if unsold, to offer the property at intervals of no more than six years thereafter.

The recommended Contract contains your Board's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process; the consideration of qualified GAIN/GROW participants for employment openings; the compliance with the Jury Service Program; Safely Surrendered Baby Law; Contractor notification to the County when Contract is within six months from the expiration of the term of the Contract; and the Contractor's compliance with the Defaulted Property Tax Reduction Program.

### **CONTRACTING PROCESS**

On April 1, 2019, the TTC released the Request for Proposals (RFP) for the provision of Online Auctions of Tax Defaulted Property Services and posted the RFP on the County's open bids website of registered vendors (Attachment B) under the following Commodity Code, which consisted of approximately 31 registered vendors:

- Auctioneering Services

The TTC also posted the RFP on its website.

Subsequently, the TTC issued one RFP addendum to provide written responses to Proposer's questions and updated information related to the RFP's Timetable and Proposal Submission. The proposal submission due date was April 30, 2019 at 5:00 p.m. (Pacific Time). The TTC received two proposals by the proposal submission due date; the first from Bid4Assets, and the second from Grant Street Group, Inc (Grant Street Group). Both proposals were missing information; consequently, the TTC issued Supplemental Data Requests to each Proposer requiring a response and both Proposers complied by providing the requested information. An Evaluation Committee comprised of staff from TTC's Tax Collections Branch, Banking Operations Branch, and Systems Branch utilized the County's Informed Averaging scoring methodology to score the proposals.

The proposal submitted by Bid4Assets was the highest ranked, the most responsive and responsible proposal, and demonstrated that Bid4Assets understands the SOW's requirements. Bid4Assets has verifiable experience providing Online Auctions of Tax Defaulted Property Services.

On June 26, 2019, the TTC notified the non-awarded proposer, Grant Street Group, in writing and provided them with instructions for requesting a debriefing. Grant Street Group requested a debriefing from the TTC. On July 3, 2019, the TTC debriefed Grant Street Group and provided it with instructions for submitting a Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). On July 8, 2019, Grant Street Group filed a Notice of Intent to Request a PCSR. On July 11, 2019, the TTC responded to Grant Street Group's Notice of Intent to Request a PCSR. Grant Street Group did not file a request for a PCSR.

Bid4Assets accepted all of the County's terms and conditions in the Contract without taking any exceptions.

The County Counsel has approved the Contract, as to form. The Chief Information Office (CIO) concurs with the TTC's recommendation and the CIO Analysis is included (Attachment A).

The TTC has determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) does not apply.

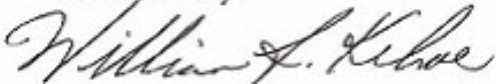
A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment C). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the attached Contract will allow the TTC to continue conducting Online Auctions of Tax Defaulted Property Subject to the Tax Collector's Power to Sell.

Respectfully submitted,

Reviewed by:



WILLIAM KEHOE  
Chief Information Officer



KEITH KNOX  
Acting Treasurer and Tax Collector

KK:DB:SG:NK:DS:lc

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



**William S. Kehoe**  
CHIEF INFORMATION OFFICER

## Office of the CIO CIO Analysis

BOARD AGENDA DATE:

9/3/2019

## SUBJECT:

### **REQUEST FOR APPROVAL OF CONTRACT WITH BID4ASSETS, INC. FOR ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY SERVICES**

## CONTRACT TYPE:

New Contract       Sole Source       Amendment to Contract #: Enter contract #.

## SUMMARY:

**Description:** The Treasurer and Tax Collector is requesting approval of a contact with Bid4Assets, Inc. for an Online Auctions of Tax Defaulted Property System and Services. The initial term of the contract is three years with two optional one-year extensions.

Recommendation 2 requests delegated authority to execute amendments to the contract to (1) exercise the optional two one-year extensions, and (2) add, delete, and/or revise certain terms and conditions as required under federal or state law or regulation, policies of the County, Board, and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW).

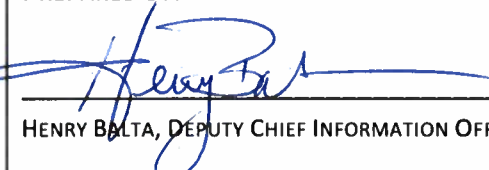
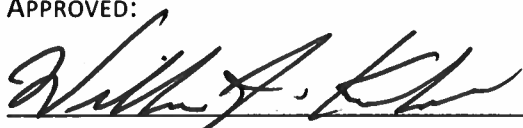
Recommendation 3 requests delegated authority to modify the terms that affect the SOW, but do not materially alter the contract, as required by the Board or CEO, provided TTC obtains County Counsel's approval prior to the execution of such amendments and/or change notices.

Recommendation 4 requests delegated authority to execute applicable contract amendments in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

The recommended system will provide a hosted solution that will support online auctions of Tax Defaulted Properties, via a website, that did not sell in previous in-person auctions. The benefit of an online property auction is that it provides easier access for participation, which expands the pool of bidders. Services provided by the contractor will include registering bidders, accepting deposits, refunding unused deposits and posting disclaimers and due diligence information.

Contract Amount: \$0

**REQUEST FOR APPROVAL OF CONTRACT WITH BID4ASSETS, INC. FOR ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY SERVICES**

<b>FINANCIAL ANALYSIS:</b>	
<b>Total one-time costs: .....</b>	<b>\$ 0</b>
<b>Total ongoing annual costs: .....</b>	<b>\$ 0</b>
<b>Notes:</b> TTC HAS NEGOTIATED A NO-COST CONTRACT WITH BID4ASSETS FOR ONLINE AUCTIONS, AND TTC WILL NOT INCUR ANY CONVERSION OR IMPLEMENTATION COSTS. BID4ASSETS WILL ASSESS ITS OWN FEES TO THE WINNING BIDDER ON THE ONLINE AUCTION OF EACH TAX DEFAULTED PROPERTY	
<b>RISKS:</b>	
1. Because this is a no-cost contract, the risks are limited primarily to quality and schedule. TTC has mitigated these risks by providing the contractor a set of well-defined functional requirements for the auction website. Additionally, TTC has made provisions in the contract for a Quality Control Plan and Quality Assurance Plan.	
2. Security – The OCIO’s Chief Information Security Officer (CISO) has reviewed the security components of the contract and has made several recommendations in the areas of non-public information, contractor access to County information and cyber liability insurance. The CISO will follow up with the TTC Chief Information Officer to ensure these items are resolved before the contract is finalized.	
<b>PREPARED BY:</b>	
 _____	<u>8/21/19</u> _____
HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER	DATE
<b>APPROVED:</b>	
 _____	<u>8/21/19</u> _____
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER	DATE

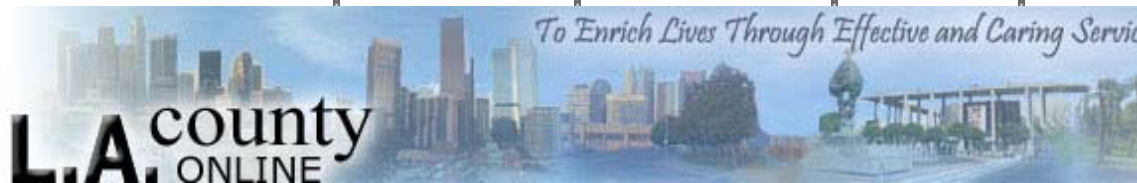
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Sub-Class #	Description
962-09	AUCTIONEERING SERVICES

Vendor ID	Company Name	Phone	Certified
<a href="#">17256001</a>	ACME AUCTIONEERS LLC NATIONWIDE AUCTION SERVICES, 8700 RESEDA BLVD. #201C, NORHTRIDGE, CA, 91324	(626) 968-3110	
<a href="#">18949601</a>	ALTEC INC JJ KANE ASSOCIATES INC - KEN PORTER AUCTIONS, 4510 MUTH WAY, JURUPA VALLEY, CA, 92509	(310) 353-7140	
<a href="#">17801401</a>	ARMANDO L CAMARENA US AUCTIONS, 130 EAST 9TH STREET, UPLAND, CA, 91786	(909) 982-6688	
<a href="#">16583901</a>	BAR NONE AUCTION 2440 GOLD RIVER ROAD, SUITE 200, RANCHO CORDOVA, CA, 95670	(916) 262-7994	
<a href="#">18943601</a>	BID4ASSETS, INC. 8757 GEORGIA AVE, STE 520, SILVER SPRING, MD, 20910- 3745	(301) 562-3471	
<a href="#">17018501</a>	BRIGITTE KRUSE 41841 BEACON HILL #E, , PALM DESERT, CA, 92211	(760) 610-4175	
<a href="#">05918801</a>	C.H.P. ENTERPRISES, INC KEN PORTER AUCTIONS, 21140 S AVALON BLVD, CARSON, CA, 90745	(310) 353-7140	
<a href="#">05918802</a>	C.H.P. ENTERPRISES, INC GOLDEN WEST TRAILER SALES, 1686 WEST SIERRA HWY, ACTON, CA, 93510-1895	(661) 269-5012	
<a href="#">05918803</a>	C.H.P. ENTERPRISES, INC KEN PORTER AUCTIONS, 21140 S AVALON BLVD, CARSON, CA, 90745	(310) 353-7140	
<a href="#">17209901</a>	COCO BROTHERS INC GENERAL AUCTION COMPANY, 7015 KNOTT AVE, BUENA PARK, CA, 90620	(714) 670-8510 Ext:118	
<a href="#">10296201</a>	CWS MARKETING GROUP 10231 SLATER AVE STE 109, , FOUNTAIN VLY, CA, 92708- 4745	(571) 364-7331	
<a href="#">10296202</a>	CWS MARKETING GROUP 2850 MESA VERDE DRIVE EAST, SUITE 118, COSTA MESA, CA, 92626	(888) 343-1313 Ext:256	

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Sub-Class #	Description
962-09	AUCTIONEERING SERVICES

Vendor ID	Company Name	Phone	Certified
<a href="#">05702901</a>	GENERAL AUCTION CO 7015 KNOTT AVENUE, , BUENA PARK, CA, 90620	(714) 670-8510	
<a href="#">15660601</a>	GOVDEALS INC. 5907 CARMICHAEL PLACE, , MONGTOMERY, AL, 36117	(800) 613-0156 Ext:4470	
<a href="#">139933001</a>	GRANT STREET GROUP 339 SIXTH AVENUE, SUITE 14000, PITTSBURGH, PA, 15222	(412) 391-5555 Ext:1307	
<a href="#">18362001</a>	HIGGENBOTHAM AUCTIONEERS INTERNATIONAL LIMITED, INC. 5900 IMPERIAL LAKES BOULEVARD, , MULBERRY, FL, 33860	(858) 382-6030	
<a href="#">18566801</a>	I-15 AUCTIONS, INC 17272 DARWIN AVE STE. B4, , HESPERIA, CA, 92345	(760) 954-9964 Ext:00	
<a href="#">11739501</a>	KENNEDY WILSON INC 151 S. EL CAMINO DRIVE, , BEVERLY HILLS, CA, 90212	(310) 887-6446	
<a href="#">11739502</a>	KENNEDY WILSON INC 1515 EL CAMINO DR, , BEVERLY HILLS, CA, 90212	(310) 887-6210	
<a href="#">11739503</a>	KENNEDY WILSON INC 151 SOUTH EL CAMINO DRIVE, , BEVERLY HILLS, CA, 90212	(310) 887-6210	
<a href="#">15988901</a>	PRIME AUTOMOTIVE GROUP INC SOUTH BAY AUTO AUCTION, 13210 S NORMANDIE AVENUE, GARDENA, CA, 90249	(310) 719-2000 Ext:6791	
<a href="#">10024501</a>	PROPERTY ROOM.COM 26421 CROWN VALLEY PARKWAY STE 200, , MISSION VIEJO, CA, 92691	(949) 234-0204	
<a href="#">12056001</a>	RITCHIE BROS AUCTIONEERS 765 W. RIDER ST., , PERRIS, CA, 92571-3515	(714) 336-4158	
<a href="#">18502201</a>	ROCHELLE R JEFFERSON 269 S BEVERLY DR # 689, , BEVERLY HILLS, CA, 90212-3851	(213) 207-6502	

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Sub-Class #	Description
962-09	AUCTIONEERING SERVICES

Vendor ID	Company Name	Phone	Certified
<a href="#">17100301</a>	SCOTT SORENSEN 8700 RESEDA BLVD 201C, , NORTHRIDGE, CA, 91324	(626) 968-3110	
<a href="#">16048601</a>	THE AUCTION COMPANY 4461 WADE AVENUE, , PERRIS, CA, 92571	(951) 657-5300	
<a href="#">05199601</a>	THE NATIONWIDE COMPANIES 13005 E. TEMPLE AVENUE, , INDUSTRY, CA, 91746-1418	(626) 968-3110 Ext:223	
<a href="#">12790701</a>	THE PUBLIC GROUP 3175 W 6TH ST ROOM 403, , LOS ANGELES, CA, 90005	(323) 574-4224	
<a href="#">16999901</a>	THE PUBLIC GROUP OF CALIFORNIA 2808 EXECUTIVE COURT, , ROCKLIN, CA, 95765-0000	(800) 591-5546	
<a href="#">17557601</a>	TURBOBID INC 79 TALBOTT DRIVE, , BOWLING GREEN, KY, 42103	(270) 904-2497 Ext:100	
<a href="#">18913501</a>	W F S, INC. 9891 IRVINE CENTER DR, STE 200, IRVINE, CA, 92618-4320	(949) 727-9011	

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**COMMUNITY BUSINESS ENTERPRISE PROGRAM  
STATISTICAL INFORMATION**

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER  
**Online Auctions of Tax Defaulted Property**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, contractor was selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>FIRM INFORMATION</b>	<b>Bid4Assets, Inc.</b>	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>% of Ownership</b>	<b>No.</b>
<b>OWNERS/ PARTNERS:</b>	100	1
Black/African American	0	
Hispanic/Latino	0	
Asian or Pacific Islander	0	
American Indian	0	
Filipino	0	
All others	1	
Women (included above)	0	
<b>MANAGERS:</b>		
Black/African American	0	
Hispanic/Latino	0	
Asian or Pacific Islander	0	
American Indian	0	
Filipino	0	
White	2	
Women (included above)	1	
<b>STAFF:</b>		
Black/African American	2	
Hispanic/Latino	0	
Asian or Pacific Islander	0	
All others	0	
Filipino	0	
White	4	
Women (included above)	3	
<b>TOTAL NUMBER OF EMPLOYEES</b>	8	
<b>BUSINESS STRUCTURE</b>	Corporation	
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>	N/A	



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**BID4ASSETS, INC.**

**FOR**

**ONLINE AUCTIONS OF TAX DEFAULTED  
PROPERTY SERVICES**

78985

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## **EXHIBITS**

- A STATEMENT OF WORK
- A1 STATEMENT OF WORK ATTACHMENTS
- B COMMISSION RATE SCHEDULE
- C STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT  
**(FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION)**
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**BID4ASSETS, INC.**  
**FOR**  
**ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY SERVICES**

This Contract and Exhibits made and entered into this 3rd day of September, 2019 by and between the County of Los Angeles, hereinafter referred to as County and Bid4Assets, Inc., hereinafter referred to as Contractor, a Maryland Corporation, with its principal place of business at 8757 Georgia Avenue, Suite 520, Silver Spring, MD 20910.

**RECITALS**

WHEREAS, pursuant to California Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, pursuant to California Revenue and Taxation Code Division 1, Part 6, Chapter 7, the County Treasurer and Tax Collector (TTC) is mandated to sell tax defaulted property within five years of the time the property becomes subject to sale for nonpayment of taxes, and to sell the property at intervals of no more than six years if there are no acceptable bids at the first attempted sale; and

WHEREAS, the Contractor is a private firm specializing in providing Online Auctions of Tax Defaulted Property Services; and

WHEREAS, the County may contract with private businesses for Online Auctions of Tax Defaulted Property Services when certain requirements are met; and

WHEREAS, the Contractor has submitted a proposal to the County's TTC for provision of such services and based upon the Request for Proposals process, Contractor has been selected for recommendation for award of such Contract as the most responsive and responsible proposer; and

WHEREAS, the Board has authorized the TTC 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, A1, B, C, D, E, F, G, H, I, and J 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 this Contract and then to the Exhibits according to the following priority.

### EXHIBITS:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT A1 - Statement of Work Attachments
- 1.3 EXHIBIT B - Commission Rate Schedule
- 1.4 EXHIBIT C - Statement of Work and Contract Technical Exhibits
- 1.5 EXHIBIT D - Contractor's EEO Certification
- 1.6 EXHIBIT E - County's Administration
- 1.7 EXHIBIT F - Contractor's Administration
- 1.8 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement (Forms Required at the Time of Contract Execution)
- 1.9 EXHIBIT H - Jury Service Ordinance (Contractor Employee Jury Service)
- 1.10 EXHIBIT I - Safely Surrendered Baby Law
- 1.11 EXHIBIT J - Defaulted Property Tax Reduction Program

This Contract and the Exhibits constitute 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 **Agent(s):** Any person(s) or entity(ies) acting on behalf of Contractor pursuant to this Contract.
- 2.2 **Board of Supervisors:** The governing body of the County of Los Angeles.

- 2.3 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 Contract:** This agreement executed between the County 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 (SOW), Exhibit A.
- 2.6 Contract Discrepancy Report:** The TTC will document discrepancies or problems with Contractor's performance and record explanations of unsatisfactory performance on the sample form as set forth in Standard Exhibit C - SOW and Contract Technical Exhibits, Exhibit 1.
- 2.7 Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.8 Contractor's Alternate Contract Manager:** The authorized individual designated by the Contractor to act as the Contractor's Contract Manager in his/her absence.
- 2.9 Contractor's Authorized Official(s):** The person(s) designated by the Contractor in Exhibit F - Contractor's Administration, that the Contractor represents and warrants such person(s) have actual authority to execute documents under the Contract on behalf of the Contractor.
- 2.10 Contractor's Contract Administrator:** The authorized 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 Contract Manager.
- 2.11 Contractor's Contract Manager:** The authorized individual designated by the Contractor to administer the Contract operations after the Contract Award.
- 2.12 County:** The County of Los Angeles.
- 2.13 County Data:** All of the County confidential information, data, records, and information of the County to which Contractor has access, or otherwise provided to the Contractor under this Contract.
- 2.14 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not

required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. The following are the holidays observed by the County:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas

- 2.15 County's Alternate Contract Manager:** The authorized person designated by the County to act as the County's Contract Manager in his/her absence.
- 2.16 County's Contract Administrator:** The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.17 County's Contract Manager:** The authorized person designated by County's Contract Administrator to manage the operations under this Contract.
- 2.18 Day(s):** Calendar day(s), unless otherwise specified.
- 2.19 Effective Date:** The date of approval of this Contract by the County's Board.
- 2.20 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.21 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that the County will evaluate to ensure the Contractor meets Contract performance standards as specified in the Contract.

- 2.22 Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the SOW; (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.
- 2.23 Subcontracting:** Utilizing any individual person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity to furnish services described in the Statement of Work to Contractor in furtherance of Contractor's performance of this Contract under oral or written agreement.
- 2.24 Treasurer and Tax Collector:** The Director of the County's Department of Treasurer and Tax Collector.
- 2.25 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.

### **3.0 WORK**

- 3.1** 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 herein including, but not limited to, Exhibit A – Statement of Work (SOW).
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the Contractor shall have no claim whatsoever against the County for those tasks, deliverables, goods, services, and/or other work.

## **4.0 TERM OF CONTRACT**

- 4.1** The Contract Term shall be for a period of three years commencing upon approval by the Board or September 19, 2019, whichever is later, unless sooner terminated or extended in whole or in part, as provided in this Contract (Contract Term).
- 4.2** After the initial term, the County shall have the sole option to extend the Contract Term for up to two additional one-year periods, for a maximum total Contract Term of five years. The County may exercise each such extension option at its sole discretion. In the event the County desires to renew the Contract by exercising an option term, the County shall provide Contractor with a written notice of intent to renew the Contract at least 30 calendar 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 in this Contract.
- 4.3** The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.
- 4.4** The Contractor shall notify the County's Contract Administrator when this Contract is within six 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 County's Contract Administrator at the address herein provided in Exhibit E - County's Administration.

## **5.0 COMMISSION RATE AND PAYMENT**

### **5.1 COMMISSION RATE**

- 5.1.1** Contractor's commission rate shall remain firm and fixed for the term of the Contract in accordance with Exhibit B – Commission Rate Schedule, of this Contract.
- 5.1.2** 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.

### **5.2 COMMISSION PAYMENT**

Contractor shall structure a payment and settlement system in accordance with Exhibit A - SOW, Subparagraph 3.10, Payments.

### **5.3 WRITTEN APPROVAL FOR REIMBURSEMENT**

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 entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

### **5.4 INTENTIONALLY OMITTED**

### **5.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF CONTRACT**

The Contractor shall have no claim against the County 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### **5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

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

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

- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY COUNTY'S ADMINISTRATION**

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

The TTC shall assign a Contract Administrator, a Contract Manager, and an Alternate Contract Manager to provide overall management and coordination of the Contract and act as liaisons for the TTC.

### **6.1 COUNTY'S CONTRACT ADMINISTRATOR**

- 6.1.1** The County's Contract Administrator shall be responsible for ensuring the Contractor meets the objectives of the Contract and shall determine the Contractor's compliance with the Contract.
- 6.1.2** The County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to County policy, TTC policy, information requirements, and procedural requirements.
- 6.1.3** The County's Contract Administrator 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, of this Contract and is not authorized to further obligate the County in any respect whatsoever

## **6.2 COUNTY'S CONTRACT MANAGER**

**6.2.1** The County's Contract Manager is responsible for requesting meetings as needed with the Contractor's Contract Manager or Alternate Contract 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 County's Contract Manager is not authorized to make changes to the terms and conditions of the Contract and is not authorized to further obligate the County in any respect whatsoever.

## **6.3 COUNTY'S ALTERNATE CONTRACT MANAGER**

**6.3.1** The County's Alternate Contract Manager shall have full authority to act on behalf of the County's Contract Manager in his/her absence.

**6.3.2** The County's Alternate Contract Manager is not authorized to make changes to the terms and conditions of the Contract and is not authorized to further obligate the County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR CONTRACTOR STAFF**

The Contractor shall assign a sufficient number of employees to perform the required work. The Contractor shall authorize at least one employee on site to act for the Contractor in every detail. The designated employee must speak, read, write, and understand English.

### **7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

**7.1.1** The Contractor's Contract Administrator is designated in Exhibit F - Contractor's Administration. The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be a principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating performance of services under the Contract.

**7.1.2** The Contractor's Contract Administrator 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.

## **7.2 CONTRACTOR'S CONTRACT MANAGER**

- 7.2.1** The Contractor's Contract Manager is designated in Exhibit F – Contractor's Administration. Contractor's Contract Manager shall be a full-time employee of the Contractor.
- 7.2.2** Contractor's Contract Manager must have a minimum of three years' documented experience providing services similar to those requested in this Contract.
- 7.2.3** Contractor's Contract Manager shall have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. Contractor's Contract Manager shall be available during normal work hours from 7:00 a.m. to 5:00 p.m. PST for email or telephone contact and to meet with County personnel designated to discuss the operation of the Contract.
- 7.2.4** During online auctions, Contractor's Contract Manager shall be available for web, email, and/or telephone contact during all the hours comprising the sales, starting 24 hours from the date and time an online auction is open to accept bids up to 24 hours after its close. When the Contractor performs Contract work at times other than described above, or when the Contract Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager.

## **7.3 CONTRACTOR'S ALTERNATE CONTRACT MANAGER**

- 7.3.1** Contractor's Alternate Contract Manager is designated in Exhibit F – Contractor's Administration. Contractor's Alternate Contract Manager shall have full authority to act on behalf of the Contractor's Contract Manager in his/her absence.
- 7.3.2** Contractor's Alternate Contract Manager shall be a full-time employee of the Contractor and shall have a minimum of three years documented experience providing services similar to those requested in this Contract.

## **7.4 NOTICE OF PERSONNEL CHANGES**

The Contractor shall inform the County's Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Administrator, Contract Manager, and

Alternate Contract Manager at the time the Contract is implemented and as changes occur during the Contract Term. The Contractor shall make such notification no later than five business days after a change occurs and shall include a current resume for the newly designated person. The County shall have the right to approve the assignment or replacement of any staff recommended by the Contractor.

## **7.5 APPROVAL OF CONTRACTOR'S STAFF**

- 7.5.1** Contractor shall provide adequate staff to perform work under the Contract.
- 7.5.2** The County 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 Contract Administrator. The County may request that Contractor immediately remove staff from performing work under this Contract at any time during the Contract Term.
- 7.5.3** The Contractor shall notify the TTC within one day when a member of its staff is terminated from working under this Contract.

## **7.6 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.6.1** Each of Contractor's staff performing work under this Contract who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Contract Administrator, Contractor's Contract Manager, and staff that have access to County information and/or assets.

Such background investigation shall be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include state, local, and federal level review, which include, but may not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with background

investigation shall be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.6.2** The Contractor shall provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor shall provide such information in writing within five calendar days of the date on which the fingerprinting occurred.
- 7.6.3** 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 TTC.
- 7.6.4** During the Contract Term, if the TTC receives a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor shall promptly comply with the TTC's request.
- 7.6.5** The TTC 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 TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.6.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.6.7** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff who do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.
- 7.6.8** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.7 CONFIDENTIALITY**

- 7.7.1** The Contractor shall maintain the confidentiality of all records and 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, County policies concerning information technology security and the protection of confidential records and information.

- 7.7.2** The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs, and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, or agents, to comply with this Subparagraph, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel and to reimbursement from the Contractor for all costs and expenses incurred by the County 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 County without the County's prior written approval.
- 7.7.3** The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.4** The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.
- 7.7.5** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit G2.
- 7.7.6** 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 and Confidentiality Agreement,” Exhibit G3.

- 7.7.7** During the Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County’s Contract Administrator whenever changes in staff occur.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1** The County reserves the right to initiate change notices that **do not affect** the scope, term, fees or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County’s Contract Administrator.
- 8.1.2** For any change that affects the Commission Rate Schedule 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 Treasurer and Tax Collector 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 Commission Rate Schedule, 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 County’s Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the County’s Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee.
- 8.1.5** The Treasurer and Tax Collector or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC’s additional optional one-year period extensions, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor at least 30

calendar days 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 / MERGERS OR ACQUISITIONS**

- 8.2.1** The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the County's consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.4** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract, which may

result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

### **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 Contractor represents and warrants that the Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.

**8.3.3** The Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board adopts, in any fiscal year, a County Budget, which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the Contract Term (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 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. The procedures shall include the procedures listed in Subparagraphs 8.5.1 through 8.5.7 of this Contract.

- 8.5.1 Within ten days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five days for County'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 County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five days of receiving the complaint unless otherwise specified in the SOW.
- 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 County's Contract Administrator within three days of mailing to the complainant unless otherwise specified in the SOW.

## **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 County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense and legal costs, accounting, and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor



and performed by the counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without County'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 U.S.C. 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 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 JURY SERVICE PROGRAM**

To the extent applicable, 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 County Code](#), a copy of which is attached as Exhibit H, and incorporated by reference into, and made a part of this Contract.

### **8.8.2 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 and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contract. "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.
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.

## **8.9 CONFLICT OF INTEREST**

**8.9.1** No County employee whose position with the County 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 County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

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

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.11.1** 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 County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For

this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall report all job openings with job requirements to [gainingrow@dpss.lacounty.gov](mailto:gainingrow@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 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.

### **8.12.2 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.

### **8.12.3 NON-RESPONSIBLE CONTRACTOR**

The County may debar a Contractor if the Board 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.

#### **8.12.4 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.
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. The Board 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 years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

To the extent applicable, 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 Exhibit I, in a prominent position at the Contractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.14.1** 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.

**8.14.2** 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 Contract Term 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\(b\)](#).

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

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

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

**8.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor, 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 30 calendar days after the occurrence.

**8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. The Contractor shall repay all costs for such repairs incurred by the County as determined by the County, by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.17.1** 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.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability, which may be assessed against the Contractor or the County 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.

## **8.18 FACSIMILE REPRESENTATIONS**

The County 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 Amendments and/or Change Notices prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and/or Amendments 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.

## **8.19 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 County 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 County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

**8.20.1** 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), 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)").

**8.20.2** 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.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

**8.22.1** This Contract is by and between the County 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 County 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.

**8.22.2** 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 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.22.3** 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 County. 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.

**8.22.4** The Contractor shall adhere to the provisions stated in Subparagraph 7.7, Confidentiality.

## **8.23 INDEMNIFICATION**

**8.23.1** The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County 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 County Indemnitees.

**8.23.2** The Contractor shall indemnify, hold harmless, and defend County 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 (System) and/or Services under this Contract.

**8.23.3** 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 County'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 County's continued use of the System is not materially impeded, shall either: (a) Procure for County 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.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph and Subparagraph 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities, which may arise from or relate to this Contract.

### **8.24.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided 15 days prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten days prior to Contractor's policy expiration dates.
- The County reserves the right to obtain complete, certified copies of any required Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions (SIRs) exceeding \$50,000.00, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a 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:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, California 90012

- Contractor also shall promptly report to the County any injury, or property damage accident, or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to the Contractor.
- The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor 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 County.

#### **8.24.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

The County, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively County 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 County. County 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 County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable provided it satisfies the Required Insurance provisions herein.

### **8.24.3 CANCELLATION OF OR CHANGES IN INSURANCE**

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

### **8.24.4 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 County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County 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.

### **8.24.5 INSURER FINANCIAL RATINGS**

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

### **8.24.6 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 County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

### **8.24.7 WAIVERS OF SUBROGATION**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the

County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to affect such waiver.

#### **8.24.8 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIRs. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.9 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.

#### **8.24.10 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.

#### **8.24.11 SEPARATION OF INSUREDS**

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

#### **8.24.12 ALTERNATIVE RISK FINANCING PROGRAMS**

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.13 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.25 INSURANCE COVERAGE**

#### **8.25.1 COMMERCIAL GENERAL LIABILITY**

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

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

#### **8.25.2 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.

#### **8.25.3 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, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to

Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 CRIME COVERAGE**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of Contractor's directors, officers, agents, and employees who regularly handle or have responsibility for such money, securities, or property. The County and its Agents shall be named as an Additional Insured and 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.

#### **8.25.5 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.

#### **8.25.6 SURETY BOND**

A Surety Bond and deposit receipt for the Surety Bond filed with the California Secretary of State in the sum of not less than \$20,000 and compliant with [California Civil Code, Title 2.95](#) (commencing with Section 1812.600), which states "every auctioneer and auction company shall maintain a bond issued by a surety company admitted to do business in this state." Further, Contractor understands and agrees it shall maintain the Surety Bond for a period of not less than three years following this Contract's expiration, termination, or cancellation.

### **8.26 LIQUIDATED DAMAGES**

**8.26.1** If, in the judgment of the Treasurer and Tax Collector, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire



monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Treasurer and Tax Collector, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Treasurer and Tax Collector, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his/her designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Contractor's fees; 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 timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in the PRS Chart, as defined in Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the Deficiencies, the County may correct any and all Deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County 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 County, as determined by the County.
- 8.26.3** The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS Chart or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

## **8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**8.28.1** 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.

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

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

**8.28.4** The Contractor certifies and agrees that it will deal with its 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.

**8.28.5** 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.

**8.28.6** The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.

**8.28.7** If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

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

## **8.29 NON EXCLUSIVITY**

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

## **8.30 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 day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 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 Subparagraph 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 Subparagraph, 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.

**8.31.1** Contractor and County 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 8.31, Dispute Resolution Procedure, (such provisions shall be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

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

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

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

**8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to

their respective Contract Managers for the purpose of endeavoring to resolve such dispute.

- 8.31.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten 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 Treasurer and Tax Collector, or his/her designee. These persons shall have ten days to attempt to resolve the dispute.
- 8.31.8** 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.
- 8.31.9** 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 levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.10** Notwithstanding any other provision of this Contract, County'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 County's rights and shall not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 8.31.11** Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator any dispute

between the County and the Contractor regarding the performance of services as stated in this Contract.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall 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.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

To the extent applicable, the Contractor shall notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit I – Safely Surrendered Baby Law, of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**8.34 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 - County'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 Treasurer and Tax Collector, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the Term of this Contract and for a period of one year 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.

**8.36 CALIFORNIA PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records

pursuant to Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California [Government Code Section 6250](#), et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

## **8.37 PUBLICITY**

**8.37.1** 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 County 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 County without the prior written consent of the County’s Contract Administrator.

**8.37.2** The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 8.38.1** The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2** 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 A-C within 30 calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than



payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.38.5** 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 County 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 County. The County 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.

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

Contractor may not subcontract the requirements of this Contract. Any attempt by the Contractor to subcontract will be deemed a material breach of this Contract.

### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14, 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 with 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 County 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 County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

## **8.42 TERMINATION FOR CONVENIENCE**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, 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 days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, 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.

**8.42.3** 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.

## **8.43 TERMINATION FOR DEFAULT**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of the County's Contract Administrator:

- Contractor has materially breached this Contract;
- 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 days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

**8.43.3** The Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 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 County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

**8.43.4** If after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42, Termination for Convenience.

**8.43.5** The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

**8.44.1** The County 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 County 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 County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

## **8.45 TERMINATION FOR INSOLVENCY**

**8.45.1** The County 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 60 calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the 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.

**8.45.2** The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**8.48 EFFECT OF TERMINATION**

**8.48.1** In the event County 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 County 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 the County all completed Services and Services in progress, in a media reasonably requested by the County; (c) County will pay to the 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 the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable; (e) Contractor

shall promptly return to the County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by the County, including all County Data, in a media reasonably requested by the County.

- 8.48.2** 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.
- 8.48.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to the County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to the County 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 the County in the transition of the County to a new system, toward the end that there be no interruption of County's day-to-day operations due to the unavailability of the System during such transition.
- 8.48.4** For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Additional Work to assist County to transition System operations from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by the Contractor, Contractor shall perform Transition Services at no cost to the County. Contractor shall provide the County with all of the Transition Services as provided in this Subparagraph 8.48.4. The duty of Contractor to provide such Transition Services shall be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a

failure by the County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Subparagraph 8.48.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

**8.48.5** County shall have the rights set forth in Subparagraph 8.57 to access any County Data, without limitation.

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

#### **8.49 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.

#### **8.50 USE OF COUNTY SEAL AND/OR TREASURER AND TAX COLLECTOR LOGOS**

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

#### **8.51 WAIVER**

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

addition to any other rights and remedies provided by law or under this Contract.

## **8.52 WARRANTY AGAINST CONTINGENT FEES**

**8.52.1** 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.

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

## **8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

Unless 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 Contract Term will maintain compliance, with the [County Code Chapter 2.206](#).

## **8.54 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.53, Warranty 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 County 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 County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to [County Code Chapter 2.206](#).



#### **8.55 TIME OFF FOR VOTING**

The Contractor shall notify its employees 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 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.

#### **8.56 GREEN INITIATIVES**

The Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. The Contractor shall notify County’s Contract Manager of Contractor’s new green initiatives prior to the Contract commencement.

#### **8.57 COUNTY DATA**

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

#### **8.58 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor’s staff pursuant to this Subparagraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.59 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor shall comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. Contractor's violation of this 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.

## **8.60 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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

## **8.61 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS**

The Contractor shall maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary to perform services under the Contract. The Contractor shall ensure the same of all of its officers, employees, and agents who perform services under this Contract and shall maintain all such licenses, permits, registrations, and professional certifications throughout the Contract Term and any term extensions and/or option periods exercised by the County. The Contractor shall provide evidence of such to the County within five calendar days of written request.

## **8.62 BUSINESS CONTINUITY PLAN**

Within ten days after the Contract effective date, Contractor shall provide a comprehensive written Business Continuity Plan (BCP) for providing continuing services to the TTC in the event of an emergency that disrupts the Contractor's operations. This plan shall include, at a minimum, the following components:

- Process for notifying the TTC immediately of any catastrophe, disaster or disruption in service;
- Description of disaster recovery solutions;
- Support for critical business functions;
- Plan for resumption of applications, data, hardware, electronic communications; and,
- Description of the Information Technology features to ensure the TTC's information remains accessible and secure.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

**9.1.1** The Contractor shall indemnify, hold harmless and defend County 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 work under this Contract. County 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

**9.1.2** In the event any equipment, part thereof, or software product becomes the subject of any compliance, claim or proceeding alleging infringement or unauthorized disclosure, such that County'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 County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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.

## 9.2 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

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

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## 9.3 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

**9.3.1** During the Contract Term and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy, and use at any time during and subsequent to the Contract Term, any and all such working papers and all information contained therein.

**9.3.2** Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or

"Confidential" on each appropriate page of any document containing such material.

**9.3.3** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

/

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County, by order of its Board has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

CONTRACTOR:  
BID4ASSETS, INC.

By Jesse Loomis  
Name  
CEO  
Title



COUNTY OF LOS ANGELES

By Jamie Hahn  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors

By Marcia Obedora  
**DEPUTY**

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Marcia Obedora  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Suzanne Kavelin  
Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 34

SEP 03 2019

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

78985

## **EXHIBITS**

- A STATEMENT OF WORK
- A1 STATEMENT OF WORK ATTACHMENTS
- B COMMISSION RATE SCHEDULE
- C STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT  
(FORMS REQUIRED AT EXECUTION OF THE CONTRACT)
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**EXHIBIT A**  
**STATEMENT OF WORK**

**ONLINE AUCTIONS OF**  
**TAX-DEFAULTED PROPERTY**



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## 1.0 INTRODUCTION AND SCOPE OF WORK

The California Revenue and Taxation Code (R&TC) mandates the Treasurer and Tax Collector to collect secured property taxes and auction properties that are Subject to the Tax Collector's Power to Sell due to defaulted property taxes exceeding five years for residential or agricultural property and three years for non-residential commercial property and vacant land (Tax-Defaulted Property).

The County of Los Angeles (County) is seeking a Contractor to provide a hosted Online Auction Website (Website) and services to conduct Online Auction(s) of Tax-Defaulted Properties Subject to the Tax Collector's Power to Sell. The Online Auction services shall include advertising, organizing, posting, hosting, and updating Tax-Defaulted Property listings. Additionally, the services shall include registering Bidders, accepting deposits, refunding unused deposits, and posting disclaimers and due diligence information. The Contractor shall charge a fee to the successful Bidder of each parcel sold and recoup payments of those fees by deducting them from the costs of the sale.

Typically, the Department of Treasurer and Tax Collector (TTC) conducts four auctions annually: one In-person Auction in October, two Online Auctions, and a Sealed Bid Auction. Both Online Auctions consist solely of vacant unimproved land previously offered at an In-person Auction. One of the Online Auctions occurs within 90 days of the October In-person Auction and is comprised of vacant unimproved land that did not sell at the October In-person Auction. The other Online Auction is comprised of vacant unimproved land from the entire inventory of Tax-Defaulted Properties that did not sell at any previous In-person Auction.

Historically, Online Auctions have occurred over a period of two to five days; however, the TTC reserves the right to establish timeframes for each Online Auction based on the number of properties scheduled for sale. Additionally, the TTC reserves the right to withdraw properties from an Online Auction at any time. On average annually, the TTC has withdrawn less than 40 parcels from past Online Auctions. Historical volumes of properties offered, withdrawn, and sold at Online Auction are located in Attachment 6 – Historical Volumes of Properties Offered for Sale and Sold.

## 2.0 DEFINITIONS

The definitions below shall be construed to have the meaning indicated, unless another meaning is apparent from the context in which the term is used.

- 2.1 "As Is" Sale:** A sale where the item offered for sale is sold, without express or implied warranties or representations, on an "as is" basis. "As is" is defined as, but is not limited to, the general condition of the property at the

time of sale along with any liabilities and assets that may be attached to the property.

- 2.2 Assessment District Bond Foreclosure:** Foreclosure of a property on which the assessee failed to pay the assessment or special tax levy on a bond issued by a local assessment district, such as a County Improvement District or a Community Facilities District, for a public improvement project (e.g., street, curb, lighting, etc.).
- 2.3 Auction Website:** Contractor's Online Auction Website (Website).
- 2.4 Bid:** An amount in United States Dollars offered by a Bidder for a specific property offered at the Online Auction.
- 2.5 Bidder:** An individual or authorized representative of an entity who completes registration with the Contractor and conforms to the participation rules and requirements to place a Bid on his or her own behalf, or is authorized to Bid on behalf of a registered Bidder, to purchase property offered at an Online Auction using an account established with the Contractor which includes creating a user name Identification (ID) and a password.
- 2.6 Block:** Multiple properties that the TTC will combine to offer and sell as one item. The minimum bid for a Block will be the sum of the minimum bids for each item in the Block.
- 2.7 Close of Online Auction/Close of Sale:** The date and time at which the Online Auction ends and the TTC does not accept further Bids for any of the properties offered for sale.
- 2.8 Contract:** Agreement executed between the County and the Contractor, which sets forth the Terms and Conditions for the issuance and performance of this Statement of Work (SOW).
- 2.9 Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or problems with Contractor's performance and record explanations of unsatisfactory performance.
- 2.10 Contractor:** The business that has entered into a Contract with the County to perform or execute the work covered by this SOW.
- 2.11 Contractor's Alternate Contract Manager:** The authorized individual designated by the Contractor to act as the Contractor's Contract Manager in his/her absence.

- 2.12 Contractor's Contract Administrator:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters.
- 2.13 Contractor's Contract Manager:** The individual designated by the Contractor to administer the Contract operations.
- 2.14 Contractor's Staff:** Any person designated by Contractor to perform services under the Contract.
- 2.15 County:** The County of Los Angeles.
- 2.16 County's Alternate Contract Manager:** The authorized individual designated by the TTC to act as the County's Contract Manager in his/her absence.
- 2.17 County's Contract Administrator:** The authorized individual designated by the TTC, with authority for the County, on contractual or administrative matters relating to the Contract that the County's Contract Manager cannot resolve.
- 2.18 County's Contract Manager:** The authorized individual designated by the County's Contract Administrator to manage the operations under the Contract.
- 2.19 Day(s):** Calendar day(s) unless otherwise specified.
- 2.20 Deferred-Payment Transaction:** A payment option that the TTC makes available to Bidders, which allows Bidders to make a partial payment of no less than \$5,000 or 10 percent, whichever is greater, of a purchase price that exceeds \$5,000, with the balance due in accordance with the Terms and Conditions of the Auction.
- 2.21 Deposit:** A United States Dollar amount paid to the Contractor prior to the date of an Online Auction by any Bidder intending to Bid on and purchase properties offered at Online Auction. A Bidder can use the Deposit as a source of funds to then Bid at an Online Auction.
- 2.22 Flat Fee:** A fixed dollar amount charged by the Contractor as compensation for each property it sells.
- 2.23 Online Auction:** Internet based auction of Tax-Defaulted Property, conducted on the Contractor's Online Auction Website.
- 2.24 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure

the Contractor meets Contract performance standards, as specified in, Paragraph 11.0, PRS, in this SOW.

- 2.25 Pretty Good Privacy (PGP) Encryption (PGP):** Data encryption and decryption software for file transfers.
- 2.26 Property List:** A list of properties and any corresponding information, as deemed by the TTC to be included in an Online Auction.
- 2.27 Quality Control Program:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this SOW.
- 2.28 Secure Shell File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.29 Secure Online Environment:** A system using the Internet for interactive purposes whereby the users of that system may initiate transactions pertinent to an Online Auction without compromise of privacy, data loss, and security.
- 2.30 Secure Server:** A server on the Internet supporting a Hyper Text Transfer Protocol Secure (HTTPS) security protocol that encrypts and decrypts sensitive data for the users' protection, making it extremely difficult for a third party to decipher the data.
- 2.31 Tax Deed to Purchaser of Tax-Defaulted Property:** The instrument (deed) the TTC records with the Los Angeles County Registrar-Recorder/County Clerk's Office and issues to the purchaser, which transfers title of the property to the purchaser.
- 2.32 Tax-Defaulted Property Subject to the Tax Collector's Power to Sell:** Property in Los Angeles County that has become tax defaulted for three years or more for non-residential commercial property and vacant unimproved land, and five years or more for residential or agricultural property, as defined in R&TC Section 3691, and for which the TTC has recorded a Notice of Power to Sell.
- 2.33 Traditional and Electronic Marketing:** Advertising via print or electronic media including newspaper, magazine, and trade/corporate publications directly or peripherally related to the selling of real estate or other auction-type materials.

- 2.34 Treasurer and Tax Collector:** The Director of the County's Department of Treasurer and Tax Collector.
- 2.35 Trust Account:** An account held with a financial institution used to receive, hold, and disburse Bidder Deposits related solely to the contract.
- 2.36 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.37 Web-based Marketing:** Advertising and marketing efforts via the Internet including email broadcasts to subscriber base, government, and private sector portals, and banner advertising on relevant and prominent websites.

### **3.0 SPECIFIC WORK REQUIREMENTS**

The Contractor shall provide all personnel, materials, facilities, equipment, supervision, and other items or services necessary to provide Online Auction services of Tax-Defaulted Property for all types of properties. The TTC has the sole discretion to add and/or delete work requirements, which it deems to be in the best interest of the County.

#### **3.1 ONLINE AUCTIONS**

Notwithstanding anything to the contrary in this Agreement, nothing stated herein shall obligate the County to offer properties for auction through the Contractor. The total number of properties that the TTC will auction will vary per each Online Auction (see Attachment 6 – Historical Volumes of Properties Offered for Sale and Sold). The TTC does not guarantee any specific amount of work to the Contractor.

#### **3.2 ONLINE AUCTION PROCESS**

##### **3.2.1 Advertising/Marketing**

The Contractor shall develop and maintain Web-based Marketing and Traditional Marketing plans acceptable to the TTC, including, but not limited to, advertising prior to the sale and advertising the sale results.

The Contractor shall develop and submit the marketing plan to the TTC for approval, 60 days prior to an Online Auction. The marketing plan should be designed to reach as many potential Bidders as possible and to run at least 30 days prior to an Online Auction. The Contractor shall advertise an Online Auction by obtaining placements in advertising media via the Internet including

email broadcasts to subscriber base, government, and private sector portals, and banner advertising on relevant and prominent websites. Advertising of an Online Auction shall be available to the public on the Contractor's Website, 24 hours per day, seven days per week, beginning 30 days prior to and ending on the last day of the Online Auction.

### **3.2.2 Online Auction Parameters**

The Contractor shall, at the direction of the TTC, establish parameters for Online Auctions (in terms of time, minimum Bid, and settlement terms), and include online any County of Los Angeles due diligence information to Bidders, e.g. caution to investigate before bidding, listing of properties with special conditions, liens, etc.

### **3.2.3 Online Communication**

The Contractor shall send communication via email to Bidders upon the occurrence of any of the following events:

**3.2.3.1** A Bidder completes registration

**3.2.3.2** A Bidder makes a deposit

**3.2.3.3** The Contractor posts County of Los Angeles auction information online

**3.2.3.4** The Contractor commences an auction and concludes an auction

**3.2.3.5** The Contractor receives a Bid from the Bidder

**3.2.3.6** A Bidder is outbid

### **3.2.4 User name ID/Password**

The Contractor shall require Bidders to create a unique username, and a strong password that consists of a minimum of eight characters, including one uppercase letter, one lowercase letter, and a number. In addition, the password shall not be the same as any of the six prior passwords used for Bidder's login. The Contractor shall provide a list of all registered Bidders at the request of the TTC at any time prior and up to the registration deadline for an Online Auction. The TTC reserves the right to disqualify any Bidder for any reason at any time, including while an Online Auction



is open for Bids, and after receiving any Bid. The TTC will provide the Contractor with a listing of staff that are duly authorized to disqualify a bidder.

### **3.3 PROPERTY DATA FILE**

The TTC shall provide Online Auction property data to the Contractor electronically in a file format specified by the TTC. In the event that file format changes are required, the TTC shall notify the Contractor in advance. The TTC and the Contractor shall transfer the initial property data file elements and any subsequent additions, deletions, or modifications electronically under the requirements as outlined in Attachment 2 – TTC Online Auction Data File, and listed in Paragraph 4.0, Security/Data Exchange, in this SOW.

### **3.4 PRE-QUALIFICATION/REGISTRATION OF BIDDERS**

#### **3.4.1 Bidder Acknowledgement**

The Contractor shall structure the Website to include an Online Auction Registration process to inform Bidders of disclaimers, due diligence information and certain relevant information concerning Online Auctions. The Contractor shall require Bidders to acknowledge the receipt of this information as a pre-condition to bidding on properties. The Website shall contain instructions that require Bidders to accept the terms and conditions as outlined in Subparagraph 3.5 – Online Auction Guidelines/Terms and Conditions, in this SOW, with instructions that require Bidders to accept the terms and conditions by selecting a designated check box during the registration process.

#### **3.4.2 Barring Banned Bidders from Registration**

The Contractor's Website should detect and bar from registration any Bidder previously banned from bidding, per the TTC instructions or by the Contractor, per Subsection 3.10.2.2 - Payments, in this SOW.

#### **3.4.3 Deposits**

The Contractor's Website shall have the following functionality:

**3.4.3.1** Be designed to allow Bidders to remit Deposits

**3.4.3.2** Be designed to reject any Deposits submitted less than five business days prior to the date of an Online Auction

- 3.4.3.3 Require the full Deposit amount in a single transaction
- 3.4.3.4 Prevent any Bidder failing to meet the Deposit requirement from bidding on any Tax-Defaulted Property
- 3.4.3.5 Include Bid Deposit refund information

#### **3.4.4 Trust Account/Deposit**

The Contractor shall maintain a Trust Account for all Bidder Deposits, each of which shall be fully insured by the FDIC, or in a manner, that realizes the same objectives of the Trust Account, with the TTC's written approval. The financial institution shall meet the minimum ratings, as defined by the TTC. The minimum ratings required will be a rating of "A" by Moody's or Standard & Poor's regardless of numerical or symbolic qualifiers (1,2,3, +, or -) at the time of Contract award, unless otherwise agreed to by both the TTC and the Contractor. In the event that the Contractor's financial institution fails to maintain the minimum rating, the TTC reserves the right to require the Contractor to replace its Financial Institution with another Financial Institution that meets the minimum rating requirement. The Contractor shall use the Trust Account to hold, apply, disburse, and/or refund as applicable, the Deposit made by a Bidder.

No credit card payments shall be accepted. The following is a list of acceptable payment methods for Bidder Deposits:

- 3.4.4.1 Wire transfer
- 3.4.4.2 Electronic Check (eCheck)
- 3.4.4.3 Cashier's Check, Bank Issued Money Order

### **3.5 ONLINE AUCTION GUIDELINES/TERMS AND CONDITIONS**

The Contractor shall include an Online Auction Guidelines section on its Website that sets forth the TTC terms and conditions and any Contractor best practices approved by the TTC, including but not limited to the following information:

#### **3.5.1 Guidelines**

- 3.5.1.1 "Buyer Beware" statement

- 3.5.1.2 Auction start and end times and dates
- 3.5.1.3 “All sales are as is, and final” statement
- 3.5.1.4 Minimum age requirements for bidding
- 3.5.1.5 Statement that indicates Bids starting at a minimum price
- 3.5.1.6 Functionality to record acknowledgement and understanding of Online Auction rules and advisements
- 3.5.1.7 “Withdrawal of property” statement
- 3.5.1.8 Deposit and bidding eligibility requirements
- 3.5.1.9 Statement that a person bidding on behalf of a legal entity shall be an authorized representative of that firm

### **3.5.2 Americans with Disabilities Act (ADA) compliant Website**

The Website shall be compliant with ADA, which requires that services be accessible for people with disabilities. The Website should have easily resizable text with a high contrast mode option to make text easier to read for visually impaired visitors. The Website should also have a text only option, with all functionality accessible through a keyboard for visitors with mobility issues.

### **3.5.3 Indemnity for ADA violations**

The Contractor shall indemnify and hold the County harmless for violations of the ADA related to its Website for the contract.

### **3.5.4 Privacy Policy**

The Contractor's Website shall disclose its privacy policy to Website users. The privacy policy shall comply with the provisions of Appendix B1, Information Security and Privacy Requirements, and the provisions of the Contract, Subparagraphs 7.7, Confidentiality and 8.6, Compliance with Applicable Law.

## **3.6 REJECTING BIDS**

Although over the last several years, the TTC has not rejected a Bid during an Online Auction; the Contractor shall design the Website to allow

authorized staff of the TTC to reject any Bid(s) at any point, for any reason.

### **3.7 WITHDRAWING PROPERTIES FROM AUCTION**

The Contractor shall design the Website to permit authorized staff of the TTC to withdraw single and/or multiple properties offered as a Block prior to and during an Online Auction.

### **3.8 CONFIRMATION OF WINNING BID**

The Contractor shall send notice to the winning Bidder(s) by email or other appropriate means within one hour after the Close of an Online Auction. The Contractor may advertise the results of an Online Auction with the pre-approval, as to form and content, of the TTC.

### **3.9 REFUNDS**

The Contractor shall refund any unused portion of a Bidder's Deposit within 10 business days of the Close of an Online Auction. Refunds shall be remitted in the same payment method used to register and may include any of the following:

**3.9.1** Wire back to originating sender

**3.9.2** Credit back to the eCheck originating bank account

**3.9.3** Paper check via first class mail to the Bidder as specified on the Bidder registration profile

### **3.10 PAYMENTS**

The Contractor shall have the following capabilities:

**3.10.1** A mechanism to process a winning Bidder's full payment that includes the Bidder's Deposit, such that the corresponding proceeds are transferred to the TTC, in a manner specified by the TTC, within 10 business days or a timeframe approved by the TTC, after Close of an Online Auction.

**3.10.2** A mechanism to process a winning Bidder's Deferred-Payment Transaction, which includes applying his or her Deposit to the payment balance, plus the following functionality:

**3.10.2.1** Ability to ensure that the Bidder Deposits are sufficient to cover the required down payment of \$5,000 or 10

percent of the winning Bid amount, whichever is greater, before closing the sale of the property.

**3.10.2.2** Ability to lock out the Bidder to prevent further bidding if the required deposit amount is insufficient.

**3.10.2.3** Ability to accept a final payment up to 15 days from the date of the Close of an Online Auction.

**3.10.3** A mechanism to secure the Bidder's Deposit as a forfeiture and bar a Bidder from further bidding when any purchase is not consummated according to the requirements listed in Subparagraphs 3.10.1 and 3.10.2 in this SOW.

### **3.11 CONTRACTOR'S FEE**

The Contractor shall collect from the Bidder a Flat Fee for each property sold. The Contractor shall post the fee on its website and disclose the fee to Bidders. The Contractor shall subtract the fee from the winning Bid amount prior to sending the balance to the TTC. The fee amount will be in accordance with Exhibit B, Commission Rate Schedule, of the Contract.

### **3.12 SALE INFORMATION DATA FILES**

Within five Days of the payment settlement date, or at a later time acceptable to the TTC, the Contractor shall provide electronic data files as identified in Attachment 3 - Contractor Sold Items Files, in this SOW, in a format acceptable to the TTC.

## **4.0 SECURITY/DATA EXCHANGE**

**4.1** The Contractor shall provide a secure online environment to protect the confidentiality, integrity, and availability of the data exchanged. The Contractor shall host the Website on a secure web server including its web application that incorporates security, privacy safeguards, and protections. These measures consist of continuous vulnerability assessments including, but not limited to, the application, server, and the network(s). Other measures include maintaining current software patches of its operating system, associated software running on the web server, and maintenance for related network devices.

**4.2** The Contractor shall design the Website using the SSL protocol to encrypt data transmitted between the Contractor's Website and the Bidder's web browser. The Contractor shall send and accept data in a format acceptable to the TTC. The Website shall capture a complete audit trail (e.g., timestamp, log retention, type of transactions) of all transactions with

security safeguards and protections approved by the TTC. The Contractor shall not deviate from any requirements without prior written approval by the TTC.

- 4.3** The Contractor shall exchange all data with the TTC electronically and securely unless otherwise directed by the TTC. All data exchanges shall take place in a secure manner using SFTP with data encryption with minimum cipher strength of 256-bit.
- 4.4** The Contractor shall encrypt electronic files using PGP encryption. The County prohibits the use of open source PGP software.
- 4.5** Email exchanged between the Contractor and the TTC shall be kept at the absolute minimum, to conduct business, and encrypted using an enterprise email encryption solution. Confidential/sensitive information shall not be sent via email. If it is necessary to attach a file, the file should be encrypted and attached to the encrypted email.

## **5.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

- 5.1** The Contractor shall adhere to physical and/or computer security safeguards as identified in Attachment 4 – Information Security and Privacy Requirements.
- 5.2** The Contractor shall adhere to the encryption requirements identified in Attachment 5 – Data Encryption Requirements.

## **6.0 REPORTS**

The Contractor shall make available daily activity reports and comprehensive reports for each of the County's Online Auctions it conducts. All reports shall be available in file formats set forth by the TTC including, but not limited to the following:

- 6.1** Online Auction Status Reports (as applicable, prior to or during an Online Auction):
  - 6.1.1** List of registered Bidders
  - 6.1.2** Current Bid activity for each property
  - 6.1.3** Daily statistics of properties sold and unsold
  - 6.1.4** List of properties forfeited

- 6.2** Post-Online Auction Status Reports (within five days after the final settlement date):
  - 6.2.1** Sale statistics, including number of Bidders, number of properties offered/sold, and total revenue
  - 6.2.2** Bidder reports, including completed/outstanding payment status of each property, and associated winning Bidder
  - 6.2.3** Vesting details of each winning Bidder, including name and address, associated AIN, and purchase amount

## **7.0 RESPONSIBILITIES**

### **7.1 COUNTY'S ADMINISTRATION OF CONTRACT**

#### **County's Administration**

A listing of all TTC Administration is referenced in the following Subparagraphs designated in Exhibit E, County's Administration, of the Contract. The TTC shall notify the Contractor in writing of any change in the names or addresses shown.

#### **County's Personnel**

The TTC shall assign a Contract Administrator, a Contract Manager, and an Alternate Contract Manager, to provide overall management and coordination of the Contract and act as liaisons for the TTC. The County's Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the County's Contract Manager will monitor the Contractor's performance during the term of the Contract. The TTC shall inform the Contractor, in writing, of the name, address, and telephone number of the individuals designated to act as County's Contract Administrator, County's Contract Manager, and County's Alternate Contract Manager for each identified in Exhibit E, County's Administration, of the Contract at the time the County executes the Contract and shall notify the Contractor as changes occur.

#### **7.1.1 County's Contract Administrator**

- 7.1.1.1** The TTC shall contact the Contractor in writing of any change in the name or address of the County's Contract Administrator.
- 7.1.1.2** The County's Contract Administrator is responsible for ensuring the Contractor meets the objectives of the

Contract and determines the Contractor's compliance with the Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

**7.1.1.3** The County's Contract Administrator is responsible for providing overall direction to the Contractor in the areas relating to the County and TTC policy, information requirements, and procedural requirements.

**7.1.1.4** The County's Contract Administrator is not authorized to make any changes in the Terms and Conditions of the Contract except as permitted in accordance with Subparagraph 8.1 - Change Notices and Amendments, of the Contract, and is not authorized to further obligate the County in any respect whatsoever.

## **7.1.2 County's Contract Manager**

The responsibilities of the County's Contract Manager or his/her alternate include:

**7.1.2.1** Overseeing the day-to-day administration of the Contract

**7.1.2.2** Requesting meetings as needed with the Contractor's Contract Manager and/or Alternate

**7.1.2.3** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor

**7.1.2.4** The County does not authorize the County's Contract Manager to make any changes to the Terms and Conditions of the Contract and is not authorized to further obligate the County in any respect whatsoever

## **7.2 CONTRACTOR'S ADMINISTRATION OF CONTRACT**

### **Contractor's Personnel**

The Contractor shall assign a sufficient number of employees to perform the required work at its business office who shall speak and understand English.



## **7.2.1 Background and Security Investigation**

Pursuant to the provisions of the Contract, Subparagraph 7.6, Background and Security Investigations, the TTC has determined, in its sole discretion, that each of the Contractor's Staff performing work under the Contract is in a designated sensitive position and shall undergo and pass, to the satisfaction of the TTC, a background and security investigation as a condition of beginning and continuing to work under the Contract.

## **7.2.2 Contractor's Contract Administrator**

**7.2.2.1** The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator 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. The Contractor shall provide the TTC, in writing, the name, address, and telephone number of the individual designated to act as Contract Administrator, or any alternate identified in Exhibit F, Contractor's Administration, of the Contract. In addition, the Contractor shall provide a current copy of the person's resume, at the time the Contract is executed, and notify the TTC as changes occur.

**7.2.2.2** The Contractor's Contract Administrator 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 for ensuring the Contractor's compliance with the Contract.

**7.2.2.3** The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator 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 upon by the parties.

## **7.2.3 Contractor's Contract Manager**

**7.2.3.1** The Contractor's Contract Manager/Alternate shall be a full-time employee of the Contractor. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as

Contract Manager/Alternate identified in Exhibit F, Contractor's Administration, of the Contract, and provide a current copy of the person's resume at the time the Contract is executed, and notify the TTC as changes occur.

**7.2.3.2** The Contractor's Contract Manager/Alternate shall have a minimum of three years documented experience providing services similar to those requested in the Contract; be a full-time employee of the Contractor; and be able to read, write, speak, and understand English fluently.

**7.2.3.3** The Contractor's Contract Manager/Alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Manager/Alternate shall be available during normal work hours, 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, for email and telephone contact and to meet with TTC personnel designated to discuss the operation of the Contract. During Online Auctions, the Contract Manager/Alternate shall be available for web, email, and/or telephone contact during all the hours comprising the sale, starting 24 hours from the date and time an Online Auction is open to accept Bids up to 24 hours after its' close. When the Contractor performs Contract work at times other than described above, or when the Contract Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager/Alternate recommended by the Contractor.

#### **7.2.4 Approval of Contractor's Staff**

The TTC has the absolute right to approve or disapprove any 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 Contract Manager.

#### **7.2.5 Contractor's Staff Benefits and Wages**

The Contractor will be solely responsible for providing all legally required employee benefits, salaries, wages, or other compensation

to its employees, and shall not call upon the County to assume any such liability.

#### **7.2.6 Contractor's Office**

**7.2.6.1** The Contractor shall maintain an office within the contiguous United States of America with a telephone in the company's name where the Contractor conducts business. The Contractor shall staff its office during the hours of 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. When the office is closed, the Contractor shall provide an answering service to receive calls. The Contractor shall return calls received by the answering service within one business day of receipt of the call.

**7.2.6.2** The Contractor shall provide staff or comparable support services accessible by email, telephone, and web communications sufficient to assist any Bidder or TTC staff in a timely manner prior to the bidding opportunity closing on any single or Block of properties.

### **7.3 CONFIDENTIALITY**

**7.3.1** The Contractor shall sign and adhere to the provisions of the Contractor Acknowledgement and Confidentiality Agreement Exhibit G1 of the Contract.

**7.3.2** The Contractor shall require each employee performing services covered by the Contract to sign and adhere to the provisions of the Contractor Employee Acknowledgement and Confidentiality Agreement Exhibit G2 of the Contract.

**7.3.3** The Contractor shall require each non-employee performing services covered by the Contract to sign and adhere to the provisions of the Contractor Non-Employee Acknowledgement and Confidentiality Agreement Exhibit G3 of the Contract.

### **8.0 QUALITY CONTROL**

#### **8.1 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the TTC a consistently high level of service

throughout the term of the contract. The Contractor shall submit the Plan to the County's Contract Manager for review upon execution of the Contract. The Plan shall include, but may not be limited to, the following:

- 8.1.1** A method(s) of monitoring to ensure that the Contractor meets and covers the Contract requirements of all the items listed in the PRS Chart, Technical Exhibit 2, of the Contract. The Plan shall specify the activities to be monitored by the Contractor on a scheduled or unscheduled basis, how often the monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- 8.1.2** A method(s) used by the Contractor for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the Contract including, but not limited to:
  - 8.1.2.1** Implementing real-time monitoring alerts on the Website to detect the latest web security threats
  - 8.1.2.2** Back-up of the accounting system to track, capture, and verify all monetary activities including, but not limited to, Deposits, applied monies to winning Bids, and refunds
  - 8.1.2.3** User-friendly, simple, and easy to use secure online registration website
  - 8.1.2.4** Registration and bidding instructions as requested by the TTC
  - 8.1.2.5** Helpdesk hours in compliance with the Contract requirements Subparagraph 7.2.6, Contractor's Office, in this SOW
  - 8.1.2.6** Available resources and tested strategies to prevent server crashes system performance problems for the duration of the sale, including the periods before and after the sale. Server crash prevention plans shall incorporate historical data to support the specific strategies and resources contemplated
  - 8.1.2.7** Deposit records of each Bidder providing reports to the TTC on the properties sold and the monies collected
- 8.1.3** The Plan shall include method(s) for assuring that Contractor maintains the confidentiality of information while in the care of the Contractor.

**8.1.4** The Contractor shall provide to the TTC upon request, a record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

## **8.2 QUALITY ASSURANCE PLAN**

The TTC will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in the Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.15, County's Quality Assurance Plan, of the Contract.

### **8.2.1 Meetings**

The Contractor shall meet with the County's Contract Manager at reasonable times, as determined by the County's Contract Manager in accordance with Subparagraph 7.0, Administration of Contract - Contractor, of the Contract.

### **8.2.2 Contract Discrepancy Report (Technical Exhibit 1)**

The Contractor shall make available to the County's Contract Manager verbal notification of a Contract discrepancy, as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period, mutually agreed upon by the TTC and the Contractor, but not to exceed 10 business days. The County's Contract Manager shall determine whether the TTC will issue a formal Contract Discrepancy Report. Upon receipt of this document, the Contractor shall respond in writing to the County's Contract Manager/Alternate within five business days acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Manager/Alternate within 10 business days.

### **8.2.3 TTC Quality Monitoring**

On an ongoing basis, the TTC may compare the Contractor's performance to the Contract standards as set forth in Paragraph 11.0, PRS, in this SOW. The TTC may use a variety of inspection methods to evaluate the Contractor's performance. These methods may include, but not be limited to:

#### **8.2.3.1 Effectiveness of advertising**

- 8.2.3.2** Conduct of auctions
- 8.2.3.3** User complaints
- 8.2.3.4** Management Information System reported results
- 8.2.3.5** 100 percent inspection of completeness of reports on a periodic basis
- 8.2.3.6** Adherence to County and TTC policies, procedures, rules, and regulations as outlined in the Contract

#### **8.2.4 Complaints**

- 8.2.4.1** In the event the Contractor receives any verbal or written complaints regarding the contracted services, the Contractor shall notify the County's Contract Administrator immediately. Such notification shall be by telephone and followed in writing within three business days. The Contractor shall provide the County's Contract Administrator with a copy of any written complaint within three business days of receipt of the written complaint. In the event the TTC receives any verbal or written complaints regarding the contracted services, the County's Contract Administrator shall notify the Contractor immediately. Such notification shall be by telephone and followed in writing within three business days, and shall provide the Contractor with a copy of any written complaint within three business days of receipt of the written complaint.
- 8.2.4.2** The Contractor shall maintain a master complaint log of all complaints received. The Contractor shall promptly investigate all complaints received and provide a written report to the County's Contract Administrator regarding the disposition of each verbal and written complaint within five business days of written notification of such complaint. Minimum elements of the written report shall include a statement of the complaint, identification by the name of the Contractor's employee(s) involved, results of the Contractor's investigation of the complaint, and a statement regarding the corrective action taken to avoid a recurrence of such a complaint.
- 8.2.4.3** The County retains the right to terminate the Contract in accordance with Subparagraph 8.43, Termination for

Default, of the Contract, if the Contractor does not take any acceptable action with regards to said complaint(s).

## **9.0 COUNTY HOLIDAY OBSERVATIONS**

The Contractor is not required to work on the following County recognized holidays:

- 9.1** New Year's Day
- 9.2** Martin Luther King, Jr. Day
- 9.3** Presidents' Day
- 9.4** Cesar E. Chavez Day
- 9.5** Memorial Day
- 9.6** Independence Day
- 9.7** Labor Day
- 9.8** Indigenous Peoples Day
- 9.9** Veterans' Day
- 9.10** Thanksgiving Day
- 9.11** Friday after Thanksgiving Day
- 9.12** Christmas Day

## **10.0 GREEN INITIATIVES**

- 10.1** The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 10.2** The Contractor shall notify the County's Contract Manager of the Contractor's green initiatives prior to the Contract's commencement.

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 11.1** The PRS Chart, Technical Exhibit 2, which lists required services, is an important tool for the TTC. The TTC will be monitoring the services during the Term of the Contract. The purpose of the PRS is to:

- 11.1.1** The required services, which the TTC will monitor during the Term of the Contract (Column 1)
  - 11.1.2** Identify the performance standards for satisfactory performance (Column 2)
  - 11.1.3** Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting Contract requirements (Column 3)
  - 11.1.4** Indicate the liquidated damages to be assessed for non-compliance with the Contract and/or this SOW (Column 4)
- 11.2** The TTC intends for the services listed in the PRS Chart to be completely consistent with the Contract and this SOW, and not in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract, this SOW and the PRS, the meaning apparent in the Contract and this SOW will prevail. If any service seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 11.3** When the Contractor's performance does not conform to the requirements of the Contract, the TTC will have the option to apply any or all of the following non-performance remedies:
- 11.3.1** Require the Contractor to implement a formal corrective action plan, subject to approval by the TTC. In the plan, the Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.
  - 11.3.2** Assess fees for non-compliance with the Contract.
  - 11.3.3** Reduce, suspend, or cancel the Contract for systemic, deliberate misrepresentations or unacceptable levels of performance, in accordance with Subparagraph 8.43, Termination for Default, of the Contract.



# **EXHIBIT A1**

**STATEMENT OF WORK ATTACHMENTS**

**FOR**

**ONLINE AUCTIONS OF TAX DEFAULTED  
PROPERTY SERVICES**

# EXHIBIT A1

## SOW ATTACHMENTS

### ATTACHMENTS

Attachment 1	Required Data/Informational Electronic Exchanges
Attachment 2	TTC Online Auction Data File
Attachment 3	Contractor Sold Items Files
Attachment 4	Information Security and Privacy Requirements
Attachment 5	Data Encryption Requirements
Attachment 6	Historical Volumes of Properties Offered for Sale and Sold



## TTC ONLINE AUCTION DATA FILE

### I. Specification Overview

The record layout is in ASCII format with pipe (|) delimiter.

### II. Record and Field References

FIELD NO.	FIELD NAME	MAX. FIELD LENGTH	FIELD DEFINITION
1	Group Number	10	The earliest defaulted parcel Assessor Identification Number
2	Group ID Year	4	Assessment year for cross reference parcels.
3	AIN	10	The unique ID number assigned to each parcel.
4	Sale Number	5	The ID number assigned to identify the auction.
5	Item Number	5	STPTS Item Number
6	Newspaper District Number	4	STPTS Newspaper District
7	Land Value	13	Land Value
8	Improvement Value	13	Improvement Value
9	TRA	5	Tax Rate Area
10	Minimum Bid	11	STPTS Minimum Bid
11	Location	21	Property Location
12	Property Address 1 (Situs)	32	Situs Street Address. If Situs Address not available - "VACANT LOT"
13	Property Address 2 (Situs)	32	Situs City, State and Zip
14	Assessment Year	4	The year in which the property value are assessed
15	Legal Descriptions 1-171 lines	40	Legal Descriptions for AIN

## CONTRACTOR SOLD ITEMS FILES

### Vesting File Specification

FIELD NAME	START POSITION	END POSITION	LENGTH	FIELD DEFINITION
Vesting Number	1	5	5	5-digit number with leading zeros
Name Line 1	6	37	32	
Name Line 2	38	69	32	
Address	70	101	32	
City	102	133	32	
State	134	135	2	2 character state
Zip	136	144	9	5-digit zip with optional 4-digit code or trailing blanks
Phone	145	154	10	10-digit phone number
Legal Title	155	155	1	
Description	156	305	150	Required if Legal Title is "Other"
Auction ID	306	310	5	4-digit year + A, B, C, etc.

### Sold Item File Specification

FIELD NAME	START POSITION	END POSITION	LENGTH	FIELD DEFINITION
Vesting Number	1	5	5	5-digit number with leading zeros
Item Number	6	10	5	5-digit number with leading zeros
Purchase Price	11	22	12	Leading blanks with 2 decimal places
Auction ID	23	27	5	4-digit year + A, B, C, etc.
Sale Date	28	35	8	YYYYMMDD



**ATTACHMENT 4**

**INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

This Attachment 4 (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Contract and maintained throughout the Contract Term. 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 Personally Identifiable Information, Protected Health 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 this Attachment 4 will constitute a material, non-curable breach of the Contract by Contractor, entitling County, 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. Unless specifically defined in this Attachment 4, capitalized terms shall have the meanings set forth in 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 County Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require 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 County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Attachment 4, "**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. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the [California Civil Code section 1798](#) et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>1</sup>) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization<sup>2</sup> and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive<sup>3</sup> such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.
5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County 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 industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations<sup>4</sup>; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>5</sup>. 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

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<sup>1</sup> Available at <http://www.csrc.nist.gov/>

<sup>2</sup> Available at <http://www.csrc.nist.gov/>

<sup>3</sup> Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

<sup>4</sup> Available at <http://www.csrc.nist.gov/>

<sup>5</sup> Available at <http://www.csrc.nist.gov/>



County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization<sup>6</sup>).

6. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County 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 County. In the event the hardware containing County 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 County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization<sup>7</sup>).
7. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County 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.
8. **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.
9. **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:

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<sup>6</sup> Available at <http://www.csrc.nist.gov/>

<sup>7</sup> Available at <http://www.csrc.nist.gov/>

- 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.
10. **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 County 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 County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated to, 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, Protected Health Information, and County Confidential Information.
  - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such

audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County 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 County security contact. Contractor will notify County of any new assessments.

11. **Contractor Self Audit.** Contractor will provide to County 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 when 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 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 County as provided above and the ISO certificate is published on \_\_\_\_\_, Contractor's website.
- b. SSAE-16 (formerly known as SAS - 70) – 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 County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Contract Term, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) 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 County. County'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. County 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 County in the development of the scope and methodology for the audit, and the timing, implementation, and completion of the audit. Any of the County'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.
13. **Confidentiality**

- a. Except as provided in Section 13(b) (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personally Identifiable Information (as defined below); and (e) Protected Health Information, as specified in Section 13(g), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). The foregoing definition shall also include any Confidential Information provided by either Party's contractors, agents, or vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

- b. **Exclusions.** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Contract, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Contract or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party, (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.
- c. **Treatment of Confidential Information.** Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Contract without assurance that such information and the value thereof will be protected as provided in this Section 13 (Confidentiality) and elsewhere in this Contract. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Contract. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Contract, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Contract to ensure that such employees, agents, and consultants protect the confidentiality of

Confidential Information, including this Section 13 (Confidentiality) and Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

- d. **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the non-breaching Party.
- e. **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

- f. **County Data.** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County 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.
- g. **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 [California Civil Code section 1798.29](#) and 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 County or otherwise, Personally Identifiable Information pertaining to County'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 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 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 County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County'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.
  
- h. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County'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 County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.



## 1.1 DATA ENCRYPTION

Contractors 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 of 1996 (HIPAA), and implementing regulations. MI is defined in [California Civil Code Section 56.05\(j\)](#).

### 1.1.1 Stored Data.

Contractors' 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.

### 1.1.2 Transmitted Data.

All transmitted (e.g. network) County 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.

### 1.1.3 Certification.

The County must receive within ten (10) business days of its request, a certification from Contractor 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 Attachment 5 shall constitute a material breach of the Contract upon which the County may terminate or suspend this Contract.

**HISTORICAL VOLUMES OF  
PROPERTIES OFFERED FOR SALE AND SOLD**

<b>Online Auction Date</b>	<b>Online Auction Name</b>	<b>Properties Offered</b>	<b>Properties Pulled</b>	<b>Properties Sold</b>	<b>Percentage Sold</b>
May 2014	2014B	675	84	325	48.1%
August 2015	2015B	600	49	225	37.5%
December 2015	2015A Follow-up	380	9	186	48.9%
August 2016	2016B	79	20	49	62.0%
December 2016	2016A Follow-up	650	13	300	46.2%
August 2017	2017B	532	48	310	58.2%
December 2017	2017A Follow-up	152	0	88	57.9%

## COMMISSION RATE SCHEDULE

### ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY SERVICES

<b>COMMISSION RATE (FLAT FEE FOR EACH PROPERTY SOLD)</b>
<b><u>\$ 150.00</u></b>

Contractor's commission rate shall be a flat fee for each property sold. Contractors' commission rate shall remain firm and fixed for the term of the contract, inclusive of any renewal options exercised by the County pursuant to Paragraph 4.0, Term of Contract, of the Contract.

# **EXHIBIT C**

## **STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS**

**FOR**

**ONLINE AUCTIONS OF TAX DEFAULTED PROPERTY  
SERVICES**

## **TECHNICAL EXHIBITS**

- 1 Contract Discrepancy Report
- 2 Performance Requirements Summary Chart

**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 1**

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY EVALUATION OF  
CONTRACTOR RESPONSE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date

\_\_\_\_\_

**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>CONTRACT</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Paragraph 7.4</b> Notice of Personnel Changes	Notify the Treasurer and Tax Collector (TTC) of changes in Contract Administration staff, with resume, within five business days.	None	Inspection & Observation	\$50 per day that notification is late.
<b>Paragraph 7.5</b> Approval of Contractor's Staff	Immediate removal of unacceptable Contract personnel.	One business day	Complaints, inspection, and observation	\$100 per occurrence of non-removal.
<b>Paragraph 7.6</b> Background and Security Investigations	Ensure staff undergo background checks before servicing the Contract.	None	Complaints, inspection, and observation	\$500 per incident of staff member noncompliance.
	Notify the TTC of the names of staff and dates fingerprinted.	None	Inspection, and observation	\$25 per incident of staff member noncompliance.

**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>CONTRACT</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Paragraph 7.7</b> Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC before servicing the Contract.	None	Review of reports; complaints	\$100 per day per staff member when form is not signed.
	Maintain the confidentiality of all records and information.	None	Observation; complaints	\$1,000 per unauthorized release of information.
<b>Paragraphs 8.24</b> General Provisions for all Insurance Coverage and <b>Paragraph 8.25</b> Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to the TTC.	None	Receipt and review of insurance information	\$100 per day of lapsed coverage, and/or termination of Contract.
<b>Paragraph 8.37</b> Publicity	Obtain County's advanced written permission to use County's name in advertisements.	None	Complaints, inspection, and observation	\$500 per occurrence of unpermitted use of the County name and/or logo in advertising, and possible termination of Contract.



**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>CONTRACT</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Paragraph 8.38</b> Record Retention & Inspection/Audit Settlement	Contractor to maintain all documents as specified in Subparagraph 8.38.	One business day	Inspection of files.	\$50 per occurrence of failure to produce required documents upon demand.
<b>Paragraph 8.40</b> Subcontracting	Contractor shall not subcontract any work.	None	Inspection & observation	\$500 per occurrence and possible termination for default.

**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>STATEMENT OF WORK</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 3.2</b> Online Auction Process	The Contractor shall develop Web-Based and Traditional Marketing plans in accordance to Subparagraph 3.2.1.	None	TTC not receiving the marketing plan 60 days prior to an Online Auction; Complaints	\$1,000 per occurrence plus \$100 per day until corrected.
	The Contractor shall send communication via email to Bidders upon the occurrence of any of the events listed in 3.2.3.	None	Complaints	\$50 per occurrence of failure to send a required email communication.
<b>Subparagraph 3.4</b> Pre-Qualification/ Registration of Bidders	The Contractor shall structure its Website to provide for Bidder Acknowledgement pursuant to Statement of Work (SOW) Subparagraph 3.4.1.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to require Bidders to acknowledge receipt of information described in SOW Subparagraph 3.4.1.

**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>STATEMENT OF WORK</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 3.4</b> Pre-Qualification/ Registration of Bidders	The Contractor shall structure its Website to provide for detecting and barring banned bidders pursuant to SOW Subparagraph 3.4.2.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to detect and bar a banned Bidder.
	Contractor's Website shall have the functionality delineated in SOW Subparagraph 3.4.3.	None	Complaints, Inspection, and/or Observation	\$100 per occurrence of failure to structure Website to meet one or more of the requirements of SOW Subparagraph 3.4.3.
<b>Subparagraph 3.9</b> Refunds	The Contractor shall refund unused bidder's deposit within 10 business days of the close of auction.	None	Receipt and review of auction reports	\$50 per bidder per day refund is not issued within the specified time.

**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>STATEMENT OF WORK</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 3.10</b> Payments	The Contractor shall transfer to the TTC corresponding proceeds within 10 business days or an approved timeframe of close of auction.	None	Receipt and review of auction proceeds	\$50 per parcel, per day transfer is not made; Possible termination for default.
<b>Subparagraph 3.12</b> Sale Information Data Files	The Contractor shall capture and report Tax Deed data in a format acceptable to the TTC.	None	Inspection and review of Tax Deed data reports	\$50 per parcel.
<b>Subparagraph 4.0</b> Security/Data Exchange	The Contractor shall provide a secure online environment for data exchange.	None	Receipt and review of reports	\$1,000 per occurrence.

**STATEMENT OF WORK AND CONTRACT  
TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>STATEMENT OF WORK</b>				
<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MAXIMUM ALLOWED DEVIATION</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Subparagraph 6.0</b> Reports	The Contractor shall make available Online Auction daily activity and comprehensive reports, and Post-Online Auction Status Reports within five days after the final settlement date.	None	Receipt and review of reports	\$1,000 each day late.
<b>Subparagraph 8.1</b> Quality Control Plan	The Contractor shall establish and maintain a written Quality Control Plan.	None	Receipt and review of Plan	<ul style="list-style-type: none"> <li>• \$100 per day late.</li> <li>• \$500 if Plan is incomplete.</li> </ul>
<b>Subparagraph 8.2.1</b> Meetings	A Contractor's representative will attend scheduled meetings.	None	Attendance	\$100 per occurrence of failure to attend scheduled meetings.

**CONTRACTOR'S EEO CERTIFICATION**

Bid4Assets, Inc.

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Contractor Name

8757 Georgia Ave., Suite 520, Silver Spring, MD 20910

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Address

52-2154558

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Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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 and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

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

Jesse Loomis, Chief Executive Officer

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Authorized Official's Printed Name and Title*Jesse Loomis*

---

Authorized Official's Signature

8/14/19

---

Date

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**Exhibits to Contract**

Online Auctions of Tax Defaulted Property Services

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY'S CONTRACT ADMINISTRATOR:

Name: Deondria Barajas  
Title: Operations Chief  
Address: 225 North Hill Street, Room 130  
Los Angeles, CA 90012  
Telephone: (213) 974-0070  
Facsimile: (213) 680-3648  
Email Address: dbarajas@ttc.lacounty.gov

### COUNTY'S CONTRACT MANAGER:

Name: Sergio Marquez  
Title: Assistant Operations Chief  
Address: 225 North Hill Street, Room 130  
Los Angeles, CA 90012  
Telephone: (213) 974-1680  
Facsimile: (213) 680-3648  
Email Address: smarquez@ttc.lacounty.gov

### COUNTY'S ALTERNATE CONTRACT MANAGER:

Name: Sergio Marquez  
Title: Assistant Operations Chief  
Address: 225 North Hill Street, Room 130  
Los Angeles, CA 90012  
Telephone: (213) 974-1680  
Facsimile: (213) 680-3648  
Email Address: smarquez@ttc.lacounty.gov

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Bid4Assets, Inc.

CONTRACT NO: \_\_\_\_\_

### CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Reynell Saxon

Title: Sr. Account Manager

Address: 8757 Georgia Ave, Suite 520, Silver Spring, MD 20910

Telephone: (301) 562-3435

Facsimile: (301) 650-7475

E-Mail Address: rsaxon@bid4assets.com

### CONTRACTOR'S CONTRACT MANAGER:

Name: Jesse Loomis

Title: CEO

Address: 8757 Georgia Ave, Suite 520  
Silver Spring, MD 20910

Telephone: 301-562-3421

Facsimile: 301-650-9194

Email Address: jloomis@bid4assets.com

### CONTRACTOR'S ALTERNATE CONTRACT MANAGER:

Jodi Jacobs

Controller

8757 Georgia Ave, Suite 520  
Silver Spring, MD 20910

301-562-3418

301-650-9194

jjacobs@bid4assets.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jesse Loomis

Title: CEO

Address: 8757 Georgia Ave, Suite 520  
Silver Spring, MD 20910

Telephone: 301-562-3421

Facsimile: 301-650-9194

Email Address: jloomis@bid4assets.com



## CONTRACTOR'S ADMINISTRATION

Name: Jesse Loomis  
Title: CEO  
Address: 8757 Georgia Ave, Suite 520, Silver Spring, MD 20910  
  
Telephone: 301-562-3421  
Facsimile: 301-650-9194  
Email Address: jloomis@bid4assets.com

### Notices to Contractor shall be sent to the following:

Name: Jesse Loomis  
Title: CEO  
Address: 8757 Georgia Ave, Suite 520, Silver Spring, MD 20910  
  
Telephone: 301-562-3421  
Facsimile: 301-650-9194  
Email Address: jloomis@bid4assets.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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 County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality 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 County. 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 County 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 County work, the County 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 County.

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 County'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 County, 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 County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County 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.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County 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 County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality 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 County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, 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 County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. 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 County, 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 County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of 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.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County 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 County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality 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 County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, 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 County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. 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 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 County, 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 County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, 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.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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**Exhibits to Contract**

Online Auctions of Tax Defaulted Property Services

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**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

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

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)

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**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.



**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

- 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)

## 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](http://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.

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

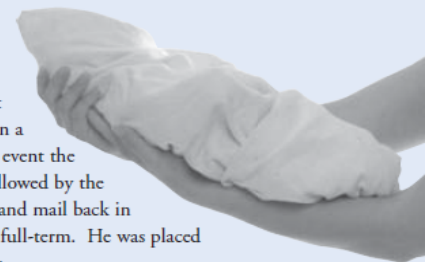
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

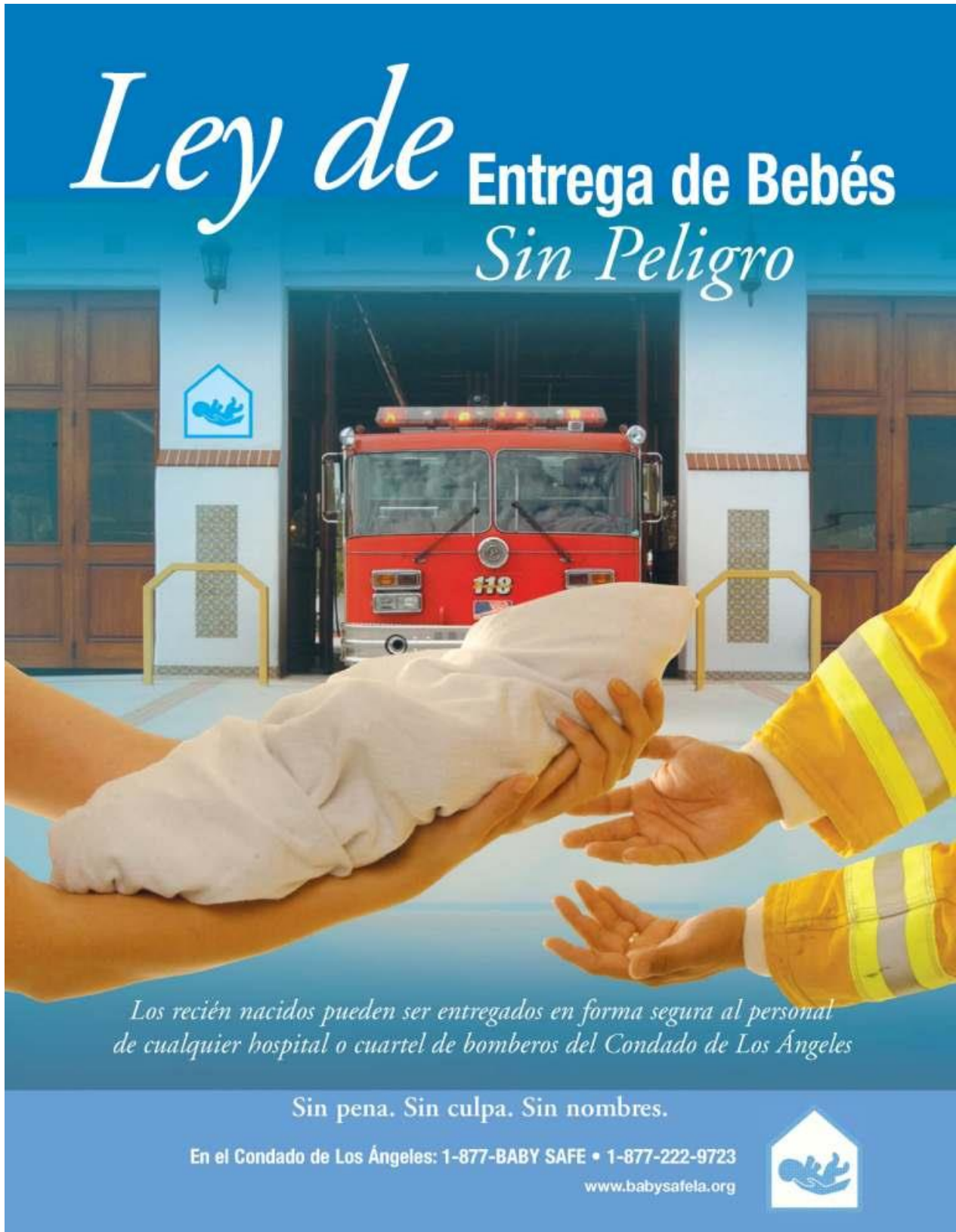
Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The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



## Exhibits to Contract

Online Auctions of Tax Defaulted Property 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](http://www.babysafela.org)



**Exhibits to Contract**

Online Auctions of Tax Defaulted Property Services

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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



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**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.

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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.)



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**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.

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- 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.)