



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

May 06, 2025

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

Dear Supervisors:

**SERVICE CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF CONTRACT WITH LCPTRACKER, INC.
LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY WORKFORCE
AGREEMENT MONITORING SYSTEM AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

SUBJECT

Public Works is seeking Board approval to award a service contract to provide software-as-a-service, Local and Targeted Worker Hiring Program, and Community Workforce Agreement monitoring system and related services, and to extend the existing contract so functionality remains available to the County while the replacement module is being implemented on behalf of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with LCPtracker, Inc. The firm will provide a specialized Local and Targeted Worker Hiring Program and Community Workforce Agreement monitoring system and related services for a not-to-exceed contract amount of \$1,290,913.20 for the entire 5-year term plus five 1-year extension options if

exercised, for a total possible contract term of 10 years. This not-to-exceed contract amount includes \$116,741 annual subscription fees for up to 10 years, \$6,500 for training, and \$117,000 in pool dollars for additional related services or optional work. The contract will be subject to the additional extension provisions specified below.

3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.

4. Delegate authority to the Director of Public Works or his designee to use the designated pool dollars of \$117,000, as needed, for additional related services or optional work.

5. Delegate authority to the Director of Public Works or his designee to administer the agreement and, at the discretion of the Director of Public Works or his designee, to exercise the options extending the agreement for the five 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed program amount, and to suspend/terminate the agreement for convenience, if necessary and appropriate to do so at the discretion of the Director of Public Works or his designee.

6. Delegate authority to the Director of Public Works or his designee to extend the current Agreement PW15386 with LCPtracker, Inc., for the continued provision of Module 2, Business Utilization Tracking software, for up to 2 years for \$20,790, so the County may continue to use this functionality until the new Module 2 software is successfully implemented through the new agreement with LCPtracker, Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions will find that the award of a service contract to LCPtracker, Inc., is exempt from the California Environmental Quality Act (CEQA), and award and delegate authority to Public Works to execute a service contract with LCPtracker to provide Local and Targeted Worker Hiring Program (LTWHP) and Community Workforce Agreement (CWA) compliance monitoring for construction contracts, and of tracking the business utilization for active County contracts.

To support hiring of local and targeted workers, the Board approved the updated LTWHP on June 11, 2019, which applies to all Board-awarded County construction and development projects. Project budget determines best effort or mandatory level compliance to the LTWHP. Both levels have a local worker hiring goal of at least 30 percent of California construction labor hours. In addition, the mandatory level has a targeted worker hiring goal of at least 10 percent of California construction labor hours.

On June 7, 2023, the Board approved a Countywide CWA for various projects to further support and ensure the hiring of local and targeted workers and encouraging participation in the proposed projects by local small businesses, disabled veteran-owned businesses, and social enterprises. The CWA requires robust labor compliance monitoring of the covered projects, including apprentice hours.

The proposed contract with LCPtracker will provide two modules for the LTWHP and CWA compliance monitoring for construction contracts (Module 1) and tracking the business utilization for active County contracts (Module 2). This work includes, but is not limited to, implementing, conducting training, and maintaining and supporting a web based system in support of these County programs. Furthermore, LCPtracker has the capability of providing compliance monitoring for prime contractors and subcontractors and both modules can generate custom and ad hoc reports.

The award of this contract to LCPtracker will allow Public Works and various County departments, such as the Internal Services Department and the Department of Parks and Recreation, to effectively capture, monitor, and evaluate adherence to LTWHP and business utilization goals of County contracts and construction contracts.

As part of this new contract, LCPtracker is implementing new software for Module 2, and Public Works will need time to implement the new software, train staff, and migrate existing data into the new software for business utilization tracking. Implementation is anticipated to be completed in 12 to 18 months to ensure no interruption of services and the continued generation of necessary reports related to Module 2. Public Works will need to extend the current LCPtracker contract for up to an additional 2-year period.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal B, Diverse and Inclusive Workforce, Strategy ii, Fairness and Equity, by improving the economic and social well-being of our communities while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

The total cost of the system will be for a total contract amount of \$1,290,913.20 over a 5-year period with five optional 1-year extensions. The total contract amount includes an additional 10 percent using pool dollars for related additional or optional services. It is expected that the initial 5-year term of the agreement will start during Fiscal Year 2024-25. The amendment to extend the current agreement for up to two additional years will be in the amount of \$20,790.

Total annual expenditures will not exceed the program amount approved by the Board. Sufficient funding is available in the Internal Service Fund (B04) – Capital Project Management Program (Services and Supplies and Other Charges) Fiscal Year 2024-25 Budget. Funds to finance the contract's remaining years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed contract contains terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements.

The term of the contract shall commence on the date of the full execution of the contract and shall extend for a period of 5 years from such commencement date, plus five 1-year extension options, for a maximum contract term of 10 years. The expiration of the contract is subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is enclosed (Enclosure A). County Counsel has reviewed and approved the proposed contract as to form, which is substantially similar to the enclosed draft agreement (Enclosure B).

Enclosure C reflects the consultant's minority participation and the Community Business Enterprises participation data.

The current agreement with LCPtracker, Agreement PW15386, expires on May 27, 2025. On November 26, 2024, the Board was notified of Public Works' intent to extend a sole source amendment with LCPtracker to extend the current agreement to allow for the continued use of the system until successful implementation of a replacement system.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award a contract for a LTWHP and CWA monitoring system and related services, is an administrative activity of government that will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On August 8, 2024, Public Works released a Request for Proposals (RFP) for LTWHP and CWA monitoring system and related services. The RFP was advertised on the County's "Doing Business with Los Angeles County" website (Enclosure D), Public Works' "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, San Gabriel Valley Tribune, Pasadena Star News, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal, and World Journal. Also, Public Works informed 1,555 Local Small Business Enterprises, 167 Social Enterprises, 161 Disabled Veteran Business Enterprises, 1,034 Community Business Enterprises, and 1,385 Community-Based Organizations. Thirteen firms registered on Public Works' website for this RFP.

During the solicitation, a security incident occurred with the existing system. As a result of the security incident, Public Works reviewed and revised security requirements in the new RFP to include additional provisions to ensure data integrity and security within the system, which holds personally identifiable information of contracted employees working on County construction projects. These updated requirements were included in the evaluation process.

On October 23, 2024, a total of two proposals were received. One firm was disqualified because it chose not to use the required Pricing Schedule form included in the RFP, which would have allowed Public Works to properly score its price, which was a required evaluation component.

An evaluation committee consisting of staff from the Internal Services Department, Public Works Information Technology Division, and Public Works Project Management Division III evaluated the proposals based on the criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of the proposals, LCPtracker was selected without regard to race, creed, color, or gender.

The firm selected represents the highest rated firm to provide the required services. Public Works has determined that the firm's proposed rates for performing the services are reasonable. Three-year contracting history for the selected firm is on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services or projects during the performance of the recommended contract. The proposed contract will allow the County to appropriately monitor construction contracts to ensure compliance with the County's LTWHP and CWA requirements, and business utilization goals in County contracts and construction contracts to Public Works and various County departments.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division, and to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,



MARK PESTRELLA, PE
Director



PETER LOO
Chief Information Officer

MP:SK:ao

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Truc Moore)
Executive Office, Board of Supervisors



**Chief
Information
Office**

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

5/6/2025

SUBJECT: SUBJECT:

**SERVICE CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF CONTRACT WITH LCPTRACKER, INC. LOCAL AND TARGETED WORKER HIRING
PROGRAM AND COMMUNITY WORKFORCE AGREEMENT MONITORING SYSTEM AND
RELATED SERVICES**

CONTRACT TYPE:

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

SUMMARY:

The Department of Public Works (DPW) is requesting delegated authority to execute a competitively solicited contract with LCPtracker, Inc. for a term of five years plus five 1-year extensions for implementing, conducting training, hosting and support of a cloud-hosted, Software-as-a-Service (SaaS) system to monitor the compliance of the Local and Targeted Hiring Program (LTWHP), and Community Workforce Agreement (CWA), and to extend the existing contract, (PW15386) so functionality remains available to the County while the replacement module is being implemented. DPW is further requesting authorization to extend the contract expiration date as necessary, utilize pool dollars, and if necessary, terminate for convenience.

In April 2020, the Board approved a software services contract to LCPtracker, Inc. to provide a Software-as-a-Service (SaaS) system to track and monitor the utilization under the LTWHP, approved by the Board of Supervisors (Board) on June 11, 2019, and the business utilization goals for Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) within Los Angeles County. The system is currently used by Public Works, Parks and Recreation and Internal Services Departments. On August 8, 2024, DPW released an RFP for LTWHP and CWA monitoring system and related services. During the solicitation, a data breach occurred with the existing system, leading DPW to revise the security requirements for a new RFP (only collect/show the last four digits of SSN and bank account numbers and added a data retention for PII records). On October 23, 2024, two proposals were received, however, one firm was disqualified. The new contract will review and update functional requirements of Module 1 of the existing system and develop a new Module 2. The amendment to the existing contract for up to 2 years for \$20,790 is for continued functionality of the current Module 2 until the new one can be developed, tested, and implemented.

The Contract scope of services includes requirements for project planning and management, system requirements, design and development, system configuration, data migration from existing Module 2 to the new Module 2, system testing, system training, and system maintenance and support services.

CONTRACT FOR LOCAL AND TARGETED WORKER HIRING PROGRAM

Contract Amount: \$1,290,913.20

FINANCIAL ANALYSIS:

LCPtracker, Inc. Contract costs:

One-Time Costs:

Implementation Services \$ 0

Subtotal One-Time Costs:..... \$ 0

Ongoing Annual Costs:

Year 1-10 Subscription Fees for Module 1 & 2 \$ 116,741.32¹

Subtotal Ongoing Costs: \$ 1,167,413.20

Optional Costs:

Additional Training Session Fees..... \$ 6,500²

Subtotal Optional Costs:..... \$ 6,500

Total – Contract Sum..... \$ 1,173,913.20

Contract Pool Dollars \$ 117,000.00³

Total – Maximum Contract Sum..... \$ 1,290,913.20

PW15386 Amendment Costs:

Year 1 Extension for Module 2.....\$ 10,395.00

Year 2 Extension for Module 2.....\$ 10,395.00⁴

Total Amendment.....\$ 20,790.00

Notes:

¹ Annual subscription fees include 2-4 billion dollars in active construction contracts in Module 1 for Labor Compliance and up to 500 monitored contracts in Module 2 for Business Utilization. Annual fee also includes all required work in the RFP and Contract, including but not limited to unlimited administrative users, unlimited user access, phone and email technical support for admin users and users, web-based training for all users, supplemental online video training, and vendor hosting.

²Upon System Final Acceptance the County may request future in person classroom training for users of the system, including 5 Train-the-trainer sessions (25 students, 4-hour class) for \$750 each, for a total of \$3,750 and 5 Comprehensive training for users (25 students, 3-hour class) for \$550 each for a total of \$2,750.

³Pool dollars will be used to pay for Professional Services and/or Optional work @ \$275/hour.

⁴If exercised by the County.

CONTRACT FOR LOCAL AND TARGETED WORKER HIRING PROGRAM

Risks:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, and to manage contractor performance. The project executive sponsor is DPW's Chief Information Officer, John Calas and the Project Manager will be Marika Medrano.
2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies. These include termination or suspension for convenience, default, improper consideration, insolvency, and non-appropriation of funds; Performance Requirements for system availability and response time and include remedies for non-compliance (percentage of subscription fees), as well as the retention of contract funds if system effectiveness is not achieved in accordance with the system requirements.
3. **Information Security Review** – The information technology security risk was analyzed by DPW's Information Security Officer and the Interim County Information Security Officer. Although security appears to be satisfactory, this is considered a medium security risk due to the large amount of PII records within the system, which is expected to increase over time. An appropriate data retention timeframe was included to minimize data from expanding excessively. It is recommended that a security assessment be performed periodically to ensure security controls suffice. Also, the proposed contract includes Technology Professional Liability Errors & Omissions Insurance starting at \$10 million and Cyber liability insurance with limits of at least \$10 million per occurrence, further reducing risk.
4. **Contract Risks** – County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:



STEPHANIE TODD, DEPUTY CHIEF INFORMATION OFFICER

4/16/2025

DATE

APPROVED:



PETER LOO, CHIEF INFORMATION OFFICER

4/16/2025

DATE

**LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY
WORKFORCE AGREEMENT MONITORING SYSTEM AND RELATED SERVICES**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2025
("Effective Date"),

BY AND BETWEEN

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

AND

LCPTRACKER, INC., a California Corporation,
hereinafter referred to as Contractor.

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Contractor's Services

The scope of work shall be as outlined in the Scope of Services, Exhibit A. Contractor's proposal, Request for Proposals – BRC0000491 (RFP), and all addenda/notices to the RFP, are incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Contractor's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement (also referred to herein as Agreement) and the attachments to the Agreement.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Contractor under this Agreement until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called "Director"), County agrees to pay the Contractor up to the contract amount not to exceed One Million Two Hundred Ninety Thousand Nine Hundred Thirteen Dollars and Twenty Cents (\$1,290,913.20) in the manner set forth immediately below and according to the Pricing Schedule attached to this Agreement as Exhibit B (Pricing Schedule). County does not warrant or represent that it will authorize the Contractor to perform any work or services of any specific monetary amount under this Agreement.

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

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, Exhibit A. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial contract/program amount may be supplemented by up to 25 percent based on workload requirements. The amendment/change order shall be executed in accordance with Paragraph 8, Amendment. Work will be based on Pricing Schedule attached to this Agreement as **Exhibit B**.
- c. Contractor shall not proceed with additional services not set forth in the scope of work or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Paragraph 8. Contractor will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

- e. A Cost of Living Adjustment will not be granted for this Agreement.
- f. Contractor will notify County when Agreement amount has been incurred up to 75% of the Agreement total.

4. Equipment and Supplies

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

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

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

7. Term

- a. The term of this Agreement shall begin on the Effective Date and shall continue for five (5) years. At the sole discretion of the County, this Agreement may be extended for five (5) additional option years not to exceed a total contract period of ten (10) years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Contractor shall notify Public Works when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Public Works at the address herein provided in Notices Paragraph.
- c. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Amendment

- a. For any change which affects the scope of work, Term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Contractor and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment or a change order to the Agreement shall be prepared and executed by the Contractor and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Contractor will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.
- d. For any change, which does not materially affect the Scope of Work or any other term or condition included under this Agreement, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County. For Board approved supplemental amount to the Agreement, a change order shall be prepared and executed by the Director or his designee to effectuate the increase in Agreement amount.

9. Assignment and Delegation/Mergers or Acquisitions

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

- c. 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10. Authorization Warranty

The Contractor represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

11. Budget Reductions

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

12. Compliance with Applicable Law

- a. In the performance of this Agreement, 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 Agreement are hereby incorporated herein by reference.
- b. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

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

13. Compliance with Civil Rights Laws

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

14. Compliance with Jury Service Program

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

- a. Unless Contractor, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Paragraph, Contractor means a person, partnership, corporation or other entity which has a Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines

the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- c. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. Confidentiality

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

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have

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

16. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. 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.

Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph may be a material breach of this Agreement subjecting Contractor to either Agreement termination for default or debarment proceedings or both.

17. 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 Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

18. Consideration of Hiring GAIN/GROW Program Participants

Should the Contractor require additional or replacement personnel after the effective

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

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

19. Background and Security Investigations

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

20. CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history.

Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

21. Compliance with County's Zero Tolerance Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. 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 Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

22. Compliance with Fair Chance Employment Practices:

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

23. Compliance with the County Policy of Equity:

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

24. Contractor Responsibility and Debarment

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

responsible Contractors.

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, 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.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Agreement 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 Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five 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.

- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five 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.

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

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

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

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

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

26. Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

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

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

27. County's Quality Assurance Plan

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

28. County Rights

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

29. Damage to County Facilities, Buildings Grounds

- a. When applicable, the Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

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

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

31. Disallowed Cost

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

32. Employment Eligibility Verification

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

33. Facsimile/Electronic Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax,

email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

34. Fair Labor Standards

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

35. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- c. 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.

36. Governing Law, Jurisdiction, and Venue

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be

exclusively in the County of Los Angeles.

37. Termination for Improper Consideration

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

The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

38. Independent Contractor Status

This Agreement is by and between County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County.

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

39. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Exhibit C of this Agreement. The insurance requirements set forth in Exhibit C are the County's basic requirements. The County reserves the right to add additional insurance types and/or adjust the limits on a project-by-project basis.

40. Integrated Pest Management Program Compliance

Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Integrated Pest Management Program Compliance Certification in Required Forms, that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in Integrated Pest Management Program Compliance and at: www.lacountyipm.org.

Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.). This provision shall apply when applicable to the scope of work being performed.

41. Liquidated Damages

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

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

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

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

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

43. Mental Health Services for Critical Incidents

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

44. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement 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 Agreement, then such lower prices shall be immediately extended to the County.

45. Nondiscrimination and Affirmative Action

- a. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification.
- c. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- f. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement 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 Agreement.

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

46. Non Exclusivity

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

47. Notice of Delays

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

48. Notice of Disputes

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

49. Notice to Employees Regarding the Federal Earned Income Credit

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

50. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed indicated below and emailed as follows:

COUNTY

CONSULTANT

Department of Public Works
Business Relations and Contracts Division
Contracts Section II, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2584
rrubio@dpw.lacounty.gov

LCPtracker, Inc.
117 E. Chapman Avenue
Orange, CA 92866
Ms. Kris Vincil
(810) 279-2946
kvincil@lcptracker.com

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

51. Ownership of County Materials

- a. Except for Contractor's proprietary System, Contractor and County agree that if Contractor is required to develop any materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement, then any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Agreement. Contractor and County agree that this Agreement, as of the Effective Date, does not require Contractor to develop any County Materials.

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

- b. Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. County shall have the right to register all

applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

- c. Contractor represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Contractor and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor will pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

- d. Contractor shall affix the following notice to all County Materials: "© Copyright 2024 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Contractor will place the County name and County logo on County Materials developed under this Agreement. Contractor may not, however, use the County name and County logo on any other materials prepared or developed by Contractor that falls outside the scope of this Agreement.

52. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement 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.

53. Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s).

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

54. Public Records Act

- a. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, 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 7920 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.
- b. 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 an action or liability arising under the Public Records Act.

55. Publicity

- a. The Contractor shall not disclose any details in connection with this Agreement 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 Agreement within the following conditions:
 - i. The Contractor shall develop all publicity material in a professional manner; and
 - ii. During the term of this Agreement, 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 Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

56. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement 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 Agreement. 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 Agreement. 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 Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- c. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

57. Recycled Bond Paper

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

58. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Subconsultants listed in the Contractor's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- b. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- c. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Contractor employees.
 - d. The County does not have contractual privity with the subcontractor. The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract. Contractor shall remain fully responsible for services rendered by any subcontractor pursuant to a subcontract between the Contractor and subcontractor.
 - e. The Contractor shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
 - f. The Contractor shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Contractor shall ensure delivery by email of all such documents to:

Department of Public Works
 Business Relations and Contracts Division
 Contracts Section II
 Contract Analyst: Rori Rubio
 Email Address: rrubio@dpw.lacounty.gov
 (626) 458-2584

before any Subconsultant employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in rounds upon which the County may terminate or suspend this Agreement pursuant to Termination/Suspension for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of

Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate or suspend this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

61. Termination/Suspension for Convenience

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

62. Termination/Suspension for Default

- a. The County may, by written notice to the Contractor, terminate or suspend the whole or any part of this Agreement, if, in the judgment of the Director or Public Works or his/her designee:
 - Contractor has materially breached this Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates or suspends this Agreement in whole or in

part as provided in this Paragraph, 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 or suspended. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated or suspended under the provisions of this sub-paragraph.

- c. Except with respect to defaults of any Subconsultant, the Contractor shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Contractor and Subconsultant, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the County has given notice of termination or suspension under the provisions of this Paragraph, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to Termination/Suspension for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

63. Termination/Suspension for Improper Consideration

County may, by written notice to Contractor, immediately terminate or suspend the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's

performance pursuant to the agreement. In the event of such termination or suspension, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

64. Termination/Suspension for Insolvency

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

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

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

66. Termination/Suspension for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal

year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate or suspend as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

67. Time Off for Voting

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

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

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

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

69. Validity

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

70. Waiver

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

71. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

72. Local Small Business Enterprise (SBE) Preference Program

- a. This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- b. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- c. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- d. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and

Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

73. Disabled Veteran Business Enterprise Preference Program

- a. This Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- d. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

74. Social Enterprise (SE) Preference Program

- a. This Agreement is subject to the provisions of the County's ordinance entitles Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Social Enterprise (SE) vendor.
- c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Social Enterprise (SE) vendor.
- d. If Contractor has obtained County certification as a Social Enterprise (SE) vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

75. Advertising and Other External Communications About the Project

Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the Agreement, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Contractor's, application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Contractor's role on the project.

The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Contractor to make revisions to the information prior to disclosure.

76. Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a “Women in Technology” (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

77. Additional Information Technology (IT) Provisions

Exhibit D, Additional IT Provisions, and Exhibit E, Information Security and Privacy Requirements, are incorporated into this Agreement.

78. Campaign Contribution Prohibition Following Final Decision in Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

79. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Agreement as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this Agreement. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension”. The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Project Manager will, before assigning work or Notice to Proceed to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor’s (DOL) Office of Federal Contract Compliance

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Project Manager will notify the Contractor of their negative standing in the SAM. The Project Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Project Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

79. Entire Agreement

/ /

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

COUNTY OF LOS ANGELES

LCPTRACKER, INC.

By _____

Deputy Director
Department of Public Works

By _____

President

Type/Print Name

By _____

Secretary

Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Principal Deputy County Counsel

Type/Print Name

**LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY
WORKFORCE AGREEMENT MONITORING SYSTEM AND RELATED SERVICES**

**EXHIBIT A
SCOPE OF SERVICES**

DRAFT

LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY WORKFORCE AGREEMENT MONITORING SYSTEM AND RELATED SERVICES

SCOPE OF SERVICES

- 1.0 Introduction
- 2.0 General Requirements
- 3.0 Scope of Services
- 4.0 Deliverables Summary
- 5.0 Contract Discrepancy Report
- 6.0 Support Services
- 7.0 Maintenance Services
- 8.0 Optional Work

EXHIBITS TO SCOPE OF SERVICES

- A.1 System Requirements
- A.2 Contractor Discrepancy Report
- A.3 Acceptance Certificate
- A.4 Sample Reports

1.0 INTRODUCTION

1.1 Background

The County of Los Angeles Public Works (Public Works) is inviting proposals from qualified firms to provide Local and Targeted Worker Hiring Policy Program and Community Workforce Agreement Monitoring System and Related Services on behalf of the County of Los Angeles (County).

The Los Angeles County Board of Supervisors (Board) has determined that the County is in a unique position to strengthen its local economy by promoting and increasing the utilization of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), Social Enterprises (SE), and Community Business Enterprises (CBE) within Los Angeles County for contracting and purchasing. As such, the Board directed that the County Code be amended to add an ordinance that codified the County's Local Small Business and Disabled Veteran Business utilization goal of 25% and 3%, respectively.

To support the creation of new local and disadvantaged worker employment opportunities, the Board also approved the County-wide Local and Targeted Worker Hiring Policy, which applies to County-sponsored design/build contracts and construction contracts. Depending on the project budget, there shall be a *best efforts* or *mandatory* hiring goal of at least 30% California construction labor hours performed by qualified local residents and a 10% hiring goal of California construction labor hours performed by those classified as a Targeted Worker.

Additionally, the Board executed the County's first Countywide-Community Workforce Agreement (CWA) to be applied to County construction projects with an estimated construction value of \$5M or above. A Community Workforce Agreement, commonly referred to as a Project Labor Agreement, is a pre-hire collective bargaining agreement between the County of Los Angeles and The Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions. Covered projects promote the public interest in assuring timely and economical completion of such projects while simultaneously maximizing and strengthening the economic development opportunities for Los Angeles County residents and businesses.

To comply with Public Contract Code (PCC) 2600 through 2602, the County requires the implementation and monitoring of skilled and trained workforce labor for certain Design-Build, Best Value, and Construction Manager-at-Risk contracts. Contractors are required to submit an enforceable commitment to use a skilled and trained workforce to perform all work on the project or contract for all apprenticeable occupations in the building and construction trades.

Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and subtasks and provide all deliverables as defined herein. Any capitalized term not otherwise defined herein will have the meaning given to it in the Contract.

1.2 Project Scope

The County desires to monitor the effectiveness of both programs and is inviting proposals from qualified firms to provide a vendor-hosted system/Software as a Service (SaaS) and related services described in this Exhibit A, Scope of Services, for various Los Angeles County departments. The general Scope of Work includes, but is not limited to: providing, implementing, and conducting training on a web based Local Targeted Worker Hire Monitoring and Business Utilization Tracking System (System) which will meet all functional and SaaS requirements listed in Exhibit A.1 (System Requirements) with the following two (2) modules:

Module 1.0 Local and Targeted Worker Hiring and Community Workforce Agreement Compliance Monitoring for construction contracts

- 1.1 The ability to track construction contractors' certified payroll records and confirmation of compliance with labor standard requirements in regards to employee pay, apprenticeship, and skilled and trained workforce;
- 1.2 The capability to report select employee information of a project, including, but not limited to, hours worked, employee title, demographic data, Local/Targeted Worker qualification as further described in Exhibit A.1 (System Requirements);
- 1.3 The capability to track the success of the Local and Targeted Worker Hiring Program and compliance to the Community Workforce Agreement by reporting aggregate information across various projects;
- 1.4 The capability to track and report across all trades or classifications within and across multiple projects.
- 1.5 Proposer shall not subcontract Module 1.0.
- 1.6 The capability to update the current prevailing wages based on the most recently published wage determination issued by the Department of Industrial Relations in the System for contractors to submit payrolls in a timely manner, when requested by County.
- 1.7 The System shall not contain full social security numbers. The System shall advise users to not upload documents that may contain full social security numbers and provide notifications or warnings prior to a user uploading supporting documentation.

When requested by County, full functionality of Contractor labor compliance software as a service suite/module will be available to the County at no additional cost.

Module 2.0 Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), Community Business Enterprise (CBE) and Social Enterprise (SE) Utilization Tracking (Diversity Management/Business Utilization Module) for active County contracts.

- 2.1 The capability to submit payment information including invoices and other related information to monitor and track the utilization of certified LSBEs, DVBEs, CBEs and SEs throughout the project;
- 2.2 The capability to capture data, including, but not limited to, dollars paid to subcontractors, certifications, and other information as stated in Exhibit A, System Functional and SaaS Requirements, over the duration of the project;
- 2.3 The capability to track the success of the LSBE, DVBE, CBE, and SE programs by reporting aggregate information across all projects.

Contractor shall provide and deliver all software in a vendor-hosted environment for Module 1.0 and Module 2.0 as described above, other goods, maintenance and support services, and related project management to accomplish all of the Tasks set forth in this Exhibit A - Scope of Services and Exhibit A.1 (System Requirements), including delivery and implementation of the System to the County Project Managers' satisfaction.

2.0 GENERAL REQUIREMENTS

This Section describes the desired qualifications of the Contractor and methods for managing and delivering the tasks, Deliverables, goods, Services and other work described in this Scope of Services.

2.1 County Resources

County will provide the following:

County's Project Director will approve and accept all System Deliverables and other work.

County's Project Manager will act at the primary point of contact on behalf of the County for the day to day operations of the project. The County's Project Manager will track all Contractor Tasks, Subtasks, and Deliverables. The County Project Manager will provide

support for the project to include monitoring project progress against the County-approved Contractor Project Schedule timelines and milestones, project costs, and project risk assessment.

The County's project team members, as mentioned earlier, would be responsible for specific project activities, as determined by County's Project Manager, including working with Contractor staff, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of Deliverables and other work.

2.2 Contractor Resources: Key Staff

Contractor shall provide the following Contractor key staff, which shall be part of Contractor project management team. All proposed staff must perform and render all Services within the continental United States.

Contractor's Project Director will be responsible for the overall management and coordination to ensure that the project's team completes all Deliverables and other requirements successfully and meets deadlines.

Contractor's Project Manager shall act as a central point of contact with County staff. The Project Manager shall have at least 3 years of related experience. The Project Manager shall have full authority to act on behalf of Contractor on all matters relating to the daily operation of the Agreement. Project Manager shall be able to effectively communicate, in English, both orally and in writing. County must have access to the Project Manager from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday, each week of the year.

2.3 Deliverable Acceptance Criteria (General)

Contractor shall develop Contractor Project Schedule as part of Deliverable 1.1.1 (Project Control Document (PCD)) that defines the schedule of Deliverables, identifying any dependencies between Deliverables that require County approval of one or more prior Deliverables. Once this schedule is approved and County provides Acceptance, unless otherwise authorized in writing by County's Project Director, Deliverables must be approved by County's Project Director according to this schedule prior to Contractor beginning work on any subsequent Deliverables.

If Contractor begins work on the next scheduled Deliverable without receiving County's Project Director approval, Contractor does so at Contractor's sole risk. In general, County requires a minimum of ten (10) business days to review each Deliverable, with a corresponding ten (10) business days resolution period for Contractor to correct any Deficiencies regarding the Deliverable. However, Contractor acknowledges and agrees that some Deliverables may require a more extensive review and resolution and will be notified by County of a time frame for review. County reserves the right to extend the review of any deliverable.

Contractor shall identify such Deliverables and schedule Deliverable review/resolution periods accordingly in its proposed Contractor Project Schedule. County reserves the right to increase the review period prior to its final approval of the proposed Contractor Project Schedule.

Contractor shall submit each Deliverable to County in electronic copy in the Microsoft Office Suite in the County-specified version. County's right to approve all Deliverables and other work, as set forth in Section 4.0 (Acceptance) of Exhibit D (Additional Information Technology (IT) Provisions) of the Contract, shall not be limited in any way by the contents of any prior approved Deliverable by County.

3.0 SCOPE OF SERVICES

3.1 TASK 1: PROJECT ADMINISTRATION

Contractor shall provide full project management, planning, monitoring, supervision, tracking, and control for all project activities during the term of the Contract. Contractor shall employ project management standards and best practices, in the performance of all work.

3.1.1 Subtask 1.1: Project Initiation

Contractor shall perform the following work in this Subtask:

1. Deliver and obtain County approval for the PCD, including the initial Contractor Project Schedule.
2. Prepare Incoming Orientation Plans to allow appropriate knowledge transfer between the County's subject matter experts and Contractor.

Contractor shall deliver and present Deliverable 1.1.1, PCD to County at a meeting within thirty (30) days of the Effective Date of Board approval. Approval by County's Project Director of Deliverable 1.1.1, PCD must occur before any further work under the Contract may continue. At County's Project Director's request, from time-to-time during the term of the, Contractor shall provide an updated PCD.

As part of Deliverable 1.1.1, PCD, Contractor shall include the initial version of Contractor Project Schedule, developed in County-specified version of Microsoft Project (or such other project management software as approved in advance by County's Project Director). In Contractor Project Schedule, Contractor shall identify the time required to complete all tasks and subtasks.

Within thirty (30) days after the Effective Date, Contractor shall prepare Deliverable 1.1.2 (Incoming Orientation Plans) to provide appropriate knowledge transfer from County to Contractor regarding existing system functionality and business processes.

County will review Deliverable 1.1.2 (Incoming Orientation Plans) with Contractor to verify its completeness. Contractor shall revise Deliverable 1.1.2 (Incoming Orientation Plans), as appropriate, following the joint review with County. Contractor shall incorporate all orientation activities into Contractor Project Schedule.

3.1.1.1 Deliverable 1.1.1: Project Control Document (PCD)

Contractor shall provide the PCD which shall include:

1. All work described in this Scope of Services and elsewhere in the Contract;
2. An approach to completing all work, including a work breakdown structure (WBS) with task and subtask descriptions, associated Deliverables, and resource requirements;
3. Contractor Project Schedule shall include:
 - A. All Deliverables, tasks, subtasks, and other work;
 - B. Start date and date of completion for each Deliverable, task, subtask, and other work;
 - C. Proposed County review period for each Deliverable;
4. Comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract.
5. Quality assurance (QA) methodology and practices;
6. Approach to project communications;
7. An approach to configuration management and change management. Changes, in this context, refer to changing the functionality of a component or adding additional functionality (e.g., changes to the project scope). The approach shall ensure that the impacts and rationale for each change are analyzed and coordinated before being approved. The change management process may vary from item to item, as determined by County's Project Director.

3.1.1.2 Deliverable 1.1.2: Incoming Orientation Plans

Contractor shall provide an Incoming Orientation Plan for the System. The Incoming Orientation Plan shall include:

1. Any information, data, and documentation required from existing system consultants and subject matter experts;

2. Activities needed to ensure appropriate knowledge transfer from existing system consultants and subject matter experts to Contractor, regarding existing functionality and business processes; and
3. Contractor roles and responsibilities for all activities.

3.1.2 Subtask 1.2: Ongoing Project Administration

Contractor shall perform ongoing project administration during the term of the Contract, which shall include:

1. Manage all Contractor staff, including subconsultant staff, assigned to the project;
2. Coordinate with other County departments, or external agencies, as appropriate;
3. Manage issues raised by County and documented in status reports on an on-going basis, as agreed upon by County and Contractor;
4. Provide planning and direction by following the County approved PCD, ensuring that proper project management controls exist and are in use;
5. Provide change management, following the methodology documented in the Change Management Plan;
6. Provide routine and realistic assessments of progress as targeted in Contractor Project Schedule;
7. Implement quality assurance measures that allow the delivery of high quality, effective Deliverables to County;
8. Participate in the Deliverable review/resolution process for all Deliverables;
9. Provide updated copies of the PCD, including Contractor Project Schedule, which incorporates only County -approved variances from the current County -approved PCD.
10. Contractor Project Director shall attend status meetings with County's Project Director to review any issues, and the status of Contractor Project Schedule, on a bi-weekly basis or as requested by County.

11. Contractor Project Manager shall provide System status reports on a bi-weekly basis or as requested by County.

3.1.2.1 Deliverable 1.2.1: Ongoing Project Administration

Contractor shall provide ongoing project administration to include:

1. System status reports; and
2. Updates to the PCD, including Contractor Project Schedule.

3.2 TASK 2: REVIEW, ANALYSIS, AND DESIGN

The Contractor shall review all System Requirements and use best practices in the development of a proposed technical approach, which will guide the activities identified in Task 3: System Configuration and Development.

3.2.1 Subtask 2.1: Requirements Review and Analysis

Contractor conduct sessions or workshops with stakeholders and key users to thoroughly review, validate, and refine requirements specified in Exhibit A.1 (System Requirements).

3.2.1.1 Deliverable 2.1.1: System Requirements Document (SRD)

Consultant shall provide an SRD that shall document the complete set of verified requirements for the System as required in this Subtask 2.1.

3.2.2 Subtask 2.2: Design

Consultant shall provide a System design based on Deliverable 2.1.1 (SRD). The design shall be documented in Deliverable 2.2.1 (System Design Document) and include the following considerations:

- Assumptions, limitations, and constraints.
- Hosted Environments. Consultant shall define and document the various hosted environments (e.g., Test, Staging, Production, Reporting, etc.) used throughout the contract term. Documentation shall include a description of each hosted environment and maintenance-related processes (replication, etc.) for non-production environments. The System shall include a minimum of two (2) hosted environments.
 - Test – the environment to facilitate System testing or validation before changes are deployed to the Production environment.
 - Production – the environment where the live, operational version of the System is deployed and accessed by end-users.

- System Architecture. Consultant shall develop the System's architectural design and identify all technologies and components, including third-party products, used in the System.
- Functional Design. Consultant shall develop the functional design which identifies all functions that the system and/or system component(s) must perform to meet all requirements listed in the SRD.
- Customizations. If customizations are required to meet County's requirements, Consultant shall identify all customizations and define a sustainable customization approach. All customizations shall be part of the System and are subject to the terms of this agreement throughout the Contract term.

3.2.2.1 Deliverable 2.2.1: System Design Document

Contractor shall prepare the System Design Document as required in this Subtask 2.2.

3.3 TASK 3: SYSTEM CONFIGURATION AND DEVELOPMENT

Contractor shall perform all work to provision, setup, configure, develop, and test the System based on the approved designs in the System Design Document in Task 2.

3.3.1 Subtask 3.1: System Configuration and Development

Upon County's approval of Deliverable 2.2.1 (System Design Document), Consultant shall provision, set up, configure, and customize (when applicable) the System per Deliverable 2.2.1 (System Design Document).

After the completion of each System module, Consultant shall conduct quality assurance testing to ensure System functionality meets County's requirements and present and release the module to County for review and feedback.

3.3.1.1 Deliverable 3.1.1: Working System

Contractor shall deliver the configured system as required in this Subtask 3.3.1.

3.3.2 Subtask 3.2: Reports

Contractor shall work with County staff to create and provide templates for custom reports and dashboards, similar in content and style, but not limited to, the sample reports provided in Exhibit A.4 (Sample Reports).

3.3.2.1 Deliverable 3.2.1: Reports

Contractor shall deliver the reports as required in this Subtask 3.2.

3.4 TASK 4: SYSTEM TEST

Contractor shall develop a detailed test plan, execute the tests according to the plan, and document the test results validating successful completion.

3.4.1 Task 4.1: Detailed Test Plan

Contractor shall develop a detailed test plan which defines the approach to testing, including methodologies, techniques, and tools to be used.

3.4.1.1 Deliverable 4.1.1 Test Plan

Contractor shall deliver the Test Plan which includes the following information:

- Functional testing, addressing all requirements listed in Deliverable 2.1.1 (SRD).
- Stress testing, measuring system performance under heavy usage to validate meeting performance targets. Contractor shall perform performance analysis and tuning until performance targets are met or as agreed to by the County.
- User acceptance testing (UAT), describing the use cases and UAT processes.
- Test environments with a description and purpose for each environment (test and production, etc.).
- Test tools that will be utilized. Contractor shall provide all testing tools unless stated otherwise by the County.
- Test participants and their roles during the test process.
- Test schedule, detailing the timeline for performing the tests and aligned to the project schedule.
- Reporting and issue resolution, which describes the process to report and resolve issues.
- Exit criteria that must be met before testing can be considered complete.

3.4.2 Task 4.2: System Test

Contractor shall prepare and provide all materials needed to conduct testing such as test scripts, tools, and environments and execute the Test Plan. Contractor shall document and present all test results to the County. The results shall meet all test exit criteria before proceeding to Task 7 Implementation.

3.4.2.1 Deliverable 4.2.1: Test Materials

Contractor shall provide test scripts, test tools, and the test environment

3.4.2.2 Deliverable 4.2.2: Test Completion Report

Contractor shall deliver the results of the test which clearly demonstrates meeting all test criteria.

3.5 TASK 5: DATA MIGRATION

Contractor shall assist in the migration of the existing open and current projects in County's existing system (from November 2016 to current) into the System. The number of projects to be migrated is approximately 2,000 with a total contract amount of \$4.5 billion.

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

3.5.1 Subtask 5.1: Data Migration Plan

Contractor shall develop a detailed migration plan which documents how the Contractor will move data from the source system to the target system while ensuring data integrity, security, and minimal disruptions to operations.

Contractor shall provide the migration plan and details to Public Works Information Technology Division to ensure that any sensitive data being migrated meets all security requirements. Data shall not be migrated without prior approval from the Public Works Information Technology Division.

3.5.1.1 Deliverable 5.1.1 – Data Migration Plan

Contractor shall deliver the Data Migration Plan which includes:

- Data migration strategy and roadmap, outlining the steps for migration.
- All tools that will be used in the process (Extract, Transform, and Load tools, etc.). The Contractor shall provide all data migration tools unless stated otherwise by the County.
- Key stakeholders and their roles during the migration process.
- Data cleansing and pre-migration activities.
- Migration schedule, detailing the timeline for migrating different data sets.
- Data integrity and validation processes.
- Contingency or rollback plan in case the migration encounters critical issues or fails. Define procedures to revert to the original state if necessary.

3.5.2 Subtask 5.2 Data Migration

Contractor shall perform the necessary work to prepare or cleanse the data, migrate the data, document migration activities in the migration log, validate the successful migration of data into the System, and document the results of the data migration.

3.5.2.1 Deliverable 5.2.1 Data Cleaning Report

Contractor shall deliver the Data Cleansing Report, indicating cleansing activities and their results.

3.5.2.2 Deliverable 5.2.2 Migration Log

Contractor shall deliver the Migration Log detailing the migration activities performed and any issues encountered during migration and resolution.

3.5.2.3 Deliverable 5.2.3 Data Migration Completion Report

Contractor shall deliver the Data Migration Completion Report, including data validation test results indicating the successful migration of data to the target system.

3.6 TASK 6: TRAINING

The Contractor shall conduct all necessary training (including in person training) for all Users of the System to enhance the use, knowledge, and understanding of the System.

3.6.1 Subtask 6.1: Training Plan

Contractor shall develop a detailed Training Plan identifying the strategy and approach for training the following audiences: System Administrators and End-Users.

3.6.1.1 Deliverable 6.1.1 – Training Plan

Contractor shall deliver the Training Plan which includes, but not be limited to, the following:

- Training topics or subject areas, objectives, and approach.
- List of all training materials that will be developed and delivered. All training materials shall reflect the configurations and workflows specific to the County.

- Training methods such as classroom or instructor-led training, self-paced computer-based training, and/or online or e-learning/webinars.
- Training schedule.

3.6.2 Subtask 6.2 – Develop Training Materials

Contractor shall develop System training materials in a format as agreed to by County and Contractor. Contractor shall provide County with access to Training Materials to enhance training, including sample demonstration scripts, which will be used by County and Contractor staff to be customized and deliver application demonstrations for end users and other trainee groups. Contractor shall provide County with access to the Training Materials and user guides in a format agreed to by County and Contractor. Contractor grants County permission to make unlimited copies of all Contractor-developed Training Materials and to make derivative works for County's exclusive use in training System end users. Contractor shall deliver Training Materials to the County Project Manager prior to conducting training. All users shall be required to complete a training on data security and Contractor shall train users to not include full social security numbers in the System or as part of any documentation or attachment uploaded into the System. Social security numbers shall be limited to the last four digits only.

3.6.2.1 Deliverable 6.2.1 – Training Materials

Contractor shall provide the Training Materials as described in Subtask 6.2 and shall include:

1. Master copies in electronic format of all training materials and manuals provided by Contractor and third parties (e.g., product vendors); and
2. Electronic copy training materials for each trainee.
3. System help and how-to guides.

3.6.3 Subtask 6.3: System Monitoring and Operations Guide

Contractor shall prepare a Monitoring and Operations Guide, which includes practices specific to the County's configurations and workflows for System Administrators to monitor and operate the System effectively.

Contractor shall provide 10 hours of knowledge transfer to designated County Staff.

3.6.3.1 Deliverable 6.3.1: System Monitoring and Operations Guide

Contractor shall deliver the System Monitoring and Operations Guide as described in this Subtask 6.3.

3.6.3.2 Deliverable 6.3.2: Knowledge Transfer Log

Contractor shall deliver the Knowledge Transfer Log listing the dates and attendees in which the 10 hours of knowledge transfer was provided.

3.6.4 Subtask 6.4: Conduct Training

Contractor shall conduct training in accordance with Deliverable 6.1.1 (Training Plan). Contractor shall provide all trainers, training manuals and materials necessary to train County-specified Users of the System and prepare Deliverable 6.4.1 (Software Training Report) that contains how many Users received training, and any retraining that was required.

3.6.4.1 Deliverable 6.4.1: Software Training Report

Contractor shall provide the Software Training Report which shall summarize all training delivered to Users, document the effectiveness of this training and provide recommendations for further training activities or processes.

3.7 TASK 7: DEPLOYMENT AND GO-LIVE

The Contractor shall develop a detailed Go-Live Plan, perform three (3) Go-Live simulations to validate the Go-Live Plan, and execute the Go-Live Plan.

3.7.1 Subtask 7.1: Go-Live Plan

Contractor shall meet with the County to identify Go-Live requirements and constraints and develop a detailed Go-Live Plan which identifies the steps and activities to deploy the System to all System Users for live, production use.

3.7.1.1 Deliverable 7.1.1: Go-Live Plan

Contractor shall deliver the Go-Live Plan which shall include, but is not limited to the following:

- Go-Live team and responsibilities.
- Go-Live schedule with dates and times for each Go-Live activity.
- Pre-Go-Live Activities, outlining all tasks that need to be completed before Go-Live.
- Go-Live Methodology, including the rationale behind the chosen methodology.

- Communication plan such as notification to System Users, stakeholders, and support teams.
- Backup, rollback procedures, and decision points in case critical issues are encountered during the Go-Live process.
- Post-Go-Live activities immediately following Go-Live such as monitoring system performance and post-Go-Live testing.

3.7.2 Subtask 7.2: Go-Live Simulations

Contractor shall conduct a minimum of three (3) Go-Live simulations. After each Go-Live simulation, the Contractor shall prepare, submit, and review a simulation report with the County, which summarizes the outcome of the Go-Live simulation and includes information such as observations, issues encountered, resolutions applied, and lessons learned. The Contractor shall adjust the Go-Live Plan based on lessons learned from each simulation.

3.7.2.1 Deliverable 7.2.1: Go-Live Simulation Report

Contractor shall deliver the Go-Live Simulation Report as described in this Subtask 7.2.

3.7.3 Subtask 7.3: Go-Live

Contractor shall execute the Go-Live Plan. Immediately following the Go-Live, the Contractor shall submit a Go-Live Completion report and conduct a Post-Go-Live review with the County to assess the success of the Go-Live.

After the County's approve of the Go-Live Report, Contractor shall prepare and submit the Final Acceptance Certification.

3.7.3.1 Deliverable 7.3.1: Go-Live Completion Report

Contractor shall deliver the Go-Live Completion Report which shall include, but not be limited to, the following:

- Activities completed.
- Outcomes.
- Observations during the Go-Live process.
- Follow-up actions or steps to be taken post-Go-Live.

3.7.3.2 Deliverable 7.3.2: Final Acceptance Certification

Contractor shall provide the Final Acceptance Certification, certifying: (i) successful completion of implementation and that Contractor has completed all work necessary for the Software to be available for Production Use by all Users; (ii) Deficiencies identified by Contractor or County have been corrected by Contractor in accordance with this Scope of Services; (iii) corrections of such Deficiencies have been approved by County's Project

Director; (iv) a SaaS requirements validation report confirming that all SaaS requirements described in Exhibit A.1 (System Requirements) has been provided by the Contractor to the County and has been verified in the production environment and accepted by the County's IT Staff; and (v) following County's Project Director's approval of all such corrections, the Software has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements. The Certification shall also document the review with County of Deliverable 7.3.1 (Go-Live Completion Report), including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve this Deliverable 7.3.2. County approval of this Deliverable 7.3.2 shall signify Final Acceptance of the System by County. Contractor shall provide an updated PCD, Software Training Plans, and any other applicable documents.

4.0 **DELIVERABLES SUMMARY**

Task	Deliverable Number	Deliverable Name	Due Date
1 - Project Administration	1.1.1	Project Control Document (PCD)	Effective date + 30 days
1 - Project Administration	1.1.2	Incoming Orientation Plans	Effective date + 30 days
1 - Project Administration	1.2.1	Ongoing Project Administration	In PCD
2 – Review, Analysis, and Design	2.1.1	System Requirements Document (SRD)	In PCD
2 – Review, Analysis, and Design	2.2.1	System Design Document	In PCD
3 – System Configuration and Development	3.1.1	Working System	In PCD
3 – System Configuration and Development	3.2.1	Reports	In PCD
4 – System Test	4.1.1	Test Plan	In PCD
4 – System Test	4.2.1	Test Materials	In PCD
4 – System Test	4.2.2	Test Completion Report	In PCD
5 – Data Migration	5.1.1	Data Migration Plan	In PCD
5 – Data Migration	5.2.1	Data Cleaning Report	In PCD
5 – Data Migration	5.2.2	Migration Log	In PCD
5 – Data Migration	5.2.3	Data Migration Completion Report	In PCD
6 – Training	6.1.1	Training Plan	In PCD
6 – Training	6.2.1	Training Materials	In PCD
6 – Training	6.3.1	System Monitoring and Operations Guid	In PCD
6 – Training	6.3.2	Knowledge Transfer Log	In PCD

6 – Training	6.4.1	Software Training Report	In PCD
7 – Deployment and Go-Live	7.1.1	Go-Live Plan	In PCD
7 – Deployment and Go-Live	7.2.1	Go-Live Simulation Report	In PCD
7 – Deployment and Go-Live	7.3.1	Go-Live Completion Report	In PCD
7 – Deployment and Go-Live	7.3.2	Final Acceptance Certification	In PCD

5.0 **CONTRACT DISCREPANCY REPORT (EXHIBIT A.2)**

Verbal notification of a Contract discrepancy will be made to the County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Director will determine whether a formal Contract Discrepancy Report in the form attached hereto as Exhibit A.2 (Contract Discrepancy Report) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report (CDR) shall be submitted to the County Contract Project Director within five (5) business days.

The Contractor is responsible for the resolution of all discrepancies as listed in the CDR. Contractor shall respond to the CDR with its action plan. Contractor shall consult County to update the CDR as it remedies the discrepancy and/or modify the CDR accordingly. Contractor shall comply with the CDR to complete the discrepancy.

6.0 **SUPPORT SERVICES**

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

Contractor shall provide Support Staff that will be fully responsible for assisting the County with use of the System, including but not limited to, setting up Federal and State wages in the System. Support Staff shall be available to assist County, and its consultants and contractors after hours and on weekends via telephone and/or email within 24 hours after a call or email inquiry. In addition, Contractor shall provide email and phone support service from 8:00 a.m. to 5:00 p.m., Monday through Friday, so that complaints, problems or inquiries can be received in a timely manner.

The Support Staff shall meet the following requirements:

1. Support Staff shall act as a central point of contact with County and shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
2. Support Staff shall have full authority to act for Contractor on all matters relating to the daily operation of the System.
3. Support Staff must be able to effectively communicate in English both orally and in writing.
4. Support Staff shall support the County's program with training as requested by County.
5. Support Staff shall attend and facilitate County's program meetings on an as needed basis.
6. Support Staff shall provide off-site technical phone support service for the web Hosted Software Program to include off hours and weekends, 365 days per year. This support would include debugging and other application program and related support for this system.
7. Contractor shall assign adequate staffing and resources to provide the scope of services under this agreement. Resumes of Contractor's staff shall be reviewed and approved by the County.
8. Contractor shall be required to background check their On-Site Support Staff employee(s) outlined in Section 18, Contractor Employee Criminal Background Investigation, of the Contract.
9. The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.
10. Contractor shall provide the Support Services as outlined in this Section. If applicable, the County shall monitor the daily attendance and activities of the On-Site Support Staff.

7.0 MAINTENANCE SERVICES

Contractor shall provide maintenance and continued management and operation services for the System upon Final Acceptance of the System and throughout the Term of the Contract, as described herein ("Maintenance Services") and in the Contract, at no additional cost. Contractor shall also provide, as part of Maintenance Services, the

hosting services required by the Contract, as outlined in A.1 (System Requirements) and Exhibit D (Additional Information Technology Provisions).

7.1 System Performance Requirements

Contractor represents, warrants, covenants and agrees that: (a) the System shall meet the System Availability requirements as further defined herein; and (b) the System shall meet the Response Time requirements as further specified herein. All System Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the correction of Deficiencies and other County remedies to the extent that such System Performance Deficiencies meet the definition of a Priority Level 2 Deficiency.

System Performance Category	System Performance Requirement
System Availability	Ninety-nine percent (99.5%)
Response Time Baseline	For each page of the System, an average Response Time of three (3) seconds.

The following criteria shall be applied with regards to System Performance Requirements:

7.2 System Availability

System Availability shall be calculated as follows:

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

7.3 Response Time Monitoring

Contractor shall implement and maintain a method to monitor Response Time. In the event County reports any Response Time Deficiency in any month, Contractor shall measure the Response Time for three (3) periods of Response Time measurement during these two (2) periods: Business Hours and Off-Business Hours. Response Time measurement shall be calculated using a simple average method for each of the two (2) periods of Response Time measurement. Contractor shall provide County a written report with respect to the month summarizing the results of Contractor Response Time monitoring.

7.4 Scheduled Downtime

Unless agreed to otherwise in advance by County and the Contractor shall provide all Maintenance Services, including the installation of Revisions, during Scheduled Downtime.

For this Exhibit, Scheduled Downtime shall occur between the hours of 8:00 p.m. Pacific Time on Fridays until 2:00 a.m. Pacific Time on Saturdays. Contractor may change the Scheduled Downtime window by notifying County at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by County's Project Manager. Any Downtime outside of the above window of time without such prior notice and County's Project Manager's approval shall be considered "Unscheduled Downtime" which may entitle County to remedies as specified in Sub-section 7.5 (Remedies). Notwithstanding the foregoing, Contractor may request System Downtime for the provision of an emergency correction to the System. Such Downtime shall be deemed Scheduled Downtime, provided it has been approved by the County's Project Manager.

7.5 REMEDIES

7.5.1 General

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits outlined in Section 7.5.2 below, including Contractor failure to meet the System Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the System has a Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

7.5.2 Service Credits

Without limiting any other rights and remedies available to County, either according to this Contract, by law or in equity, County shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below.

1. Service Credits for Unscheduled Downtime:

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
3.5 hours or more but less than 5 hours	30% of monthly owed Fees
5.1 hours or more but less than 10 hours	50% of monthly owed Fees
10.1 hours or more but less than 24 hours	60% of monthly owed Fees
24 hours or more	100% of monthly owed Fees

2. Continued Management and Operation Services. Contractor shall provide all goods, services and other work necessary to maintain the System to ensure performance per the requirements of this Contract. As part of Maintenance Services, Contractor shall (a) correct any and all errors, including compatibility issues among System components themselves and/or among System

components (b) provide updates and version releases to the System, (c) provide operational support for the System, and (d) provide training, training materials and other implementation support for Software updates and version releases. Contractor shall provide County with written notice no later than ninety (90) days before the scheduled implementation of any updates that will impact existing functionality and business processes.

3. Continued Customization and Enhancement Services. Contractor shall provide continued provision of County requested customizations and enhancements to the System because of changes in County/program requirements. Contractor shall provide County with written notice no later than thirty (30) days before the scheduled implementation of any customizations and enhancements.

4. Problem Resolution

- A. Identification of Errors

Errors, as detailed in Table 1.0 below (Severity Level Error Definitions), may be identified either as a result of Contractor use of its own tools or as discovered by County or Contractor. Upon discovery of an Error by County, County will report the Error to Contractor Help Desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Contractor for resolution in accordance with Contract. If an Error of Severity Level 1 or 2 is identified by Contractor shall notify County at first available opportunity during County's business day.

The Severity Level of an Error will be assigned by the County as specified in Table 1.0 below (Severity Level Error Definitions) below (each a "Severity Level"). Based on Contractor proposed solution to correct the Error and/or workaround(s) for the Error, County may, in its sole discretion, escalate or downgrade the Severity Level of the Error as provided for below.

- B. Error Level Definitions

County shall assign one of the Severity Levels described below to each Error. Contractor shall resolve such Errors within the timeframes as follows:

Table 1.0

Description of Error	Resolution Time Requirement (subject to escalation by COUNTY)
Widespread System unavailability; or Error disrupts functionality to the extent the System cannot be used.	SEVERITY LEVEL 1: CRITICAL Two (2) hour, beginning when County reports the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
A problem that severely degrades the performance of the System or materially restricts business; or restricts the use of one or more features of the System to perform necessary business functions but does not completely restrict usage of the System; or ability to use the System, but an important function is not available and operations are severely impacted.	SEVERITY LEVEL 2: SEVERE Eight (8) hours, beginning when County reports the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
A problem that causes only a minor impact on the use of the System (e.g., report generation issues, issues with any non-Production Environment), but the problem can be easily circumvented; or the problem can cause some functional restrictions, but does not have a critical or severe impact on operations.	SEVERITY LEVEL 3: MINOR Seven (7) calendar days beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
Cosmetic defects that do not affect the functionality, but affect the general look and feel of the System.	SEVERITY LEVEL 4: COSMETIC Earlier of (a) the next Version Release or (b) within twelve (12) months of when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.

C. Resolution of Errors

Contractor shall either resolve or escalate an Error reported by County in accordance with the time frames set forth above.

D. Escalation

The County or Contractor may escalate an Error's Severity Level as necessary for resolution. The Contractor shall assist County with all

aspects of Maintenance Services and Error resolution and escalation, as required by County. The County may engage the support of Contractor at any time and for any aspects of the System. If any Error is not resolved within the applicable resolution time set forth above, in addition to other remedies available to County set forth in the Contract, County shall have the right to escalate the problem to the next more severe Severity Level.

E. Resolution

Contractor shall resolve each Error reported hereunder in accordance with the applicable resolution time specified herein. The time for resolving each Error shall start tolling when County notifies Contractor of such Error by telephone or otherwise, or upon discovery of Error by Contractor, whichever occurs first, and shall end when Contractor submits resolution of such Error to County for approval thereof, provided such resolution is thereafter so approved by County without prior rejection by County or significant delay in County's approval thereof.

Contractor acknowledges that, as part of corrective measures to resolve an Error, Contractor may be required to repair, replace or reinstall all or any part of the System, or provide other material or update the System, in order to remedy such Error.

Contractor shall assign a Contractor technical support team member to diagnose and determine the course of action to resolve Errors. Contractor shall maintain ongoing communication with County regarding the status of correction of all Error reported or discovered. In addition, County may contact Contractor personnel to inquire about the status of resolution of any Error. For each day that the Error is not resolved within the Time Resolution Requirements, County shall assess a Five Thousand Dollar (\$5,000) credit per day until the Error is successfully resolved.

Deliverable Contractor shall provide the Maintenance Services as outlined in this Section to the satisfaction of the County.

7.6 Service Organization Control (SOC) 2 Type 2 Report

On an annual basis, the Contractor shall provide to County the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report shall include the documented corrective action plan which addresses each audit finding or exception and identify in detail the remedial action to be taken along with the date(s) when each remedial action is to be implemented.

8.0 OPTIONAL WORK

If requested in writing by County and mutually agreed upon, Contractor shall provide to County Optional Work, provided there are sufficient funds available for such Optional Work. Optional Work may include software modifications, consisting of New Software and/or Professional Services (e.g., Consulting Services). Any enhancements or modifications of the Specifications, resulting from Optional Work shall be incorporated into, and become part of, the specifications. Any product of Optional Work shall become part of the System, as applicable, and shall be subject to County written approval in accordance with the terms of the Contract.

Upon County's request, Contractor shall submit to County for approval a not-to-exceed Maximum Fixed Price and a proposed scope of services for Optional Work. County and Contractor shall agree on the scope of services for provision of such Optional Work, including, as applicable, testing, warranty, etc.

In the event the County requests additional training after the System has been fully implemented, such training shall be provided at the rates identified in Exhibit B (Pricing Schedule).

Proposer Name:

LCPTracker, Inc.

1.0 System Functional Requirements

1.1 General Processing					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.1.1	The System shall be user-friendly, including in presentation, navigation, and other ease of use features.	X			LCPTracker has a user-friendly interface which includes dashboard-style pages with numerous filters and sorting capabilities. The system also contains pre-filled fields and copying functions for contractors employee/payroll entry screens.
1.1.2	The System shall provide access to both current and historical software data.	X			LCPTracker includes many pages and reports that contain the ability to access data on 'closed projects'. The system also provides for historical employee addresses.
1.1.3	The System shall provide rules based on data entry to prevent duplication and inconsistencies in the data.	X			For both the Administrator and Contractor side of the software, the system has various mechanisms in place to prevent duplicates and inconsistencies in checking the data entered by users. On the Administrator side, the system can check for and disallow duplicate entries, such as creating duplicate projects, work orders or contractor accounts. On the Contractor side, the system also will not allow duplicate data to be entered, such as creating duplicate employee profiles, certifying payrolls for the same week-end date on the same project or setting up lower-tier Subcontractors. There are also payroll-level validations in place that check mathematical correctness against several data points, to help catch inconsistencies or user error on manual entry.
1.1.4	The System shall provide field-level and cross-field validation upon completion of data entry by user and immediately display appropriate corrective instructions for the related field.	X			LCPTracker main validation engine, regarding the entry and completion of certified payroll by Contractors, is made up of 80 or so validation settings that can be controlled by County Administrators. These validations monitor a variety of things from: missing field data to prevailing wage checks and balances. If there are errors flagged by the systems' validations, users can be immediately notified in a detailed manner. Aside from certified payroll entry, the system also has data completeness checks for important, required fields and will flag users if information has been left off.
1.1.5	The System shall provide screen-level validation and display a summary list of corrective instructions for each field with erroneous data for the entire screen.	X			LCPTracker will give instructions of corrective actions needed for specific data elements that have not met validation checks that have been set by either the system or by the Administrator.

1.1.6	The System shall perform batch processing updates without affecting the performance of the System.	X			LCPTracker meets this need.
1.1.7	The System shall allow real-time access to all records.	X			All records available in real time.
1.1.8	The System shall support online real-time processes.	X			As a cloud-based solution, LCPTracker supports real-time processes.
1.1.9	The System shall provide the ability for County-specified users to send broadcast messages to all users or groups of users.	X			LCPTracker can broadcast
1.1.10	The System shall provide the ability to send email notifications and/or notes to users and other designated recipients based on business rules.	X			LCPTracker's Admin Notices allows Administrators to send emails to Contractors using pre-made and editable templates. Communications via Admin Notices are recorded in the system for a full audit trail.
1.1.11	The System shall have search capabilities across multiple displays, reports, contract, and project types.	X			Search capabilities exist throughout many screens and reports in the system. Search criteria include, but are not limited to: project, department, contractor, date, status, etc.
1.2 Display					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.2.1	The System shall provide an efficient pathway to view detailed data from summary screens.	X			This is standard with the LCPTracker solution. For example, on the Certifications tab, there are links to submitted CPRs, and a Details link, which takes the user to a page that displays employee, prevailing wage, and status information.
1.2.2	The System shall include the ability to present multiple views of contract information, depending on the roles and responsibilities of the County-specified user and Construction Contractor user.	X			The system includes role-based system access with multiple user roles and varying system rights.
1.2.3	The System shall be viewable in formats compatible to PC, tablet and/or mobile phone.	X			Preferred method is desktop, but can be accessed by any approved browser.
1.3 Navigation					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.3.1	The System, upon logon by a County-specified user, shall direct the user to a "home page" specific to the User Identification (ID), which includes the following features:				See answers in 1.3.1a and 1.3.1b
a	Links to the System broadcasts and announcements, including counts of read and unread broadcasts and announcements;	X			Upon logging into LCPTracker, the first page a User sees is the "home page" that notates who the Agency or Contractor is, and what projects they have or are assigned to. Our system has the availability to setup a personalized "banner" for Users to see.

b	Links to "reminders" or "ticklers" for work that is pending on the User's caseload, including counts of "reminders" or "ticklers";	X			There is a count of "Admin Notices" listed on the "landing page" of Administrator users. Admins can review notices in depth under the Admin tab.
1.3.2	The System, upon login by a Construction Contractor user, shall direct the user to a "home page" specific to the User Identification (ID), which includes the following features:				See answers in 1.3.2a and 1.3.2b
a	Links to available Contracts			X	Contractors do not have access to contracts on their "home page." However, Contractors can see a list of projects which they are assigned to.
b	Links to available Projects	X			Upon login, a contractor will be presented with a dashboard highlighting a list of projects they have been assigned to.
1.3.3	The System shall visually identify mandatory fields on each screen, as appropriate.	X			Mandatory fields are highlighted throughout the system with red asteriks or other field coloration.
1.3.4	The System shall provide County-specified users and Construction Contractor users with a way to view a listing of screens that have been designated as required screens.			X	We don't have required screens however based on user assignments, we can limit the screens seen by specific roles.
1.4 General and System Administration					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.4.1	Ability for site administrators or end-users, via an online sign-up process, to create a contractor profile.	X			LCPTracker currently allows site administrators, which would be designated LA County staff, to create Contractor profiles, or accounts, online. This profile can then be assigned to an endless number of projects to allow submittal of CPRs.
1.4.2	The System shall provide user audit trail capabilities	X			If requested, LCPTracker can add audit trail reports for Department settings change tracking, Employee change tracking and Project change tracking.
1.4.3	Automatic updates and upgrades to ensure compliance with all Federal, State, and local laws and regulations.			X	As updates are published that may require changes, LCPTracker prioritizes these updates to help assist clients for compliance with all updated Federal, State, and local laws.
1.4.4	Role-based access control, including the ability to allow limited access to records as defined by system administrators.	X			LCPTracker currently supports role-based access with varying rights to records as defined by the system admin.
1.4.5	Ability to accommodate multiple Departments within the County. Each Department will have delegated authority to manage their respective users and projects.	X			The ability to define departments within the system is standard. Projects, contractors and users can be assigned to departments. Rules for checking payrolls and reports may be Department-dependent.
1.4.6	Ability for authorized users to browse and search by all available data fields.	X			While LCPTracker currently has the capability to filter information on most pages, Development is continually making UI enhancements that will introduce filtering on all pages.
1.4.7	Ability for site administrators to configure fields as mandatory or optional.	X			Many fields within the system may be configured as required or not required.

1.4.8	Ability to utilize drop-down menus rather than inputting standard/default options manually.	X			Several fields such as Project, Contractor, Department, Date, Status, Ethnicity, Gender, Pre-defined Demographic Types/Classifications, etc. are available via drop-down menus.
1.5 Project Mangement					
	Functional Requirement Response Form Matrix	Response Code			
		Available	Customization	Not Available	Comments (Mandatory)
1.5.1	Ability for site administrators to create and manage Projects.	X			Users assigned with Full Administrator, Business Manager, or Limited Admin credentials can create projects. Full Administrators have full abilities to manage projects. Other credentials have tiered abilities for managing projects.
1.5.2	Ability to input and track the following information for Projects:				See 1.5.2a through 1.5.2u
a	Project Name	X			LCPtracker has this field
b	Project Code	X			LCPtracker has this field
c	County Department	X			LCPtracker has this field listed as "Locations"
d	Project Management Division			X	LCPtracker doesn't have this field
e	Total Project Cost Estimate/Total Project Budget	X			LCPtracker has this field as "Budget"
f	Construction Cost	X			LCPtracker has a field in the contractor assignment page for a contract amount for the construction work that contractor will be performing.
g	Bid Advertisement Date	X			LCPtracker has this field
h	Project Location (house/business number, street name, unit number, city, state, zip code)	X			LCPtracker has the following address fields: Address 1, Address 2, City, State, Zip Code
i	Project Type (Construction/Design-Build/Low-Bid/JOC, CMAR, etc.). Administrator should be able to add/edit/delete Project Type.	X			LCPtracker has this field. Full Administrators, Business Managers, and Limited Admin users can create different Project Types.
j	Requires Work Orders (Y/N)	X			LCPtracker has this field
k	Work Order #	X			LCPtracker has this field
l	Project Status (Active/Closed/Suspended)	X			LCPtracker has this field
m	Department of Industrial Relations (DIR) Project ID	X			LCPtracker has this field
n	Project Start and Completion Dates	X			LCPtracker has these fields as "Estimated Start Date" and "Estimated Completion Date." Administrators can also assign specified estimated start dates for individual contractors.
o	Contractor Contact Information (first name, last name, phone number, email, etc.)	X			LCPtracker has these fields
p	Supervisory District(s)	x			LCPtracker has this field listed a "Ward" under "Geographic Area Types"
q	Local and Targeted Worker Goal (Best Efforts, Mandatory, or No LTWHP Goal) and Percentage			X	LCPtracker has "City Residency Goal %" and Goal Assignments if Administrators choose to implement Geo Assignments.
r	Certified Payroll Records	X			Administrators can view certified payroll records in a dedicated Certifications tab.
s	Comments/Notes	X			LCPtracker has various comment/notes fields
t	Board Mandated Aspirational Participation Requirement and Percentage	X			Can track this as a demographic to reflect on reports. Can track this as eDocument if certificates are involved.
u	First time Placement Participation and Percentage	X			Can track as demographic. Percentage would be custom reporting.

1.0 Functional Requirements

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EXHIBIT A.1

1.5.3	Ability for site administrators to assign contractor profile(s) to any project as either the prime contractor or subcontractor.	X			Users assigned with Full Admin, Business Admin, or Limited Admin credentials can assign contractor profiles to any active project.
1.5.4	Employee profiles for each worker on the project that include, but not limited to:				See 1.5.4a through 1.5.4q
a	Employee Name	X			LCPtracker has this field
b	Hire Date	X			LCPtracker has this field
c	Social Security Number	X			LCPtracker has this field
d	Craft	X			Administrators enter and assign crafts to projects. Contractors select the craft for their employees.
e	Classification such as Section 3 employee, Targeted Worker, Skilled and Trained, Veteran status, etc. Ability to select multiple classifications for one worker.	X			These classifications would be considered "demographics" in LCPtracker. Administrators can enter and assign demographic requirements to projects and contractors or admins can select the appropriate demographic for thier employees.
f	Journeyman/Apprentice	X			Administrators can enter apprentice craft/classifications. Contractors can select the appropriate apprentice/journeyman craft/class for their employees.
g	Apprenticeship Program Graduate (Y/N)	X			Adminisrators can track this field as a demographic.
h	Total Hours Worked	X			LCPtracker has this field
i	Total Wages Paid, including fringe benefit section such as Vacation/Holiday, Health & Welfare, Pension, Training, and Other.	X			LCPtracker has this field
j	Hours of On-the-Job-Experience	X			OJT hours can be setup and tracked in the same fashion as apprentice hours in the system.
k	Attached Certificate of Graduation	X			Administrators can set up eDocuments for Certificates of Graduation
l	Ethnicity	X			LCPtracker has this field
m	Gender	X			LCPtracker has this field
n	Comments/Notes	X			LCPtracker has various comment/notes fields
o	Residence/Home Address include previous address --- archived address, for reporting purposes.	X			LCPtracker has employee address fields and can track address history.
p	First-time Placement Designation, with link to First-time Placement Project	X			Can track as demographic. Percentage would be custom reporting.
q	Targeted Worker Classification for LA County Residents	X			LCPtracker has this ability so long as Administrators provide and assign the correct Zip Lists to projects.
1.5.5	Ability for notifying site administrators of employee profiles who have discrepant information among projects.			X	However, Administrators can send contractors notices and reject certified payroll report for employees that have discrepancies in their profiles.
1.5.6	Ability for site administrators to identify Tier 1 Local Residents, Tier 2 Local Residents, and Los Angeles County residents by:				See 1.5.6a through 1.5.6c
a	Identifying and uploading Tier 1 zip codes	X			LCPtracker has this ability so long as Administrators provide and assigning Zip Lists to projects.LCPtracker has this ability so long as Administrators provide and assigning Zip Lists to projects.
b	Identifying and uploading Tier 2 zip codes				LCPtracker has this ability so long as Administrators provide and assigning Zip Lists to projects.
c	Identifying and uploading LA County zip codes	X			LCPtracker has this ability so long as Administrators provide and assigning Zip Lists to projects.

1.5.7	Ability for site administrators to identify Targeted Workers and Skilled and Trained Workforce by selecting classifications as determined by site administrators. For Targeted Workers, besides selected Targeted classification, workers need to live within LA County zip code to be qualified as Targeted Workers.	X			LCPTracker has this ability so long as Administrators provide and assigning Zip Lists to projects. Administrators can also create Targeted Worker and Skilled and Trained Workforce demographics and assign geographic requirements to specific projects.
1.5.8	Ability for contractors and site administrators to attach the following documents for each project:				See 1.5.8a through 1.5.8j
a	Request for Proposal	X			LCPTracker has this ability under eDocument Types/Templates
b	County contract(s)	X			LCPTracker has this ability under eDocument Types/Templates
c	Notice to Proceed	X			LCPTracker has this ability under eDocument Types/Templates
c	Subcontractor List	X			LCPTracker has this ability under eDocument Types/Templates
d	Craft Employee Request Form	X			LCPTracker has this ability under eDocument Types/Templates
e	Letter of Commitment to comply with Skilled and Trained Workforce Requirements	X			LCPTracker has this ability under eDocument Types/Templates
f	Monthly Skilled and Trained Workforce Compliance Report	X			They can attach any doc type they want.
g	Skilled and Trained Workforce Plan	X			LCPTracker has this ability under eDocument Types/Templates
h	DAS-140 Form	X			LCPTracker has this ability under eDocument Types/Templates
i	Fringe Benefit Statement Form	X			LCPTracker has this ability under eDocument Types/Templates
j	Other Document(s)	X			LCPTracker has this ability under eDocument Types/Templates
1.5.9	Ability for Administrator to add templates that are applicable to certain Departments and/or assigned projects within Department.	X			LCPTracker has this ability under eDocument Templates
1.5.10	Ability for Administrator to set up certain documents as required and establish a setting in which contractors are not able to certify payrolls until certain documents are submitted by contractors.	X			LCPTracker has this ability
1.5.11	Ability for Administrator to view date submitted for all documents entered by contractors.	X			LCPTracker has this ability
1.6 Contractor/subcontractor Management					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.6.1	Ability for site administrators to track the following information for all Contractors:				Full Admins, Business Managers, and Limited Admins can find most of the below fields under the Contractor Setup area. See below 1.6.1a through 1.6.1i.
a	Company Name	X			LCPTracker has this field
b	Contractor Address/Location (house/business number, street name, unit number, city, state, zip code)	X			LCPTracker has these fields
c	Prime Contact Information (First name, Last name)	X			LCPTracker has this field

d	State qualification(s)	X			LCPtracker has various license fields, including "Contractor License" for state certifications.
e	Dollars Paid to Subcontractor	X			VantagePoint has this field
f	Type of Services Paid to Subcontractor	X			VantagePoint has this field
g	Certified LSBE/DVBE/SE status	X			LCPtracker has this field
h	PWCR Number	X			LCPtracker has this field
i	CSLB Number	X			LCPtracker has this field
1.7 Contractor and Subcontractor Submissions					
Functional Requirement Response Form Matrix		Response Code			
		Available	Customization	Not Available	Comments (Mandatory)
1.7.1	Ability for Contractors and Subcontractors to securely submit electronic Certified Payroll Reports from contractors and subcontractors via a online form or file upload in PDF format.	X			Contractors can upload certified payroll reports via an XML template (provided by LCPtracker). They can also use a Direct Payroll Subscription to submit CPRs in a PDF file, at the Contractor's cost.
1.7.2	Ability for Contractors and Subcontractors to securely import data files from existing financial/payroll systems.	X			LCPtracker has this ability
1.7.3	Ability for Contractors and Subcontractors to submit documents such as invoices, change orders, and other.	X			LCPtracker has this ability so long as Administrators set up the appropriate eDocuments.
1.7.4	System shall delete electronic Certified Payroll Reports after importing and verification of data.			X	It is not recommended to delete CPRs however a notice can be resolved or deleted once reviewed (based on validation settings)
1.7.5	System shall only store last four(4) digits of Social Security Number.	X			Contingent on how Administrator sets up requirements
1.7.6	Ability for Contractors and Subcontractors to certify and sign payroll submissions by requiring the Contractors and Subcontractors to reauthenticate before submitting their payroll documents.	X			This is the eSignature that is required for every CPR submission and eDocument upload.
1.7.7	Require Contractors and Subcontractors to certify and sign that any document uploaded or attached to the System does not contain full social security numbers or full bank account numbers, limiting them to the last 4 digits only. Before uploading, the System shall display the following message: "Warning: Ensure that documents do not contain full Social Security numbers or bank account numbers. Only the last four digits are permitted." This requirement and the associated System warning must also be included in all relevant training materials.	X			While LCPtracker doesn't have the "warning" that is specified at this time,we suggest that the County set an eDocument requirement from each Contractor where they would have to sign and upload an attestation to the system prior to submitting their first CPR.

1.8 Business Utilization					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.8.1	Capture and report invoices submitted to invoices paid ratios.			X	System tracks at the payment level, not at the invoice level. Primes report what they paid their subs each month. Reporting isnt based off of what the subs have invoiced their primes each month. Users can enter invoice numbers in the notes section when reporting. System set up this way because industry practice is to ensure that subcontractors are paid promptly and that the credit is based on payments not invoiced amounts.
1.8.2	Capture, validate compliance, and report various federal, state, and local diversity programs, including local small businesses, disabled veterans, minority owned business enterprises, etc.	X			Certification types are not linked/validated against cert databases
1.8.3	Validate submitted invoice amounts against the proper pay application amounts for a project or service received by the project manager			X	System doesn't track based on invoiced amounts. Validation/verification performed by subs when they receive email stating what prime reported was paid to them.
1.9 1.6 Local and Targeted Worker Hire Monitoring					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.9.1	Capture, validate compliance, and report various federal, state, and local diversity programs, including local worker and/or local veterans, etc.	X			LCPtracker has this ability so long as Administrators set up the appropriate demographics and Zip Lists for each project.
1.9.2	Store, maintain, and search/report Federal and State prevailing wage rates – including fringe benefits, workers' compensation classification codes, and trade classifications.	X			LCPtracker has this ability
1.9.3	Timely Validate submitted payroll records against the proper wage determination for a project or service with the State of California Department of Industrial Relations (DIR) website.	X			LCPtracker has this ability

1.10 Community Workforce Agreement (CWA) Monitoring					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.10.1	Ability for Administrator to exclude contractors from CWA Reporting and Percentages	X			Filters have been added to allow for exclusion of contractors from the report dataset.
1.10.2	Ability for Administrator to exclude contractor crafts from CWA Reporting and Percentages			X	LCPTracker does not currently have this ability
1.10.3	Ability to pull the most current prevailing wage rate, as required by the CWA.			X	LCPTracker adds the current CA state prevailing rate for the CA DIR; any Federal wage rates must be requested, and then they are added. Neither the CA DIR nor SAM.gov have a integration to "pull" wage rates.
1.11 Reports					
Functional Requirement Response Form Matrix		Response Code			Comments (Mandatory)
		Available	Customization	Not Available	
1.11.1	All data reports, dashboards, exports, and web services shall not retrieve or display full social security number (SSN), only the last four (4) SSN when necessary.	X			This is setup in the Department settings for the CPR export format. Full SSN is not shown on standard reports by design.
1.11.2	Capture and report journeyman to apprentice ratios.	X			LCPTracker has various reports that list journeyman to apprentice ratios.
1.11.3	Ability to run all reports either for one project or multiple projects at once.	X			LCPTracker has this ability for various reports.
1.11.4	Capture and report number of local, targeted, and local and targeted workers, number of local and targeted workers hours, and number of local and targeted workers percentages of total hours reported per project and/or contractor.	X			Administrators can capture and generate reports with this information so long as the appropriate demographics and Zip Lists are set for each project. Admins can request a PBIX file to create their own custom reports, opt for an ETL process, or use the Payroll Details with Demographics Report.
1.11.5	Capture and report number of first-time placed workers, number of first-time placed workers' hours, and number of first-time placed workers' percentages of total hours reported per project and/or contractor.	X			Administrators can capture and generate reports with this information so long as the appropriate demographics and Zip Lists are set for each project. Admins can request a PBIX file to create their own custom reports, opt for an ETL process, or use the Payroll Details with Demographics Report.
1.11.6	Capture and report number of female, veteran, and female and veteran workers, number of female and veteran workers hours, and number of female and veteran workers percentages of total hours reported per project and/or contractor.	X			Administrators can capture and generate reports with this information so long as the appropriate demographics and Zip Lists are set for each project. Admins can request a PBIX file to create their own custom reports, opt for an ETL process, or use the Payroll Details with Demographics Report.
1.11.7	Capture and report number of apprentice workers, number of apprentice workers hours, and number of apprentice workers percentages of total apprenticeable hours reported per project and/or contractor.	X			LCPTracker has various apprentice-focused reports.

1.11.8	Capture and report number of local, targeted, and local and targeted apprentice workers, number of local and targeted apprentice workers hours, and number of local and targeted apprentice workers percentages of total hours completed by apprentices per project and/or contractor.	X			Administrators can capture and generate reports with this information so long as the appropriate demographics and Zip Lists are set for each project. Admins can request a PBIX file to create their own custom reports, opt for an ETL process, or use the Payroll Details with Demographics Report.
1.11.9	Capture and report local and targeted workers wages, benefits, and combined wages and benefits totals per project and/or contractor	X			Administrators can capture and generate reports with this information so long as the appropriate demographics and Zip Lists are set for each project. Admins can request a PBIX file to create their own custom reports, opt for an ETL process, or use the Payroll Details with Demographics Report.
1.11.10	Automatic calculation for restitution.			X	LCPtracker does not have this functionality at this time. The Administrator or Contractor need to calculate.
1.11.11	Comprehensive report/document system, including the ability to generate:				See 1.11.11a through 1.11.11d
a	Certified payroll reports,	X			LCPtracker has this ability
b	Invoice payment reports,			X	We have payment reports, not invoice payment reports.
c	Minority and women business enterprise reports, and	X			Contractor List Report (Export) lists this data, but there are no reports with percentages.
d	Other specified semi-annual reports.	X			LCPtracker has a variety of compliance, management, and special reports which Administrators can use for semi-annual reports. In addition, Admins can request a PBIX file to create their own custom reports, opt for an ETL process, or use the Active Insights feature.
1.11.12	Reports shall be viewable online in the browser and downloadable in to standard MS Office formats (Excel, Word), CSV, and Adobe PDF.	X			LCPtracker has this ability
1.11.13	Flexible reporting system that provides for both standard and custom ad-hoc reports delineated by County via hard copy and viewable online.	X			Admins can request a PBIX file to create their own custom reports, opt for an ETL process, or use the Active Insights feature.
1.11.14	Ability for users to specify "favorites" and frequently used reports.	X			LCPtracker has this ability under Reports Setup

1.12 Dashboards					
Functional Requirement Response Form Matrix		Response Code			
		Available	Customization	Not Available	Comments (Mandatory)
1.12.1	The system should provide a standardized dashboard with ability to create, customize, or edit visualizations (Refer to A.4 Custom Reports)	X			6 standard dashboards are available within Active Insights (AI) and the client can also be added to the additional functionality of AI to create their own reports and dashboards through Power BI functionality.
1.12.2	The system shall provide a dashboard with the ability to filter, highlight, and slice information determined by the system administrator (Refer to A.4 Custom Reports)	X			6 standard dashboards are available within Active Insights (AI) and the client can also be added to the additional functionality of AI to create their own reports and dashboards through Power BI functionality.
Project Management					
1.13 Project Completion					
Functional Requirement Response Form Matrix		Response Code			
		Available	Customization	Not Available	Comments (Mandatory)
1.13.1	The System shall provide the ability to track the following information:				See 1.13.1a through 1.13.b
a	Construction End Date	X			LCPTracker has an "Estimated Completion Date" box. In addition, contractors can set specific end dates for contractors under the Contractor Assignment Tree View.
b	Work Order Acceptance Date			X	LCPTracker does not currently have this functionality
1.13.2	The System shall calculate and display the percentage change in initial proposal amount and final amount.			X	This is not information that is currently not tracked.
1.13.3	The System shall provide the ability to cancel or close out a Project.	X			A project can be closed at anytime. Once closed, the contractor can no longer submit CPRs however the Admin can still run reports on a closed project.
1.14 Reporting - General					
Functional Requirement Response Form Matrix		Response Code			
		Available	Customization	Not Available	Comments (Mandatory)
1.14.1	The System shall provide a list of standard reports specified by the County including, at a minimum:				See 1.14.1a through 1.14.1e
a	Project Summary Report, including project number, name, budget, prime contractor, estimated start and completion date.	X			These items are met with LCPTracker's Project Summary Report

	b	Active Projects Reports, including project number, name, budget, prime contractor, estimated start and completion date.	X			These items are met with LCPtracker's Project Summary Report
	c	Completed Projects Report, including project number, name, budget, prime contractor, estimated start and completion date.	X			These items are met with LCPtracker's Project Summary Report
	d	Skilled and Trained Workforce Report	X			LCPtracker has a report that fits this need, however we are working with the CA DIR to produce a newer version.
	e	Business Utilization Report			X	Without more information about what this refers to, we are not sure that we have anything that meets this need
1.14.2		The System shall maintain the System data necessary to produce all County-required reports, including all County-specified standard reports and System data elements specified for ad hoc reports.	X			LCPtracker system maintains the data as required by Administrators and provided by Contractors. Ad hoc reporting is available via PBIX files and an ETL process.
1.14.3		The System shall support the accumulation of System data over time and allow reporting on a daily, weekly, monthly, quarterly, annual, and fiscal basis, and also allow for reporting within certain designated time periods.	X			LCPtracker system maintains the data as required by Administrators and provided by Contractors. Many reports are generated by date ranges.
1.14.4		The System shall maintain online descriptions and definitions of each report that are easily accessible by County-specified users.	X			Descriptions, previews, and parameters of each report are found under the Reports Catalog
1.14.5		The System shall produce reports that include a clear identification of the report run date, "as of" date, period of System data date, and print date.	X			Many LCPtracker system reports contain report run dates and selected date periods.
1.14.6		The System shall include flexible report sorting capability.	X			Most LCPtracker reports are available for download as an Excel file, which allows for various sorting abilities.
1.14.7		The System shall support all reports required by federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including statistical, operational, workload, and fiscal reports.	X			LCPtracker has a variety of Compliance, Management, Specialty and Workforce reports that generate information based on settings enabled by Administrators and data provided by Contractors. Administrators can create their own reports via PBIX files or an ETL process.
1.14.8		The System shall provide the ability to download reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X			LCPtracker has this ability
1.14.9		The System shall produce several types of reports which support all levels of staff in managing their particular workloads, including management reports, State level reports, and ad hoc reports.	X			LCPtracker has a variety of reports that generate information based on settings enabled by Administrators and data provided by Contractors. Administrators can create their own reports via PBIX files or an ETL process.
1.14.10		The System shall include the ability to generate parameter-driven reports.	X			LCPtracker has this ability
1.14.11		The System shall, at the option of County-specified users, provide reports in electronic format (using County-specified version of the Microsoft Office Suite format) for further sorting and printing.	X			Reports can be downloaded in a variety of electronic formats, including Microsoft Word, Excel, PowerPoint, and more.
1.14.12		The System shall provide report data in a format that allows County-specified users to easily sort report data on all possible criteria.	X			LCPtracker has this ability
1.14.13		The System shall maintain report security for all users, including which report can be viewed or printed by each user or user group.	X			Full Administrators can choose to limit access to specific reports based on users or admin role.
1.14.14		The System shall include the ability to produce standard and ad hoc reports for any time period back to the commencement date of Countywide implementation of the System.	X			Administrators can produce reports based on the data collected in each LCPtracker account.

1.15 Ad Hoc Reporting					
	Functional Requirement Response Form Matrix	Response Code			
		Available	Customization	Not Available	Comments (Mandatory)
1.15.1	The System shall include an ad hoc capability that will allow County-specified users to generate both preformatted and free form reports with relative ease.	X			Administrators can create ad hoc reports via Active Insights, PBIX files or an ETL process.
1.15.2	The System shall include ad hoc capabilities that are user-friendly but include the functionality necessary to produce the type of reports needed by County.	X			Administrators can create ad hoc reports via Active Insights, PBIX files or an ETL process.
1.15.3	The System shall include the ability to request and format selected System Data using parameter-driven ad hoc reporting capabilities.	X			Administrators can create ad hoc reports via Active Insights, PBIX files or an ETL process.
1.15.4	The System shall provide the ability to produce reports that are valued at a single point in time, multiple points in time, or display as the change between two points in time.	X			Various LCPtracker reports have beginning and ending date parameters.
1.15.5	The System shall provide the ability to define new calculated fields to be used by the ad hoc report.	X			Reports can be downloaded into Excel format where Administrators can further calculate fields. In addition, Administrators can create their own reports with calculated fields via PBIX files or an ETL process.
1.15.6	The System shall provide the ability to report by calendar year, fiscal year and/or policy year.	X			LCPtracker has this ability
1.15.7	The System shall provide the ability to drill down from reports.	X			LCPtracker has this ability in a variety of reports.
1.15.8	The System shall provide the ability to graph/chart the results of a report without downloading the results to another program.	x			Via Active Insights, Administrators can see graphs/charts based on specific dashboards.
1.15.9	The System shall provide the ability to sort, filter, and group data in reports.			X	Once Administrators download reports in an Excel file, Admins can sort, filter, and group data as needed.
1.15.10	The System shall provide the ability to download ad hoc reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X			Reports can be downloaded into Excel format where Administrators can further calculate fields. In addition, Administrators can create their own reports with calculated fields via PBIX files or an ETL process.
1.16 Data Exports					
	Functional Requirement Response Form Matrix	Response Code			
		Available	Customization	Not Available	Comments (Mandatory)
1.16.1	The System shall provide the ability to export all System data.	X			Lcptracker meets this requirement
1.16.2	The System shall support online real-time data exports.	X			Lcptracker meets this requirement
1.16.3	The System Software shall provide the ability to export data through web services (e.g., SOAP or REST Application Programming Interface (API)).			X	We do not have any SOAP/REST APIs available at this time.

1.16.4	The System shall provide data exports in a machine-readable format (e.g., XML, JSON, or CSV).	X			Lcptracker meets this requirement
1.16.5	The System shall include documentation that specifies the activities required to export data (e.g., authentication, all web service calls, data elements and associated values).	X			We offer the Automated Data Export flat file feature, for which documentation is provided for required authentication and data elements.
1.16.6	The System shall include documentation that describes all System data (e.g. data keys, data values, data definition, data properties, data samples, etc).	X			LCPtracker has a data dictionary that can be provided upon request.

DRAFT

Proposer Name:	LCPtracker, Inc.
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2.1	General SaaS Requirements			
	SaaS Requirement Response Form Matrix	AVAILABLE		
		YES	NO	Comments (Mandatory)
2.1.1	The system shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).	X		LCPtracker meets this requirement
2.1.2	The Contractor shall provide to PW the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report shall include the documented corrective action plan which addresses each audit finding or exception and identify in detail the remedial action to be taken along with the date(s) when each remedial action is to be implemented.	X		LCPtracker meets this requirement
2.1.3	The Contractor shall require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data).	X		LCPtracker meets this requirement
2.1.4	The Contractor shall procure and maintain for the duration of the contract Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence.	X		LCPtracker meets this requirement
2.1.5	The system shall retain personal information as long as necessary and ensure it is deleted when no longer needed.	X		LCPtracker meets this requirement; however, how long information is retained is up to the system Administrator like LA County
2.1.6	The system shall provide program participants (system users) method for submission of a request to delete personal data.	X		LCPtracker meets this requirement; we have DSARS processes in place using a vendor by the name of Data Grail.
2.1.7	The system shall allow program participants (system users) to "opt-out" of the collection and storing of personal information.		X	LCPtracker is not a B2C software; PII is sometimes required by the Administrator (like LA County) in their database setup.
2.2	Access			
	SaaS Requirement Response Form Matrix	AVAILABLE		
		YES	NO	Comments (Mandatory)
2.2.1	The system shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).	X		Microsoft Entra (formerly Microsoft Azure Active Directory) is on LCPtracker's pre-approved Cloud IdP provider list; we will work with LA County to provide this.
2.2.2	The System shall provide the ability to define role-based access with different security groups.	X		LCPtracker meets this requirement.
2.2.3	The System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).	X		LCPtracker meets this requirement.
2.2.4	Access to County data shall be limited only to the Contractor or Service Provider's personnel to perform work necessary as defined in the scope of services. The Public Works Contract Manager shall be notified in writing of any third-party which the Contractor is required to share County data. The notification shall address what type of information/data is being shared and how the program participants can "opt-out".	X		LCPtracker meets this requirement.

2.3 Data, Backup and Recovery				
SaaS Requirement Response Form Matrix		AVAILABLE		Comments (Mandatory)
		YES	NO	
2.3.1	The Contractor shall provide all raw data to the County when requested or at the end of the project/contract in a format mutually agreed upon.	X		LCPtracker can meet this requirement if requested.
2.3.2	The System shall provide the ability to automatically export all system data.	X		LCPtracker can meet this requirement if requested; we use an advanced data export process that would be setup separately.
2.3.3	All system data center(s) and backup/replication locations shall reside in the Continental United States.	X		LCPtracker meets this requirement.
2.3.4	The System shall perform backups with no adverse effect on performance.	X		LCPtracker meets this requirement.
2.3.5	At minimum, System data shall be backed up daily.	X		LCPtracker meets this requirement.
2.3.6	The Contractor shall have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. System shall be monitored to ensure the effectiveness of security controls. The Contractor shall promptly notify the County Project Manager and Departmental Security Officer within twenty-four (24) hours of when there is a suspected system breach.	X		LCPtracker meets this requirement and has a disaster recovery plan that is audited by a third party
2.3.7	The Contractor shall have the ability to restore data or portions of data within 8 hours after request is made.	X		LCPtracker meets this requirement; Recovery Time Objective (RTO) is one (1) hours, Recovery Point Objective (RPO) is 24 hours .
2.3.8	The System shall ensure that all data from the past 6 months is backed up and accessible for retrieval purposes.	X		LCPtracker meets this requirement.
2.4 Infrastructure and Hosting Environment				
SaaS Requirement Response Form Matrix		AVAILABLE		Comments (Mandatory)
		YES	NO	
2.4.1	The System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).	X		LCPtracker meets this requirement.
2.4.2	The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) and Detection (HIDS) system, Network Intrusion Prevention (NIPS) and Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.	X		LCPtracker meets this requirement.
2.4.3	The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.	X		LCPtracker meets this requirement.
2.4.4	The System shall be contained by a perimeter firewall to protect the network from external attacks.	X		LCPtracker meets this requirement.
2.4.5	The System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.	X		LCPtracker meets this requirement.
2.4.6	The System shall have measures to prevent the upload of unauthorized files (e.g., executable files).	X		LCPtracker meets this requirement.
2.4.7	The System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).	X		LCPtracker meets this requirement.
2.4.8	The System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).	X		LCPtracker meets this requirement.
2.4.9	If the System requires significant integrations with County systems, the platform must use Microsoft Azure or Amazon AWS for hosting.	X		LCPtracker utilizes the Microsoft Azure platform.
2.4.10	Management access to Infrastructure and Hosting shall be secured by multi-factor authentication (MFA) and use Transport Layer Security (TLS) protocol (1.2 or higher) to ensure secure access.	X		LCPtracker meets this requirement.

2.5	Performance and Availability			
	SaaS Requirement Response Form Matrix	AVAILABLE		
		YES	NO	Comments (Mandatory)
2.5.1	The system environments shall operate on a 24x7x365 basis.	X		LCPtracker meets this requirement.
2.5.2	System availability shall be 99.5%.	X		LCPtracker meets this requirement.
2.5.3	The system shall have an average response time of two (2) seconds, as measured from the Hosted Environments.	X		LCPtracker meets this requirement.
2.6	Compatibility and Integration			
	SaaS Requirement Response Form Matrix	AVAILABLE		
		YES	NO	Comments (Mandatory)
				LCPtracker meets this requirement.
2.6.1	The system shall provide a secure web-based user interface accessible from any web browser (e.g., Edge, Chrome, Firefox, Safari) or from any device and shall not require plug-ins or additional installed software (e.g., Adobe Flash).	X		
				LCPtracker meets most of this requirement. We are in the process of re-platforming our applications into a unified software platform, we also realize we cannot wait for all these projects to be completed. To further support this we have established a Voluntary Product Accessibility Template (VPAT) to help provide for Section 508 compliance for established products like LCPtracker Professional. For products like Active Insights, User Portal, and Workforce Manager, we are building WCAG 2.0 compliance directly into product design, delivery, and quality assurance processes.
2.6.2	The system shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/ , etc.)).	X		
2.6.3	The System shall transmit data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).	X		LCPtracker has implemented tools like Zscaler, CASB and has private access for all ingress/egress traffic.
2.6.4	All system data shall be available to the County via web services.	X		LCPtracker is a web-based SaaS product.
2.6.5	All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations and incorporate unique, regularly rotated (e.g., two years or less) API keys for authentication.		X	As the current vendor for labor compliance for LA County, LCPtracker does not currently have any integrations.
2.6.6	The system sending emails on behalf of Public Works (e.g., xxxxx@pw.lacounty.gov or xxxxx@dpw.lacounty.gov) or any subdomain shall be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.	X		LCPtracker has a DMARC SPF and DKIM in place.
2.6.7	All application logging shall be integrated with Public Works' Microsoft Sentinel for real-time monitoring and analysis of system activity.	X		LCPtracker meets this requirement.
2.7	Additional Requirements			
	SaaS Requirement Response Form Matrix	AVAILABLE		
		YES	NO	Comments (Mandatory)
2.7.1	The System shall include comprehensive audit trail for all actions (e.g., login, maintenance, activity) performed in the environment and system.	X		LCPtracker can meet this requirement when needed.

2.7.2	Access to County data shall be limited only to the Contractor or Service Provider's personnel to perform work necessary defined in the scope of services. County must be notified in writing of any third party which the Contractor is required to share County data.	X		LCPtracker meets this requirement, as stated in 2.2.4.
2.7.3	The Contractor or Service Provider shall wipe PW data from all storage media after contract termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation.	X		LCPtracker can meet this requirement when needed.
2.7.4	The Contractor shall require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data).	X		LCPtracker meets this requirement.
2.7.5	The System shall lock the user's account after five (5) successive failed attempts within a 30-minute period.	X		LCPtracker meets this requirement.
2.7.6	The System shall not store sensitive data in cookies or URLs.	X		LCPtracker meets this requirement.
2.7.7	The System shall use AES-256 encryption or stronger for all data in storage.	X		LCPtracker meets this requirement.
2.7.8	The System shall use AES-128 encryption or stronger for all data in transit.	X		LCPtracker meets this requirement.
2.7.9	The System's backup media shall be encrypted.	X		LCPtracker meets this requirement.
2.7.10	All application logs shall not contain sensitive data.	X		LCPtracker meets this requirement.
2.7.11	All sensitive data shall be redacted or de-identified in reports, dashboards, exports, and web services (e.g., last four (4) SSN).	X		LCPtracker can meet this requirement; however, the Administrator such as LA County determines what information is requested from their Contractor users and shown in the system or on reports via validations, application and department settings.
2.7.12	The System shall automatically flag and delete all project data including attachments 5 years after project closure or when requested by the County.		X	LCPtracker does not currently have this specific functionality, but it is on our product roadmap. Currently we can delete projects or data when directly by a client to do so as different jurisdictions or clients have different time requirements.
2.7.13	The System shall provide an option to export all flagged project data prior to automatic deletion for archiving purposes.		X	LCPtracker does not currently have this functionality, but it is on our product roadmap
2.7.14	The System shall notify the administrator of any projects flagged for expiration and deletion 30 days prior to the deletion date, as well as at the time of expiration. These email notifications should include project details and a reminder to export data if necessary for archiving purposes.		X	LCPtracker does not currently have this functionality, but it is on our product roadmap
2.7.15	The System shall generate a report for administrators to review all upcoming project deletions. This report should include project details, deletion dates, and status of data exports, and it should be accessible at any time to help monitor and manage projects scheduled for deletion.		X	LCPtracker does not currently have this functionality, but it is on our product roadmap

CONTRACTOR 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 _____

EXHIBIT A.3 ACCEPTANCE CERTIFICATE

Consultant is submitting this Acceptance Certificate to the County Project Manager and the County Project Director for Approval in connection with the Deliverable described below. This Acceptance Certificate must be Approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager's and the County Project Director's signature below, before Contractor can invoice County for payment in connection with the Deliverable. Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Scope of Services). Including any additional documentation reasonably requested by County.

TO BE COMPLETED BY CONTRACTOR	
Deliverable Number (see Exhibit A):	Title of Deliverable:
Deliverable Description:	Agreement/Statement of Work Reference:
Deliverable Acceptance Criteria (include agreed upon requirements, formats and contents, related to Deliverable):	
Signature:	
Submitted by:	
Phone Number:	
Email:	
Submission Date:	

COUNTY PROJECT DIRECTOR OR COUNTY PROJECT MANAGER SIGNOFF :	
County Project Director Approval:	County Project Manager Approval
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

COUNTY APPROVAL/ACCEPTANCE	
County Project Manager Approval	County Project Director Approval
Signature:	Signature:
Name:	Name:
Date:	Date:
Comments:	Comments:

SAMPLE REPORTS

LA County Dashboard



Project Summary

Department Name

Department of Public Works ^

- ☐ Chief Executive Office
- ☐ Internal Services Department
- ☐ Public Library
- ☐ Parks and Recreation
- ☒ Department of Public Works

Project Name

(CON) EAST LOS ANGELES COMMUNITY SAFE ROUTES... v

30.00 Local % Goal

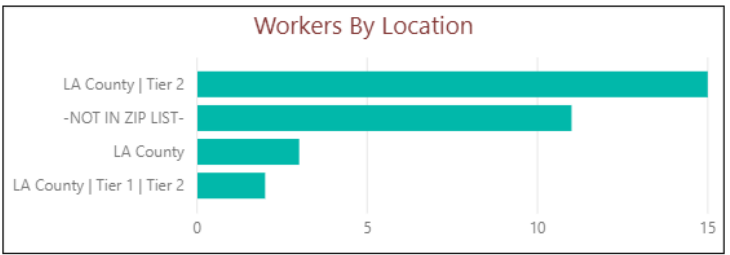
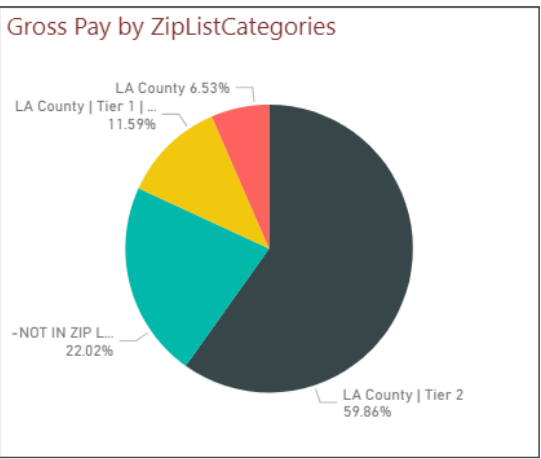
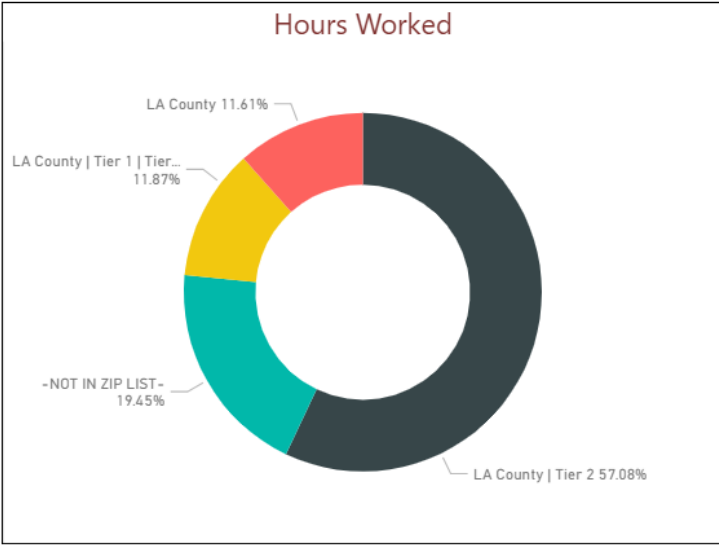
0.00 Targeted % Goal

Period From 1/1/2017 12/31/2017

Total Project Budget

\$523,562.00

1,841.50 Local Hours	2,671.00 Total Hours
31 Local Workers	31 Total Workers
658 Local Apprentices	142.50 Apprentice Hours
(Blank) Female Hours	(Blank) Female Workers



\$93,647.00
Total Wages Paid

\$66,911.00 Local Wages Paid

\$73,030.00 LAC Wages Paid

LA County Dashboard Continued

ZipListCategories Project Name	LA County					LA County Tier 1 Tier 2			
	Total Hours	% of Project Total Hours	Gross Pay	Number of Workers	% of Project Total Workers	Total Hours	% of Project Total Hours	Gross Pay	Number Workers
(CON) Budlong Ave-Mancheste...	1,103.50	23.38%	\$49,577.00	11	18.33%				
(CON) Florence-Firestone Com...	8.00	0.35%	\$271.00	1	2.63%	8.00	0.35%	\$329.00	
(CON) Los Angeles River Trash ...	164.00	7.23%	\$5,437.00	4	18.18%				
(CON) Sewer Rehabilitation Pro...	517.00	20.68%	\$19,498.00	2	15.38%				
(CON) Slauson Avenue, et. al., T...	162.19	3.96%	\$6,172.00	6	13.95%	892.12	21.77%	\$27,610.00	
Design-Build - 3965 South Ver...	708.50	16.19%	\$24,236.00	7	19.44%	852.00	19.47%	\$27,619.00	
Total	4,756.69	15.71%	\$202,389.00	62	16.15%	3,213.62	15.45%	\$115,708.00	

Year

(Multi... ▾)

SD #

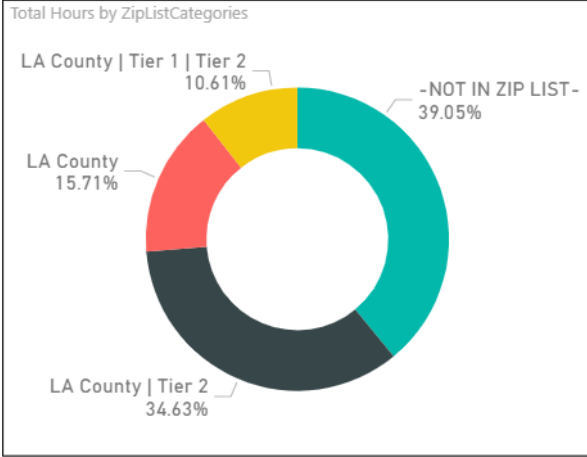
☐ SD 1
 ☒ SD 2
 ☐ SD 3
 ☐ SD 4
 ☐ SD 5

8

Projects

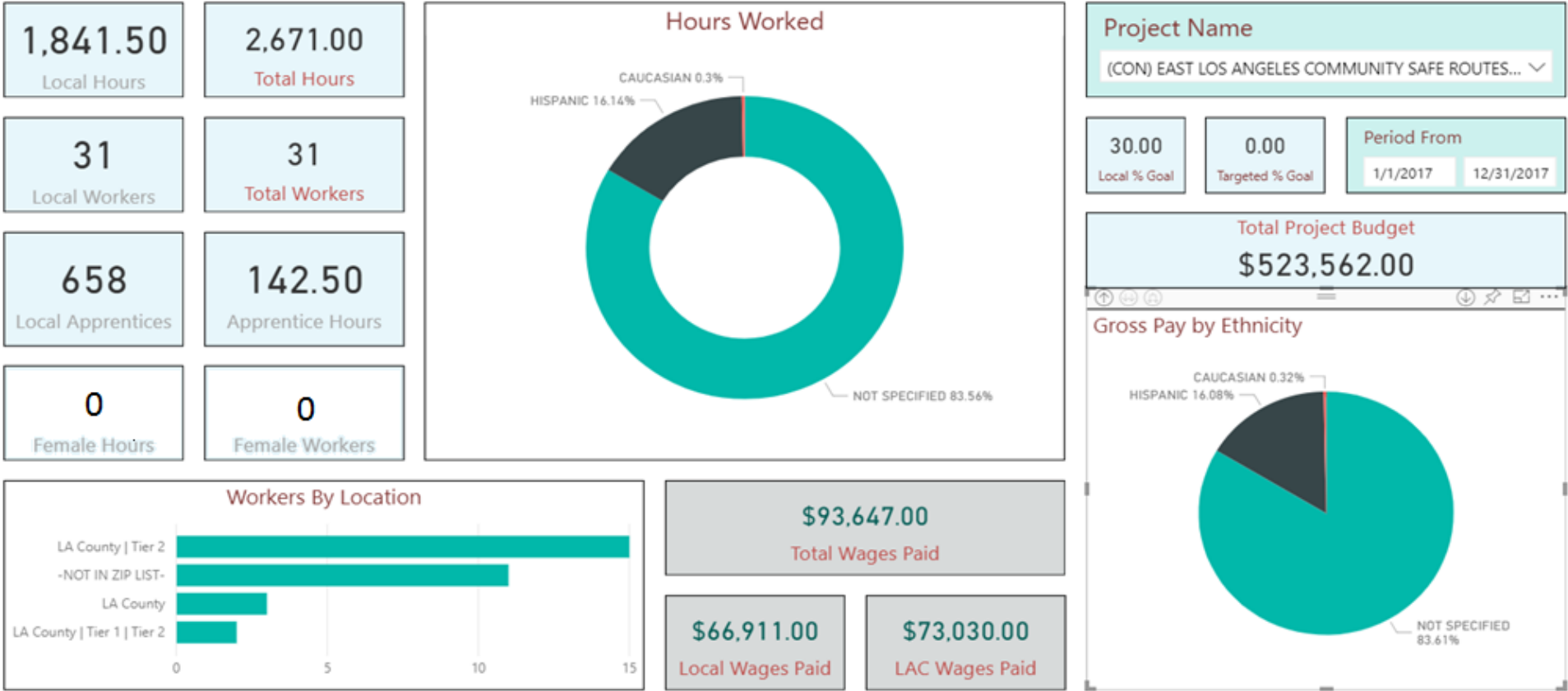
54

Apprentices

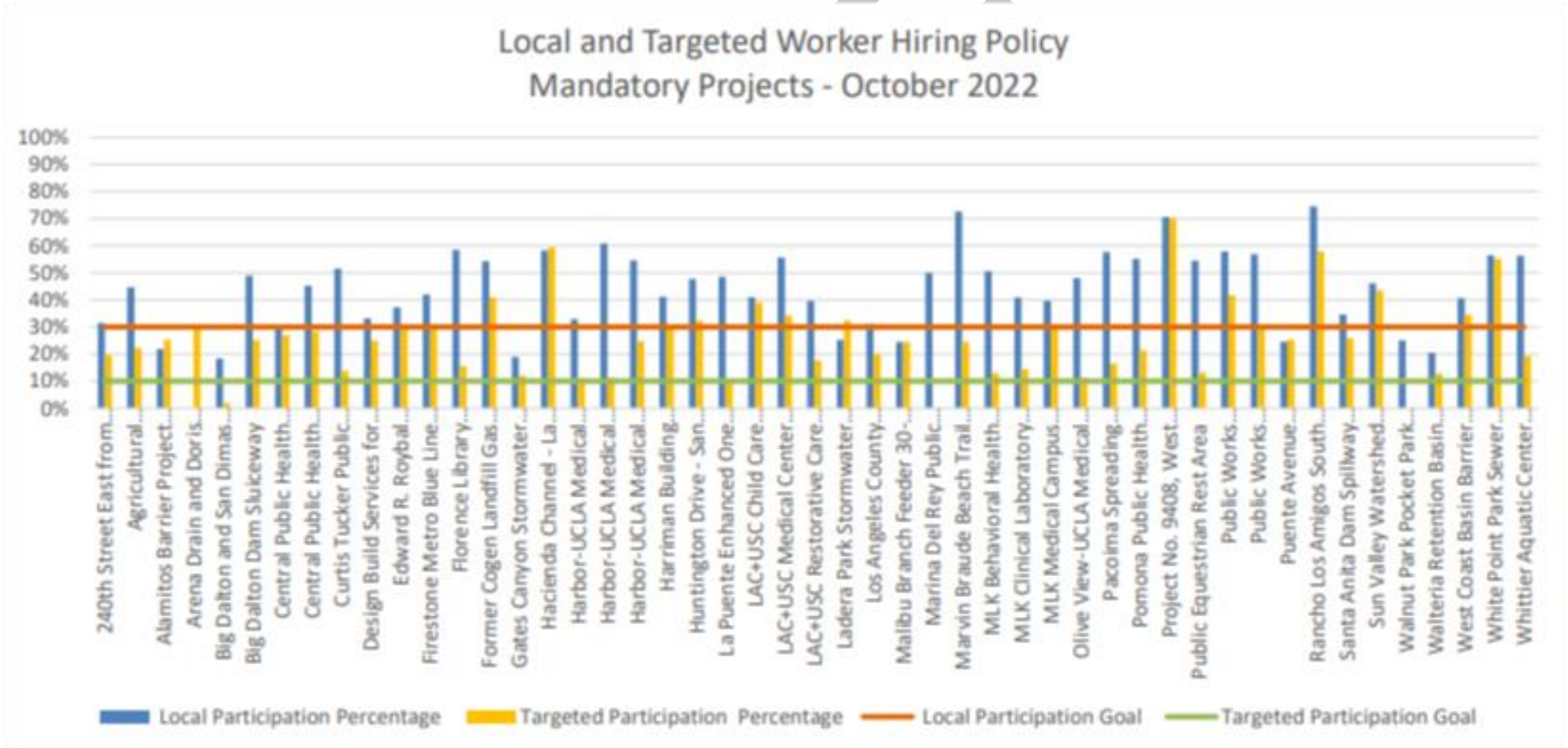


13,702.32 Local Hours	30,284.68 Total Hours	100.00% % of Project Total Hours
162 Local Workers	384 Total Workers	100.00% % of Project Total Workers
\$485,214.00 Local Wages Paid	\$1,196,230.00 Total Wages Paid	Total Project Budget \$31,822,051.18

Project Summary



Report Date: _____
Report Date: _____
Date Range: _____
SD: 1, 2, 3, 4, 5
Mandatory: Yes
Best Efforts: No
Community Workforce Agreement: No



Report Date: _____

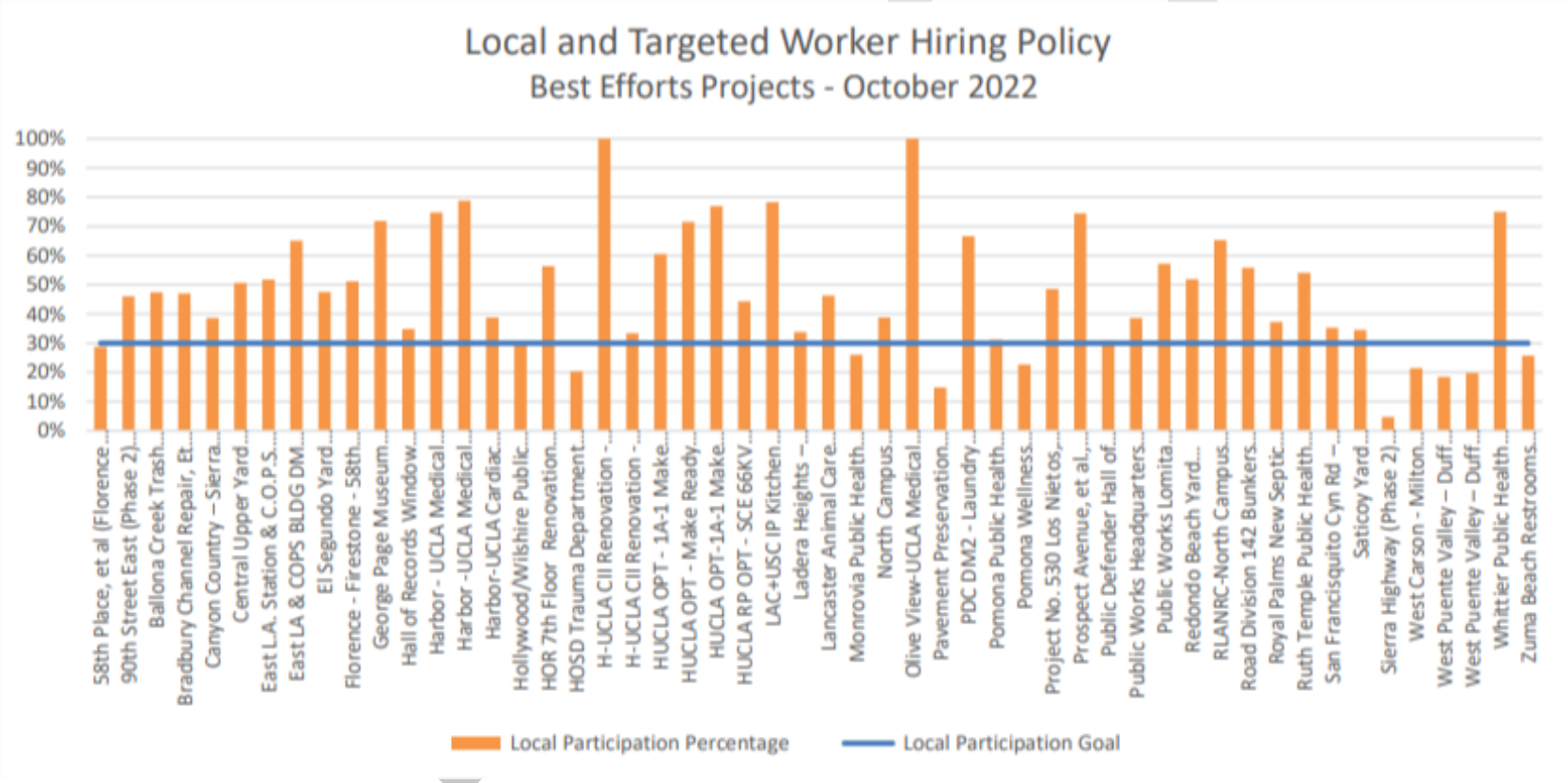
Date Range: _____

SD: 1, 2, 3, 4, 5

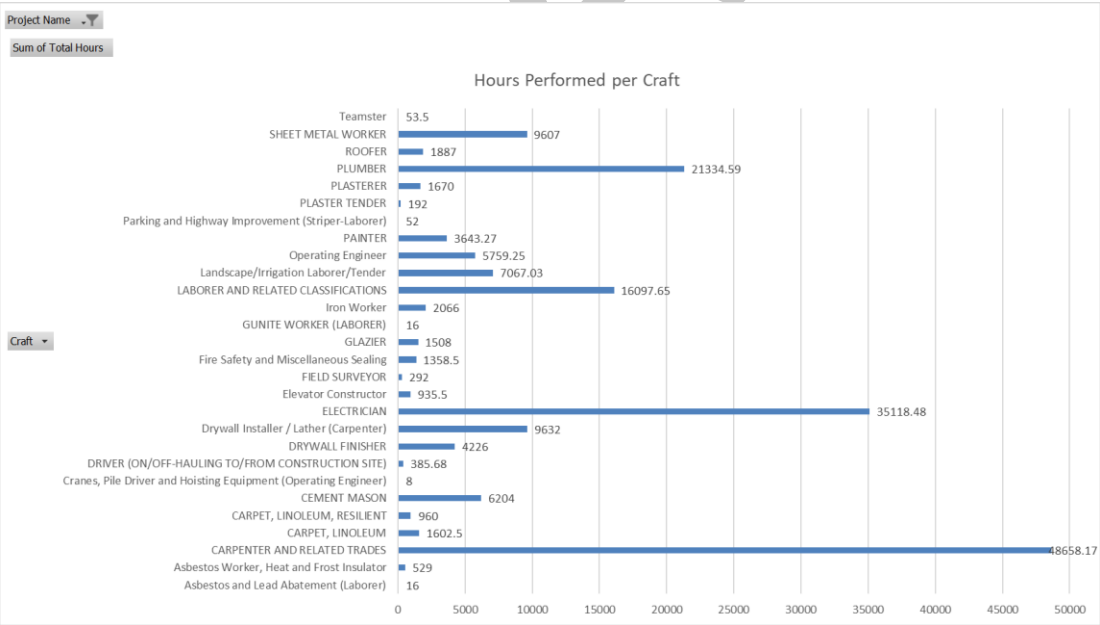
Projects Selected: Multiple

Mandatory: No

Best Efforts: Yes



Last Performing CPRs submitted per contractor by craft	
Project Name:	
Dates: 11/01/2023 through 03/01/2024	
Contractor	Last performing CPR submitted
Imperial Specialty Contracting, inc	
Sub to ACH Mechanical Contractors, Inc.	
Fire Safety and Miscellaneous Sealing	1/22/2024
Sub to Kemp Bros. Construction, Inc.	
Asbestos Worker, Heat and Frost Insulator	12/22/2023
Fire Safety and Miscellaneous Sealing	12/22/2023
Sub to BAKER ELECTRIC	
Fire Safety and Miscellaneous Sealing	
Jettsyn Iron	
Sub to Kemp Bros. Construction, Inc.	
Iron Worker	2/22/2024
JLM Installations, Inc	
Sub to Joe Picco & Associates dba EJ Enterprises	
CARPENTER AND RELATED TRADES	1/13/2024



SKILLED AND TRAINED WORKFORCE MONTHLY UTILIZATION REPORT									
LOS ANGELES COUNTY									
Project: _____								Report Date: _____	
Project Code: _____								Date Range: _____	
Contractor: _____								Skilled and Trained Worker Requirement: _____	
CRAFT	SKILLED AND TRAINED DESIGNATION	Number of Workers	Month Hours Worked	Percentage of Skilled & Trained Workers	Percentage of Skilled & Trained Craft Hours	Skilled & Trained Grad / Non-Grad Journeypersons			
Carpenter	CA Registered Apprentice	2	32	18%	4%	Worker		Craft	
	Fed Approved Apprentice	1	16	9%	2%	Count %		Hour %	
	JP-NonGrad-OTJ	3	240	27%	31%	38%		33%	
	JP-NonGrad-Union-Member	1	80	9%	10%	13%		11%	
	JP-Grad-CA	2	320	18%	42%	25%		44%	
	JP-Grad-Fed	2	80	18%	10%	25%		11%	
Total		11	768	100%	100%	100%		100%	
CRAFT	SKILLED AND TRAINED DESIGNATION	Number of Workers	Month Hours Worked	Percentage of Skilled & Trained Workers	Percentage of Skilled & Trained Craft Hours	Skilled & Trained Grad / Non-Grad Journeypersons			
Laborer	CA Registered Apprentice	2	80	14%	6%	Worker		Craft	
	Fed Approved Apprentice	1	40	7%	3%	Count %		Hour %	
	JP-NonGrad-OTJ	5	600	36%	42%	45%		45%	
	JP-NonGrad-Union-Member	2	80	14%	6%	18%		6%	
	JP-Grad-CA	3	480	21%	33%	27%		36%	
	JP-Grad-Fed	1	160	7%	11%	9%		12%	
Totals		14	1440	100%	100%	100%		100%	

SKILLED AND TRAINED WORKFORCE MONTHLY UTILIZATION REPORT LOS ANGELES COUNTY

Project: _____

Report Date: _____

Project Code: _____

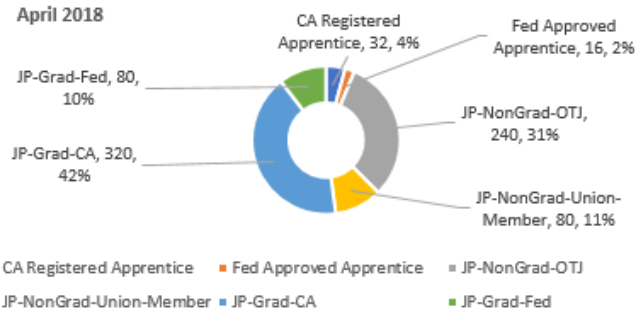
Date Range: _____

Contractor: _____

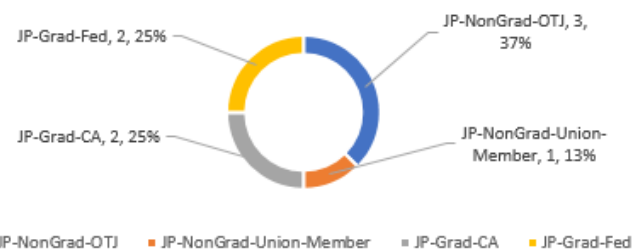
Skilled & Trained Worker Requirement: _____

CRAFT	SKILLED AND TRAINED DESIGNATION	Number of Workers	Month Hours Worked	Percentage of Skilled & Trained Workers	& Trained Craft Hours
Carpenter	CA Registered Apprentice	2	32	18%	4%
	Fed Approved Apprentice	1	16	9%	2%
	JP-NonGrad-OTJ	3	240	27%	31%
	JP-NonGrad-Union-Member	1	80	9%	10%
	JP-Grad-CA	2	320	18%	42%
	JP-Grad-Fed	2	80	18%	10%
Total		11	768	100%	100%

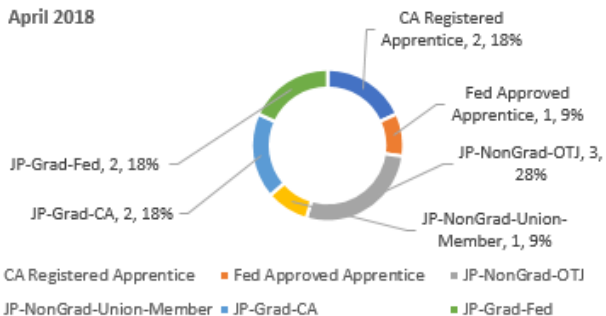
**Carpenter Craft Hours
April 2018**



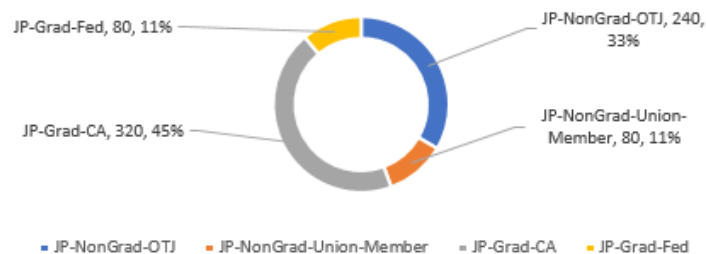
**Skilled & Trained
Graduated Journeyperson Workers
April 2018**



**Carpenter Craft Workers
April 2018**



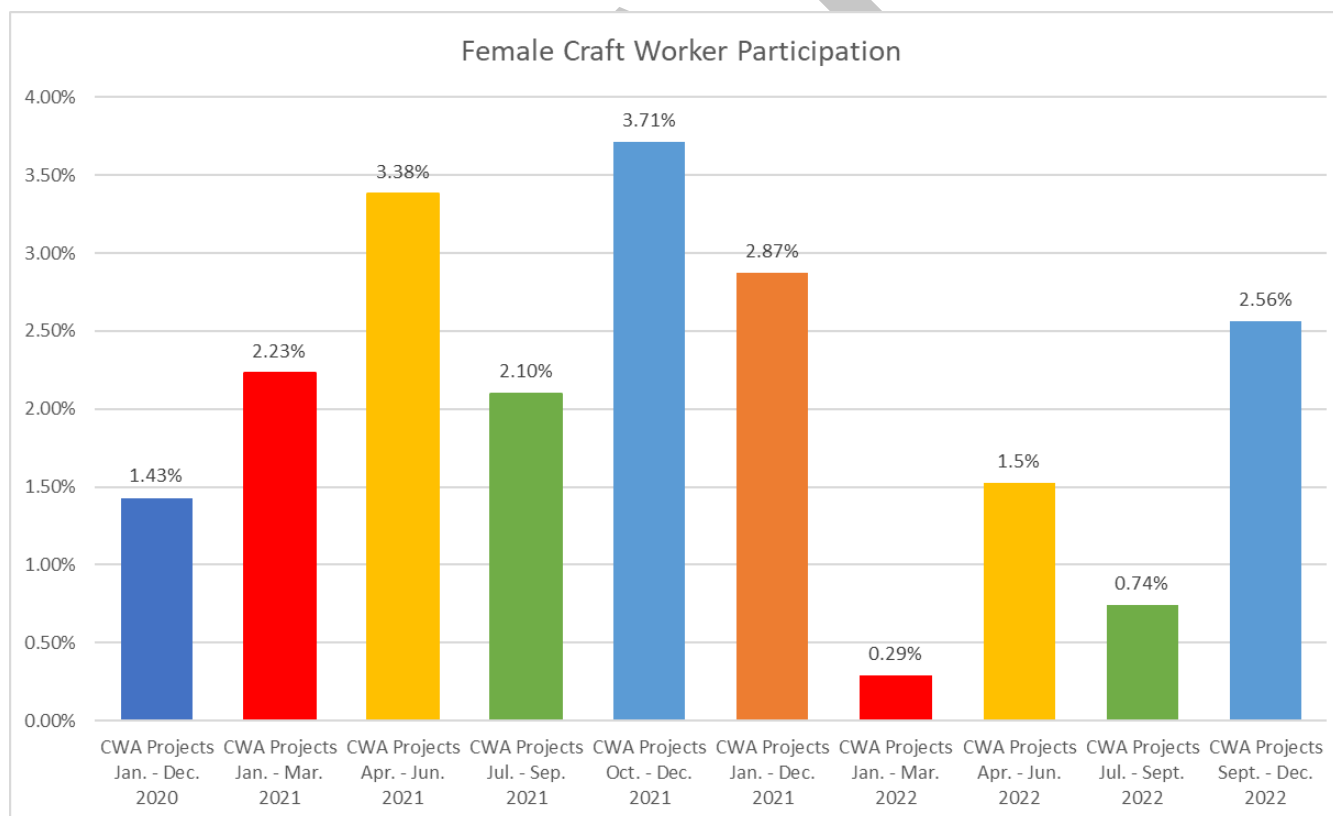
**Skilled & Trained Graduated Journeyperson Hours
April 2018**



Project Name	Project Type	Tier 1 & 2 Local Labor Hours	California Construction Labor Hours	Local Participation Percentage	Targeted Participation Percentage	Department/ Division	Local and Targeted Apprentice Hours	Total Apprentice Hours	Local and Targeted Apprentice Participation Percentage	Apprentice Participation Percentage
Sample Project 1	Mandatory	10,381	36,460	28.5%	23.3%	PMD II	2880	5000	57.6%	15.89%
Sample Project 2	Best Efforts	-	38	0.0%	0.0%	RMD	0	8	0.0%	26.67%
Sample Project 3	CWA	3,290	10,233	32.1%	17.2%	PMD III	550	1540	35.71%	17.72%

EMPLOYEE DEMOGRAPHICS

Area	Total Number of Workers Jan 01-Feb 29	% of Total Workers Jan 01-Feb 29	Total Hours Worked Jan 01-Feb 29	% of Total Hours Worked Jan 01-Feb 29	Cumulative Total Number of Workers	Cumulative % of Total Workers	Cumulative Total Hours Worked	Cumulative % of Total Hours Worked	Cumulative Wages w/ Benefits	Cumulative Wages w/o Benefits	Cumulative Number of Journeymen	Cumulative Journeyman Hours	Cumulative Journeyman Hours %	Cumulative Number of Apprentices	Cumulative Apprentice Hours	Cumulative Apprentice Hours %
Demographic Profile																
African American	4	1.6%	276.00	0.98%	4	1.6%	276.00	0.98%	\$20,762.23	\$5,857.30	4	276.00	0.98%	0	0.00	0.00%
Asian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00%	0	0.00	0.00%
Caucasian	68	19.65%	2,623.25	9.35%	68	19.65%	2,623.25	9.35%	\$202,514.04	\$133,467.41	54	2,270.75	8.09%	15	352.50	1.26%
Hispanic	169	48.84%	17,651.13	62.90%	169	48.84%	17,651.13	62.90%	\$1219,225.06	\$769,035.74	140	13,675.13	48.73%	33	3,976.00	14.17%
Native American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00%	0	0.00	0.00%
Not Specified	96	27.75%	6,431.50	22.92%	96	27.75%	6,431.50	22.92%	\$406,118.75	\$257,542.96	68	4,723.00	16.83%	32	1,708.50	6.09%
Other	9	2.60%	1,078.50	3.84%	9	2.60%	1,078.50	3.84%	\$69,363.19	\$44,377.28	5	868.50	3.10%	4	210.00	0.75%
Male	341	98.55%	27,844.38	99.23%	341	98.55%	27,844.38	99.23%	\$1,903,328.51	\$1,211,445.55	269	21,685.38	77.28%	81	6,159.00	21.95%
Female	5	1.45%	216.00	0.77%	5	1.45%	216.00	0.77%	\$11,684.75	\$8,835.14	2	128.00	0.46%	3	88.00	0.31%
Veteran	3	0.87%	434.00	1.55%	3	0.87%	434.00	1.55%	\$36,434.00	\$23,467.78	1	266.00	0.95%	2	168.00	0.60%
Total Employees	346	100.00%	28,060.38	100.00%	346	100.00%	28,060.38	100.00%	\$1,915,013.26	\$1,220,280.69	271	21,813.38	77.74%	84	6,247.00	22.26%





Local Hire Contractor Performance Report
 1/1/2010 – 2/29/2024
 OLIVE VIEW-UCLA MEDICAL CENTER FIRE ALARM/NURSE CALL SYSTEMS PROJECT - PW15507
 the PENTA Building Group

Date Printed: Thursday, March 14,
 2024 9:42 PM

Contractor	Sub To	Project Total		Local Resident - 30%			Targeted Worker - 10%			Apprentices - 20%			Local & Targeted Apprentices - 50%		
		Total Hours on Project	Total Wages + Benefits	Percentage	Hours	Wages + Benefits	Percentage	Hours	Wages + Benefits	Percentage	Hours	Wages + Benefits	Percentage	Hours	Wages + Benefits
ACCO ENGINEERED SYSTEMS, INC.	Sunbelt Electric Company Inc.	30	\$2,675	26.67%	8	\$663	0.00%	0	\$0	0.00%	0	\$0	0.00%	0	\$0
ADVANCED CABLE SOLUTIONS, INC.	the PENTA Building Group	28,535	\$1,702,865	55.37%	15,799	\$877,434	13.93%	3,975	\$254,416	27.91%	7,965	\$329,138	68.36%	5,445	\$207,176
All 5's Construction, LLC	the PENTA Building Group	64,016	\$4,728,981	39.39%	25,218	\$1,679,257	10.38%	6,645	\$514,391	22.04%	14,110	\$789,596	80.89%	11,413	\$614,107
Avcom Systems, Inc DBA Callide Technical	the PENTA Building Group	23,596	\$1,342,797	61.94%	14,614	\$731,039	14.90%	3,517	\$229,472	40.62%	9,585	\$404,329	100.00%	9,585	\$404,329
Bonas Company	the PENTA Building Group	5,467	\$278,205	63.29%	3,460	\$168,943	5.62%	307	\$15,927	19.68%	1,076	\$40,583	100.00%	1,076	\$40,583
Bragg Crane Service	MEADOWS SHEET METAL AND AIR CONDITIONING	49	\$5,539	21.43%	11	\$1,153	0.00%	0	\$0	0.00%	0	\$0	0.00%	0	\$0
COSCO FIRE PROTECTION, INC.	the PENTA Building Group	430	\$30,100	40.47%	174	\$9,893	0.00%	0	\$0	44.65%	192	\$10,882	37.50%	72	\$2,825
EHC Group, Inc.	the PENTA Building Group	116	\$7,728	100.00%	116	\$7,728	0.00%	0	\$0	41.38%	48	\$2,878	100.00%	48	\$2,878
Gaul & Gaul dba Craftsman	MEADOWS SHEET METAL AND AIR CONDITIONING	121	\$9,271	44.63%	54	\$4,056	0.00%	0	\$0	10.74%	13	\$753	0.00%	0	\$0
Gaul & Gaul dba Craftsman	Sunbelt Electric Company Inc.	247	\$19,195	44.94%	111	\$8,738	0.00%	0	\$0	11.94%	30	\$1,584	18.64%	6	\$274
GGG Demolition, Inc.	the PENTA Building Group	3,561	\$232,872	74.71%	2,660	\$172,384	30.16%	1,074	\$69,644	0.00%	0	\$0	0.00%	0	\$0
H.L. Moe Co., Inc.	the PENTA Building Group	329	\$27,739	19.48%	64	\$4,142	0.00%	0	\$0	19.48%	64	\$4,142	100.00%	64	\$4,142
the PENTA Building Group	PRIME	1,452	\$103,010	29.20%	424	\$27,796	2.75%	40	\$3,019	N/A	N/A	N/A	100.00%	384	\$24,777
Project Total:		127,947	\$8,490,977	49.01%	62,712	\$3,693,227	12.16%	15,558	\$1,086,869	26.15%	33,082	\$1,583,884	83.94%	28,092	\$1,301,091

Excluded Contractor(s) for Apprentices - LETNER ROOFING CO.,MEADOWS SHEET METAL AND AIR CONDITIONING,N/A,Precision Air Balance,PREMIER TILE AND MARBLE,SAFE SCAFFOLDING,SO-CAL INSULATION, INC.,Sunbelt Electric Company Inc.,the PENTA Building Group,WEST COAST FIRE STOPPING,XL Fire Protection
 Excluded Craft(s) for Apprentices- N/A

Project Name:

Proof of Fringe Benefit Payments

Contractor Name	Proof of Trust Fund Payments Letter Submission Date	Union/Craft	Payments for Month/Year
Avcom Systems, Inc DBA Callide Technical	10/28/2021	Southern California IBEW-NECA Administrative Corporation	Sept. 2021

BUSINESS UTILIZATION REPORT

Report Date: _____

Date Range: _____

Projects Selected: Multiple

Subcontractors Selected: All

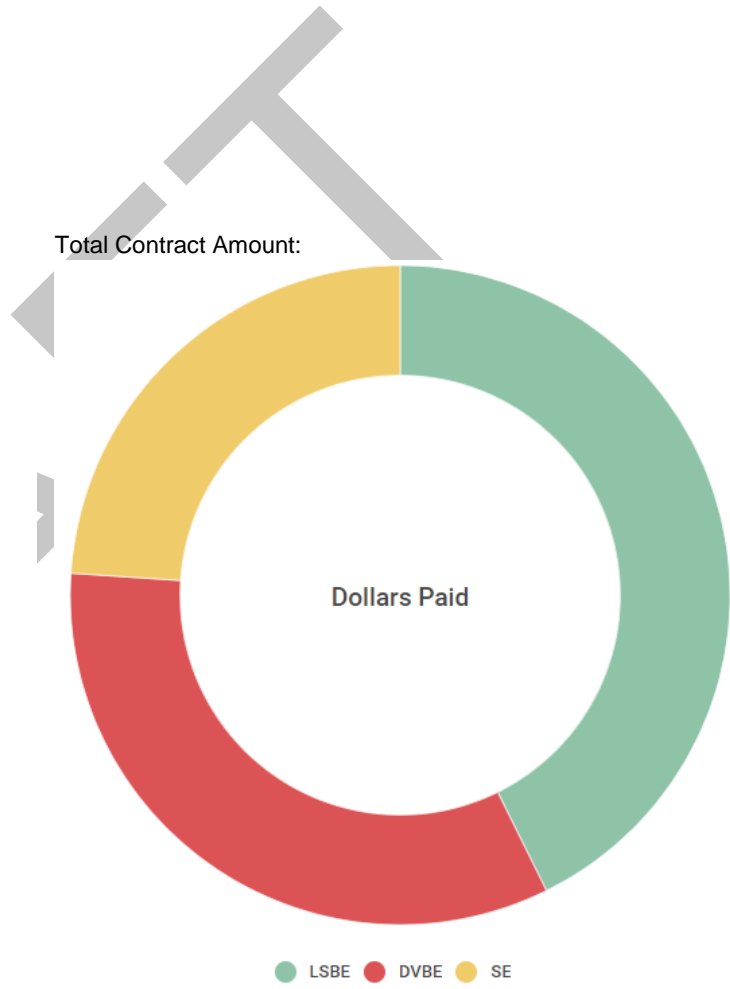
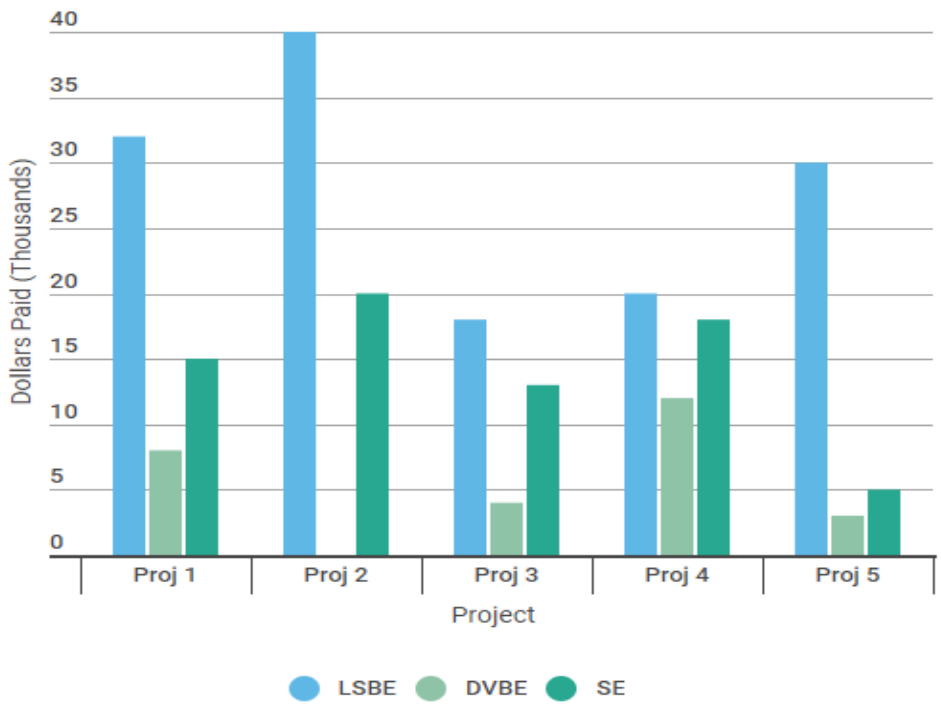


Exhibit B PRICING SCHEDULE

Local and Targeted Worker Hiring Program and Community Workforce Agreement and Related Services

1.0 ONE-TIME IMPLEMENTATION FEES

Services Detail	Cost
1.1 - Module 1: Labor Compliance (LTWHP)	
1.1.1 – Project Administration	0.00
1.1.2 – Requirements Verification	0.00
1.1.3 – Licensed Software (System Delivery)	0.00
1.1.4 – User Acceptance Testing	0.00
1.1.5 – Data Migration	0.00
1.1.6 – Training	0.00
1.1.7 – Implementation (Final Acceptance)	0.00
1.1.8 - Total Implementation Cost for Module 1	0.00
1.2.1 – Project Administration	0.00
1.2.2 – Requirements Verification	0.00
1.2.3 – Licensed Software (System Delivery)	0.00
1.2.4 – User Testing	0.00
1.2.5 – Data Migration	0.00
1.2.6 – Training	0.00
1.2.7 – Implementation (Final Acceptance)	0.00
1.2.8 - Total Implementation Cost for Module 2	0.00
1.3 - Total One-Time Implementation Fees	0.00

2.0 ANNUAL SUBSCRIPTION FEES*

Services Detail	Annual Cost**
Module 1: Labor Compliance (LTWHP)	
<i>Tier 1 Up to 2 billion dollars in active construction contracts</i>	\$82,083.47
<i>Tier 2*** 2 to 4 billion dollars in active construction contracts</i>	\$116,741.32
<i>Tier 3 4 to 6 billion dollars in active construction contracts</i>	\$150,487.13
<i>Tier 4 6 to 8 billion dollars in active construction contracts</i>	\$182,408.83
<i>Tier 5 8 to 10 billion dollars in active construction contracts</i>	\$213,418.49
Module 2: Business Utilization	
<i>Tier 1 Up to 250 monitored contracts</i>	\$0.00
<i>Tier 2*** Up to 500 monitored contracts</i>	\$0.00
<i>Tier 3 Up to 1000 monitored contracts</i>	\$0.00
<i>Tier 4 Up to 2000 monitored contracts</i>	\$0.00
<i>Tier 5 Up to 3000 monitored contracts</i>	\$0.00
Total Annual Subscription Fees for Tier 2*** of Module 1 and Module 2	\$116,741.32

Annual Subscription Fees Footnotes:

* Annual subscription rate to include all required work specified in the RFP and Contract, including but not limited to, (1) Unlimited administrative users; (2) Unlimited User access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for Users; (5) Web-based training for all Users; (6) Supplemental online video training; and (7) vendor hosting.

** This annual cost shall be applied across all contract years, including the renewal years if exercised by County. The Annual Subscription Fees will be initially invoiced following successful Final Acceptance of the System, and every one year thereafter from the date of Final Acceptance.

*** Tier 2 baseline shall be based on a total aggregate construction contracts totaling 2-4 billion dollars and for up to 500 monitored contracts.

3.0 ADDITIONAL TRAINING SESSIONS FEES

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

Services Detail	Session Cost*	Unit	Total Cost
3.1 Train-the-trainer training sessions (25 students, 4 hour class)	\$750	5	\$3,750.00
3.2 Comprehensive training for users (25 students, 3 hour class)	\$550	5	\$2,750.00
Total Additional Training Sessions Fees			\$6,500.00

Additional Training Session Fees Footnotes:

*Session Cost shall be fully-loaded

4.0 POOL DOLLARS

Pool Dollars will be used to pay for Professional Services and/or Optional Work, when requested by the County. The rates for services will be paid based on the Firm Fixed Hourly Rate for Optional Work.

Services Detail	Total Cost
Pool Dollars	\$117,000.00

5.0 FEE SUMMARY

Services Detail	Total Cost
1.0 Total One-Time Implementation Fees	\$0.00
2.0 Total Annual Subscription Fees for Modules 1 and 2 – YEAR 1	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 2	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 3	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 4	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 5	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 6*	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 7*	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 8*	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 9*	\$116,741.32
Total Annual Subscription Fees for Modules 1 and 2 – YEAR 10*	\$116,741.32
3.0 Total Additional Training Sessions Fees	\$6,500.00
4.0 Pool Dollars	\$117,000.00
Total Maximum Contract Sum	\$1,290,913.20

* If exercised by the County.

6.0 FIRM FIXED HOURLY RATE FOR OPTIONAL WORK

Firm Fixed Hourly Rate for Optional Work	\$275.00/hour
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EXHIBIT C INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

A. 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.

II. INTELLECTUAL PROPERTY INDEMNIFICATION

1.1.1 Contractor shall indemnify, hold harmless, and defend County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Solution, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the "Indemnified Items") (collectively referred to for purposes of this Sub-paragraph as "Infringement Claim(s)"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by County and based on specifications provided by County when Contractor has advised County of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

1.1.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section II (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as

required in Section II (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph "Remedial Act(s)").

- 1.1.3 If Contractor fails to complete the Remedial Acts described in Sub-section 1.1.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default pursuant to the Termination for Default provision, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor under the Contract, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

III. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General

Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-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 NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a 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 emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (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 providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

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

D. Failure to Maintain Insurance

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

E. Insurer Financial Ratings

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

F. Contractor's Insurance Shall Be Primary

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

G. Waivers of Subrogation

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

H. Sub-Contractor Insurance Coverage Requirements

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

I. Deductibles and Self-Insured Retentions (SIRs)

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

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

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

IV. INSURANCE COVERAGE

- A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

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

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

- D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- E. Information Technology Insurance Requirements:

1. Technology Errors and Omissions

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million. Please note that the limit is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

2. Privacy/Network Security (Cyber Liability)

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$10 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability(errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

EXHIBIT D
ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

1. DEFINITIONS

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

1.1 Acceptance

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

1.2 County Data

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

1.3 Deliverable(s)

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

1.4 Documentation

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

1.5 Error

With respect to the System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the System, Support Services, other

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

1.6 Final Acceptance

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

1.7 Hosted Services

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

1.8 System

The Licensed Software, Subscription Services that include Support Services and Maintenance Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the Local and Targeted Worker Hire Monitoring and Business Utilization Tracking System to County as a "software as a service," in accordance with this Contract.

1.9 Licensed Software or System Software

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

1.10 Maintenance Services

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

1.11 Optional Work

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

1.12 Production Use/Productive Use

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

1.13 Professional Services

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

1.14 Specifications

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

1.15 Revisions

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

1.16 Services

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

1.17 Subscription Services

Collectively includes use of the System, Hosting Services, Maintenance Services and Support Services as provided in Exhibit A (Scope of Services).

1.18 Support Services

As defined in Exhibit A (Scope of Services).

1.19 Third Party Product (If Applicable)

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

1.20 Users

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

1.21 Work Product

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

this Contract ("Background Intellectual Property") or (b) the Licensed Software or any modifications thereto made by Contractor.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant

2.1.1 Scope of License

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

2.1.2 Documentation

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

2.2 Revisions

2.2.1 Notice of Revisions

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

2.2.2 Revisions During Term

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

2.3 Work Product and Background Intellectual Property

2.3.1 Ownership of County Data

All County Data provided or made accessible to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the System. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably

requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

2.3.2 Ownership of Background Intellectual Property & Licensed Software

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product (If Applicable)

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

3. SERVICES.

3.1 Services Generally

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

3.2 Training

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Scope of Services) at no additional

charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

3.3 Support Services and Maintenance Services

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

4. ACCEPTANCE

4.1 Acceptance Criteria

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

4.2 Acceptance Tests

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

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

4.3 Production Use

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

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

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

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

4.4.2 Final Acceptance

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

4.5 Failed Testing

- 4.5.1 If the County's Project Director makes a good faith determination at any time that the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as "Designated Test"), the County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as

quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, milestones, and/or System as will permit the System, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test.

5. INTENTIONALLY OMMITTED

6. DISABLING DEVICE

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

7. NON-INFRINGEMENT

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

8. PENDING LITIGATION

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other

information, Contractor has no knowledge of a failure of the System to perform in accordance with the requirements of this Contract.

9. ASSIGNMENT OF WARRANTIES

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

10. OTHER WARRANTIES

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

11. MAINTENANCE SERVICES

During the term of this Contract, Contractor shall provide the Maintenance Services as part of Subscription Services and remedy Errors within the Resolution Time Requirements as described in Exhibit A (Scope of Services), in exchange for County's payment of the applicable fees set forth on Exhibit B (Pricing Schedule) in accordance with this Contract. There shall be no additional charge to County for on-site support services beyond the applicable Maintenance Services fees set forth in Exhibit B (Pricing Schedule) to remedy a breach of this Contract, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Contract.

12. SYSTEM PERFORMANCE REQUIREMENTS

Contractor represents and warrants that when operated in conformance with the terms of this Contract, the Licensed Software and/or Services (as applicable) shall achieve the System Performance Requirements set forth in Exhibit A (Scope of Services).

13. DATA DESTRUCTION

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

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

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

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

14. TERMINATION TRANSITION SERVICES

14.1 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

14.2 Upon the expiration or termination of this Contract, County may require Contractor to provide services at no additional cost to assist County to transition System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Section 14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to

withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

DRAFT

EXHIBIT E

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or

destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational

assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and

- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives

from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers

regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with

its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or

destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeff Aguilar
Acting, Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Paul Lam
Departmental Information Security Officer
900 South Fremont Ave.
Alhambra, CA 91803
(626) 458-5929
pslam@dpw.lacounty.gov

- b. Include the following Information in all notices:
- i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY WORKFORCE AGREEMENT MONITORING SYSTEM
AND RELATED SERVICES**

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	LCPtracker, Inc.								
	GCAP Services, Inc.		X	X		X			

NON-SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
	None								

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY WORKFORCE AGREEMENT MONITORING SYSTEM
AND RELATED SERVICES**

FIRM INFORMATION*		LCPtracker, Inc.						
BUSINESS STRUCTURE		Corporation						
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP						
OWNERS/PARTNERS	Black/African American							
	Hispanic/Latino							
	Asian or Pacific Islander							
	Native American							
	Subcontinent Asian							
	White	100%						
	Female (included above)	11%						
		NUMBER						
Total No. of Employees		157						
COUNTY CERTIFICATION								
CBE		N/A						
LSBE		N/A						
OTHER CERTIFYING AGENCY		N/A						


*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

🏠 Home (/LACoBids/)

⊕ Solicitation Detail

Solicitation Number:	BRC0000491		
Title:	Local Targeted Worker Hiring Program and Community Workforce Agreement Monitoring System and Related Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$550,000.00
Commodity:	MAINTENANCE/SUPPORT - SOFTWARE		
Description:	<p>Visit Public Works website at https://dpw.lacounty.gov/contracts/opportunities.aspx , to access RFP documents. Proposals received after the deadline will not be accepted.</p> <p>The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide a web-based solution for a Local and Targeted Worker Hire Monitoring and Business Utilization Tracking System and related services for contracts throughout the County of Los Angeles.</p> <p>A pre-proposal virtual conference to answer questions concerning the project will be held on Monday, August 26, 2024, at 3:00 p.m., via Microsoft Teams. Those who wish to attend must click the link titled "Pre-Proposal Conference Meeting (Live)" on the project page located at the website below to join. https://dpw.lacounty.gov/contracts/opportunities.aspx</p> <p>Submit questions relating to this solicitation to person listed below.</p>		

Less

Open Day:	8/8/2024	Close Date:	10/23/2024 5:30:00 PM
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584
Contact Email:	rrubio@dpw.lacounty.gov		
Last Changed On:	10/16/2024 4:33:47 PM		
Attachment File (0) :	<div>  Click here to download attachment files. </div>		



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