

1000 S. Fremont Avenue, Unit #40 Building A-9 East, Ground Floor Alhambra, CA 91803 (626) 588-5060

RPOSD.LACounty.gov

June 17, 2025

The Honorable Board of Directors Los Angeles County Regional Park and Open Space District 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Directors:

APPROVAL OF CONTRACT FOR NEW GRANTS MANAGEMENT SYSTEM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES) CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Approval of the recommended actions will allow the Los Angeles County Regional Park and Open Space District (RPOSD) to execute an agreement for the development and implementation of a new grants management system (New GMS) to replace and modernize the existing Grants Management System (Legacy GMS). The New GMS will streamline RPOSD's grantmaking processes, enhance transparency, improve evaluation, and support efficient, scalable management of Measure A and Proposition A grants.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
- 2. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to execute and administer a contract (Attachment I) with REI Systems, Inc. over a five (5) years initial term; with an option of three (3) one (1) year and up to six (6) additional month-to-month extensions; for a total potential term of eight (8) years and six (6) months (Contract) for \$1,520,872, which includes a contingency of 10%.
- 3. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to execute amendments, or change notices to the contract and to terminate the Contract, if necessary, in accordance with the Contract's termination provisions, including termination for convenience.

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4. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to solicit and execute future technical services and technology solutions agreements related to grants management, to ensure no interruptions to RPOSD's grantmaking operations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to enable RPOSD to modernize and improve its Legacy GMS, supporting the agency's mission of grantmaking, accountability, and service to the public. RPOSD, as a California Special District governed by the Los Angeles County Board of Supervisors acting as RPOSD's governing body, is responsible for distributing grant funds to parks, recreational facilities, trails, and open spaces throughout the County. Since 1992, RPOSD has awarded over \$1.7 billion in grants to a wide array of stakeholders, ensuring equitable access to funding for cities, County departments, state and local agencies, and community-based organizations. Measure A, passed by voters in 2016, provides RPOSD with a perpetual funding stream, generating approximately \$117 million annually, which is essential for RPOSD's ongoing grantmaking and operational activities.

The Legacy GMS has served RPOSD since 2018 but requires significant updates to meet current and future needs. This contract, initially set to expire in December 2024, was extended by your Board in on November 6, 2024, through June 30, 2025, with optional month-to-month extensions until March 31, 2026, at no additional cost. The extension provided RPOSD with time to complete a solicitation and will allow for the implementation of the New GMS. This extension ensures continuity of grant operations while RPOSD transitions to a more robust, efficient, and scalable system.

The New GMS will streamline RPOSD's grant processes, improve evaluation capabilities, and support greater transparency and responsiveness in managing both Measure A and Proposition A grant programs. It will also serve as a critical tool for achieving RPOSD's strategic goals and its long-term commitment to equitable grant distribution across the County.

The recommended delegation of authority will ensure RPOSD's ability to secure additional technology and technical services directly supporting the implementation, enhancement, and continued performance of the grant making system technology. Allowing for seamless and efficient delivery of these system is a crucial component of the grantmaking duties carried out by RPOSD. The entities that rely upon RPOSD funding for park projects utilize these systems for project approvals, budgeting, reimbursement, and compliance. The future need for additional technology and technical services may include systems integration, data analytics, mapping tools, training platforms, or other services required to fully realize the goals of a modernized, responsive, and efficient grantmaking operation.

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CONTRACTING PROCESS

On August 22, 2024, RPOSD released a Request for Proposals (RFP), inviting qualified proposers to submit bids for the development and implementation of the New GMS. RPOSD received nine proposals. Following an initial review, five proposals were determined to meet the RFP's mandatory minimum requirements and proceeded to further evaluation. Four proposals were deemed unresponsive and were disqualified.

Based on the evaluation of the proposals, it is recommended that the Contract for the development and implementation of a New GMS be awarded to the highest-rated, most responsive, and responsible proposer as recommended. Therefore, RPOSD seeks authority to award the Contract to REI Systems, Inc. for \$1,520,872, which includes a contingency of 10%.

Awarding this agreement will allow for an overlap with the Legacy GMS vendor, ensuring that the New GMS is developed, data is migrated, staff are trained, online applications and forms are prepared, and users are educated before the system goes live.

Implementation of Strategic Plan Goals

The recommended actions align with the following strategic goals of the County's Strategic Plan, specifically: North Star 2 – Foster Vibrant and Resilient Communities; Focus Area D – Sustainability, and North Star 3 – Realize Tomorrow's Government Today, Focus Area D – Streamlined and Equitable Contracting and Procurement, Strategy ii Modernize Contracting and Procurement.

FISCAL IMPACT/FINANCING

Sufficient appropriation, in the amount of \$1,520,872, is budgeted in the RPOSD Available Excess Fund as funded by the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A) and the Safe Neighborhood Park, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection Measures of 1992 and 1996 (Proposition A).

The recommendation action will not result in any impact to Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RPOSD is authorized to enter into agreements and/or contracts for goods and/or services pursuant to State of California Public Resources Code Section 5543, subject to delegated authority by your Board.

Pursuant to the Change Notices and Amendments section of the Agreement, the Agreement may be amended by further written agreements between the parties.

The recommended actions have been reviewed and approved by County Counsel as to form. In compliance with Board Policy 6.020, the Office of the Chief Information Officer

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(OCIO) reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Contract for a New GMS is not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed action to approve the Contract is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Contract will address the pressing need for a New GMS to modernize and increase efficiency and effectiveness of RPOSD's operations and streamline delivery of grant-funded projects and programs. No interruption to RPOSD's grantmaking will result because of this contract award.

CONCLUSION

Upon your approval of the recommended actions, the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District will proceed to execute the Contract.

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Regional Park and Open Space District.

For any questions on this board letter, please contact Mark Glassock at mglassock@rposd.lacounty.gov or (626) 588-5031, or Johanna Hernandez at (626) 588-5370 or bll@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González

Mine France Lingules

Director

Reviewed By:

Peter Loo

Chief Information Officer

NEGG:CA:MG:mrt

Attachments

c: Chief Executive Office County Counsel

Executive Office, Board of Supervisors

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EXHIBIT A STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Purpose

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with the development and implementation of a new Grants Management System (GMS) for the Los Angeles County Regional Park and Open Space District (RPOSD). The New GMS will replace RPOSD's Legacy GMS and is intended to modernize, streamline, and enhance RPOSD's grantmaking operations and stakeholder engagement.

1.2 Objectives

REI. (REI) shall be responsible for leading the implementation of the proposed New GMS and completing all specific Work Requirements included in Section 9 of this SOW. Through the completion of the requested implementation activities, RPOSD intends to achieve the following future state objectives:

- 1.2.1 Grants business process transformation: The Webgrants solution also known as GMS (Legacy GMS) requires RPOSD and external grantee users to complete manual processes within the system. This increases the time to complete business processes, duplicates user activities, and increases the likelihood of data entry errors. REI will implement a new GMS that streamlines and modernizes business processes by taking advantage of operational process automation, improved workflow functionality and streamlined workforce management, reduced need for manual data entry, and enhanced communications between RPOSD and grantees. By taking advantage of this business transformation opportunity, RPOSD envisions improving the relationship with grantees and providing enhanced value and benefits to the constituents of Los Angeles County.
- 1.2.2 Enhanced Self-Service Portal capabilities: RPOSD seeks to enhance grantee self-service capabilities with a grantee self-service portal that improves communication and coordination with RPOSD grant officers, enhances tracking of grant activities, grant reimbursement processing, account and user administration, and grantee reporting functionality.
- 1.2.3 Improved workflow functionality: The Legacy GMS has basic workflow capabilities that RPOSD seeks to improve by implementing a new GMS with enhanced workflow functionality that can help ensure that tasks are carried out quickly and efficiently by grantor and grantee users, with predefined activities and user notifications. Where possible, RPOSD also seeks to automate workflow activities to help reduce the number of routine tasks RPOSD resources and grantees must complete.
- 1.2.4 Improved reporting capabilities: RPOSD seeks to enable users to generate and modify their own reports without requiring technical support

from IT resources, while improving the quality of the standard reports available to users. Current reporting capabilities of the legacy GMS are limited and RPOSD desires improved reporting capabilities that can assist us in improving business operations and streamline financial, management, transactional, and compliance reporting.

1.2.5 Successful Data Migration and Transition: Ensure the accurate, secure, and complete migration of historical and active data from RPOSD's Legacy GMS into the New GMS, minimizing downtime, preserving data integrity, and supporting a seamless transition for internal users and external grantees.

1.3 Scope

REI shall provide all services, resources, project management, technology, and deliverables necessary to implement a comprehensive, scalable, secure, and user-friendly GMS in alignment with RPOSD's business and technical needs. The scope includes, but is not limited to:

- 1.3.1 Project Planning and Kickoff including stakeholder alignment, detailed work plan, and final schedule.
- 1.3.2 System Configuration, Validation and Development inclusive of workflows, business rules, templates, dashboards, and reports tailored to RPOSD's program needs.
- 1.3.3 System Integration including integration with internal systems such as Esri GIS, eCAPS (County Financial System), and others as identified by RPOSD.
- 1.3.4 Data Migration safe and accurate transfer of historical and active data from RPOSD's Legacy GMS to the new system.
- 1.3.5 Testing encompassing system, integration, User Acceptance Testing (UAT), and resolution of identified issues.
- 1.3.6 Training comprehensive training for system administrators, program staff, and external users.
- 1.3.7 Deployment and Go-Live Support including production environment setup, go-live planning, and user onboarding.
- 1.3.8 Post-Implementation Stabilization monitoring, bug resolution, and minor adjustments during the stabilization period.
- 1.3.9 Support Services including system maintenance, user support, system updates, and long-term enhancements under agreed Service Level Agreements (SLAs).

1.4 Functional Requirements Compliance

REI shall deliver a system that satisfies the business, functional, and technical requirements outlined in Attachment 3 – RPOSD System Requirements of the RFP. REI's proposal identified each requirement as a fit or gap, and this response shall serve as the baseline for system delivery unless otherwise amended in writing during requirements validation.

1.5 Deliverables

REI shall be responsible for completing the below list of deliverables (see 'REI Deliverable Name' column) during the implementation and maintenance and support service periods requested by RPOSD. Additional details for the requested deliverables can be found in Section 9, Specific Work Requirements. Contractor Deliverables

REI will be responsible for completing the below list of deliverables (see 'REI Deliverable Name' column) during the implementation and maintenance and support service periods requested by RPOSD. Additional details for the requested deliverables can be found in **Section 9**, **Specific Work Requirements**.

SOW Section	Implementation or System Support Service	RPOSD Deliverable Name	REI Deliverable Name
9.2	Project Initiation Management	Project Control Document (PCD)	Project Management Plan (with project control approach)
		Weekly and monthly status report templates	Weekly and monthly status report templates
9.3	Requirements Validation	Validated requirements traceability matrix	Requirements Traceability Matrix
9.4	Security Design	Security architecture diagram	Security Architecture Diagram (to be included in the System Security Plan (SSP))
		System security detail documentation	Platform SSP Document
9.5	Design and Configure the	Functional / configuration design documents	Functional Requirements Specifications
	Solution	Documentation of custom code	Technical Specifications Document
9.6	Technical Build	Complete inventory of integrations	Technical Design Document

			·
		Technical design documents, including integration design documentation	Technical Design Document
		Final application architecture diagrams	Technical Design Document
9.7	Data Conversion and Migration	Data conversion strategy and plan	Data Conversion Plan
		Final data mapping	Data Mapping Document
		Conversion process design documents	Data Conversion Plan
9.8	Testing	Test strategy and plan	Test Strategy Document;
			Project Schedule (with Testing activities)
		Unit, integration, and end-to- end test cases	Requirements Traceability Matrix
		User acceptance test cases	UAT Scripts
		Test summary report (to be completed after each test cycle)	Test Summary Report
9.9	Organizational Change Management and Training (OCMT)	Validated future state business process flows	Functional Requirements Specifications (with To-Be process flows)
		Business process improvement report including KPIs	To be determined during functional requirements
		Training plan	Training Plan
		Training materials / GMS user guides	User Guides
		Completion of training delivery	Training to RPOSD staff, RPOSD Trainer, RPOSD Administrator, and RPOSD grantees.
9.10	Deployment and	Deployment / cutover plan	Deployment Cutover Plan
	Cutover	Deployment criteria checklist	Deployment Cutover Plan
9.11	Acceptance and Warranty Period	Acceptance and warranty period report (final deployment acceptance)	Acceptance and Warranty Period Report

9.13	Maintenance and	Monthly support service report	Monthly Support Summary
	Support Services		Report

2 TERM AND PROJECT SCHEDULE

2.1 Term of Agreement

The term of this Agreement shall commence upon the Effective Date of execution by all parties and shall remain in effect for five (5) years, unless terminated earlier in accordance with the terms of the Contract. The term includes both implementation and maintenance/support periods. RPOSD reserves the right to exercise three (3) optional one-year extensions, and up to six (6) additional month-to-month extensions, at its sole discretion, for a total potential term of eight (8) years and six (6) months.

2.2 Project Phases and Timeline

The project will be delivered in the following major phases:

Phase	Estimated Start Date	Estimated End Date
Project Kick-Off and Planning	July 2025	August 2025
Requirements Validation and Design	August 2025	October 2025
System Configuration and Deployment	October 2025	December 2025
Data Migration and Testing	November 2025	February 2026
Training and Deployment	January 2026	March 2026
Go-Live	March 2026	
Warranty/Stabilization Period	March 2026	June 2026
Maintenance and Support (Initial)	July 2026	June 2030

2.3 Schedule Adjustments

The above timeline is subject to adjustment upon mutual agreement between REI and RPOSD. REI shall notify RPOSD of any schedule risks or delays as early as reasonably possible and shall propose a recovery plan, subject to RPOSD approval.

2.4 Deliverable Schedule

Specific deliverables and their due dates will be documented in the Project Management Plan and reviewed during weekly and monthly status meetings. All deliverables are subject to review and formal acceptance by RPOSD.

3 ROLES AND RESPONSIBILITIES

This section outlines the respective roles and responsibilities of REI (Contractor) and the Los Angeles County Regional Park and Open Space District (RPOSD) throughout the life of the contract.

3.1 REI Responsibilities

REI shall:

- 3.1.1 Provide all labor, project management, technology, and materials necessary to fulfill the implementation and support of the New GMS in accordance with this SOW.
- 3.1.2 Lead all project phases including initiation, design, development, testing, deployment, training, and stabilization.
- 3.1.3 Provide all required documentation and deliverables outlined in Section 1.4 and Section 9.
- 3.1.4 Collaborate with RPOSD to finalize detailed requirements, configurations, and business process improvements.
- 3.1.5 Ensure that all staff assigned to the project have the appropriate skills and experience to perform the services outlined in this SOW.
- 3.1.6 Maintain continuous communication with RPOSD, including participation in weekly status meetings and timely reporting of issues, risks, and milestones.
- 3.1.7 Provide system training to RPOSD staff as outlined in the Training Plan and deliver training materials designed for external user onboarding.
- 3.1.8 Deliver post-implementation support in accordance with the defined Service Level Objectives (SLOs).
- 3.1.9 Comply with all County cybersecurity, data protection, and privacy policies as applicable.

3.2 REI Roles

3.2.1 Project Manager: Serves as the primary point of contact with RPOSD and is responsible for overall project planning, execution, timeline adherence, risk management, and communication. This individual will ensure coordination across workstreams and alignment with RPOSD's project objectives.

- 3.2.2 Functional / Business Lead: Leads requirements validation, business process analysis, and solution configuration to meet RPOSD's grantmaking needs. This role works closely with RPOSD stakeholders to ensure the system reflects current operations and future goals, and will oversee documentation of functional requirements.
- 3.2.3 Technical Lead: Responsible for system architecture, data migration, and integration development. Oversees technical design specifications and ensures successful connection with County systems such as Esri GIS and eCAPS. Also manages security configuration in line with County standards.
- 3.2.4 Training Lead: Develops and delivers tailored training plans and materials for RPOSD staff and grantee users. This role ensures users are prepared for go-live through instructor-led sessions, user guides, and post-training support.
- 3.2.5 Support Services Lead: Oversees post-deployment system maintenance and user support. This includes incident response, tracking of service-level metrics, and delivering regular maintenance updates and reporting in alignment with the Service Level Agreement (SLA).

3.3 RPOSD Responsibilities

RPOSD shall:

- 3.3.1 Assign a dedicated Project Manager who will serve as the primary point of contact for REI.
- 3.3.2 Provide access to necessary internal subject matter experts (SMEs), stakeholders, and technical resources.
- 3.3.3 Facilitate timely review and approval of deliverables.
- 3.3.4 Ensure coordination among RPOSD departments and external partners as needed for implementation activities.
- 3.3.5 Provide timely decisions and feedback to avoid project delays.
- 3.3.6 Support user outreach and participation for training, testing, and pilot activities.
- 3.3.7 Review and validate migrated data from the Legacy GMS in partnership with REI.
- 3.3.8 Fulfill responsibilities outlined in the Project Management Plan and change control process.

3.4 RPOSD Roles

RPOSD is committed to partnering with REI to deliver the successful implementation of a New GMS. To assist REI in completing the scope of services requested,

RPOSD, to the extent possible, shall provide the resources listed below. RPOSD understands that additional RPOSD resources may be necessary to complete this project. To aid RPOSD in planning for this resource commitment, REI should indicate in its implementation schedule, Section 9.12 Proposed Implementation Schedule, where RPOSD resources will be required, and the expected time commitment needed. Specific duties will include:

- 1.1.1 Project Director: Provides executive oversight and final approvals. Ensures the project aligns with the RPOSD's mission and priorities.
- 1.1.2 Project Manager: Manages internal coordination, ensures timely decision-making, and facilitates communication between internal stakeholders and REI. Assists with onboarding external users and supports training efforts.
- 1.1.3 Subject Matter Expert: Participates in requirements gathering, testing, training, and user adoption activities. Provides subject matter expertise on grant programs.
- 1.1.4 Legacy GMS Administrator: Supports data mapping, validation, and cleanup efforts related to data migration.
- 1.1.5 Technical Manager: Serves as the primary technical point of contact between RPOSD and REI. Responsible for coordinating technical tasks such as establishing network connectivity, firewall configurations, and security compliance reviews. Liaises with LA County's Internal Services Department (ISD) and other relevant County IT teams as needed to ensure successful integration, access, and system deployment.

4 DEFINITONS

For purposes of this Statement of Work (SOW), the following definitions apply:

- 4.1.1 **Acceptance Testing:** A formal phase of testing to verify that the system meets RPOSD's business and technical requirements.
- 4.1.2 **ArcGIS (Esri):** Geospatial mapping platform used to visualize and analyze location-based grant data. RPOSD utilizes ArcGIS for Park Portal and Park Investment Viewer.
- 4.1.3 **Business Process Improvement (BPI):** Activities designed to identify, analyze, and improve existing business processes within RPOSD to enhance efficiency and effectiveness.
- 4.1.4 **Configuration:** Adjustments or changes made to the GMS without custom coding, using built-in administrative tools and options to adapt the software to meet RPOSD's needs.
- 4.1.5 **Contractor:** Refers to REI., the firm selected to design, implement, and support the new Grants Management System (GMS) under this Agreement.
- 4.1.6 **County:** Refers to the County of Los Angeles, including the Regional Park and Open Space District (RPOSD), its departments, officers, employees, and authorized agents.

- 4.1.7 **Cutover:** The transition phase from the Legacy GMS to the new GMS where the old system is retired, and the new system becomes operational.
- 4.1.8 **Data Migration:** The process of transferring data from the Legacy GMS to the new GMS, including data extraction, transformation, loading, and validation.
- 4.1.9 **Deliverable:** A specific output or work product that REI is required to provide to RPOSD under the terms of this SOW.
- 4.1.10 **Documentum:** Countywide document management system used to store and manage electronic records in compliance with retention policies.
- 4.1.11 **eCAPS (County Financial System):** Los Angeles County's enterprise financial system for budgeting, encumbrance, and payment processing.
- 4.1.12 **End Users:** RPOSD staff, grantees, and other stakeholders who will interact with the GMS to perform grant-related functions.
- 4.1.13 **Functional Requirements Specifications:** Documentation describing what the GMS must do from a business perspective.
- 4.1.14 **GMS (Grants Management System):** The technology platform to be implemented under this contract to support RPOSD's grantmaking programs and operations.
- 4.1.15 **Go-Live:** The official launch date of the new GMS system when it becomes the primary production system for RPOSD's grantmaking activities.
- 4.1.16 **Integration:** The process of linking the GMS with other RPOSD or County systems, such as Esri GIS or eCAPS, to allow for seamless data exchange.
- 4.1.17 **KPI (Key Performance Indicators):** measurable values that demonstrate how effectively RPOSD's business processes, system functions, and desired outcomes are being achieved through the New GMS. KPIs may include, but are not limited to, indicators related to grant processing timelines, utilization of grant funds by time, geography, or grantee. Some KPIs are known at this time; however, additional KPIs may be defined during project discovery and implementation phases based on RPOSD's evolving business needs.
- 4.1.18 **Legacy GMS:** The existing grants management system currently used by RPOSD, which will be replaced by the new GMS developed and deployed by REI.
- 4.1.19 **Organizational Change Management (OCM):** A structured approach to transitioning individuals, teams, and organizations from a current state to a desired future state.

- 4.1.20 **Platform System Security Plan (SSP):** A comprehensive document detailing the security controls implemented to protect the GMS and its data.
- 4.1.21 **Production Environment:** The live system environment used for day-to-day grantmaking operations following the Go-Live date.
- 4.1.22 **Project Management Plan (PMP):** A formal, approved document that defines how the project is executed, monitored, and controlled.
- 4.1.23 **RPOSD:** Refers to the Los Angeles County Regional Park and Open Space District, a special district responsible for the administration of park-related grant programs.
- 4.1.24 **Scope of Work (SOW):** The contractual document that defines the work to be performed by REI, including deliverables, timelines, and responsibilities.
- 4.1.25 **Service Level Agreement (SLA):** The performance and service standards agreed upon between RPOSD and REI for ongoing support, including response times and issue resolution targets.
- 4.1.26 **Stakeholders:** Individuals or entities, including RPOSD staff, grantees, and County partners, who have a vested interest in the successful implementation and operation of the new GMS.
- 4.1.27 **System Configuration:** The setup and customization of the GMS to meet RPOSD's programmatic and operational needs.
- 4.1.28 **System Integration Testing (SIT):** Testing conducted to ensure that components of the GMS and integrated systems work together as expected.
- 4.1.29 **Technical Design Document (TDD):** A document detailing the system architecture, integration points, and technical configuration of the GMS.
- 4.1.30 **User Acceptance Testing (UAT):** A formal testing phase in which RPOSD end users validate that the system meets business requirements and is ready for production use.
- 4.1.31 **User Guides:** Training materials provided to RPOSD staff and grantees to assist in using the new GMS.

5 PROJECT MANAGEMENT AND COMMUNICATION

REI shall implement project management practices that ensure timely, transparent, and high-quality delivery of all contractual obligations under this Agreement. REI will assign a dedicated Project Manager who will oversee day-to-day operations, serve as the primary point of contact, and ensure coordination across technical, functional, and support teams.

5.1 Project Management Methodology

REI shall apply a hybrid Agile methodology tailored to meet RPOSD's specific project needs. This approach incorporates Agile sprint-based activities for configuration and development work, while maintaining the discipline of milestone-based tracking and deliverable reviews aligned to a master project plan.

5.2 Project Work Plan

REI shall develop and maintain a comprehensive Project Work Plan, which includes timelines, tasks, resources, milestones, and deliverables. This plan will be delivered in Microsoft Project format (or other format approved by RPOSD) and shall be updated and submitted on a monthly basis, or more frequently upon request.

5.3 Project Meetings and Communication

REI will conduct regular meetings and maintain open communication channels to ensure alignment with RPOSD, including:

- 5.3.1 Weekly Status Meetings: To review progress, discuss issues, and track action items.
- 5.3.2 Monthly Executive Steering Committee Meetings: To provide updates on overall status, risks, and strategic alignment.
- 5.3.3 Ad hoc Working Sessions: For targeted topics including data migration, workflow design, integration, and testing.
- 5.3.4 Issue and Risk Log: Maintained by REI and shared with RPOSD weekly to track the status of issues, risks, and mitigation strategies.
- 5.3.5 Communication Protocols: REI will follow an agreed communication matrix and escalation protocol.

5.4 Status Reporting

REI shall provide status reports on a bi-weekly basis during implementation and monthly during the maintenance and support period. These reports shall include, at a minimum:

- 1.1.6 Summary of progress made in the reporting period
- 1.1.7 Upcoming tasks and milestones
- 1.1.8 Identified risks and issues with proposed mitigation strategies
- 1.1.9 Resource availability
- 1.1.10 Action items and responsibilities

6 SYSTEM REQUIREMENTS AND TECHNICAL ARCHITECTURE

REI shall design, configure, and implement the New Grants Management System (GMS) to meet the functional, technical, and security requirements outlined by RPOSD and defined

in this SOW. The system shall be delivered as a Commercial-Off-the-Shelf (COTS), modular, cloud-based enterprise solution that is secure, scalable, and aligned with industry best practices.

6.1 Hosting and Architecture

- 6.1.1 The New GMS shall be hosted in a secure, FedRAMP-authorized cloud environment.
- 6.1.2 The system shall use a multi-tiered architecture that supports separation of application, data, and presentation layers.
- 6.1.3 The solution must support high availability, fault tolerance, and system redundancy.
- 6.1.4 REI will provide an architecture diagram as part of project documentation, to be updated with each major release or integration update.

6.2 System Access and Authentication

- 6.2.1 Internal RPOSD users shall authenticate via integration with the County's Active Directory/LDAP for Single Sign-On (SSO).
- 6.2.2 External grantee users shall authenticate via the GMS using secure, role-based credentials managed within the GMS.
- 6.2.3 The system shall support multi-factor authentication (MFA) for both internal and external users.

6.3 Performance and Scalability

- 6.3.1 The system shall support concurrent usage by at least 1,500 active users with no degradation in performance. Performance and scalability are dependent on underlying platform.
- 6.3.2 The architecture must support scalability to accommodate future growth in users, data volume, and grant programs.
- 6.3.3 Response times for most user interactions is estimated not to exceed 3 seconds under normal operating conditions.

6.4 Integration Requirements

REI shall collaborate with RPOSD to identify specific integration requirements and shall develop or configure necessary interfaces, APIs, data exchange formats, and protocols to ensure interoperability with the following systems:

6.4.1 Esri (ArcGIS) – to support geospatial data input and reporting through Park Portal, and ad-hoc reports.

- 6.4.2 eCAPS (County Financial System) for budget and payment integration
- 6.4.3 Optional integrations: Any other systems identified during the discovery and requirements validation phases, including Investment Viewer and Documentum, may be considered for an additional fee.

In support of these integrations and overall system readiness, REI shall also conduct performance testing, including load testing, to ensure the system can handle expected volumes of data, users, and transactions under normal and peak conditions.

6.5 Browser and Device Compatibility

6.5.1 The system shall be fully compatible with modern browsers (Chrome, Edge, Safari) and optimized for desktop, laptop, and tablet access. Mobile support is preferred but not required for core functions.

6.6 Accessibility

6.6.1 The system must comply with WCAG 2.1 Level AA standards to ensure full usability by individuals with disabilities and be in alignment with ADA compliance requirements applicable to public-sector web platforms.

6.7 Data Security and Privacy

- 6.7.1 The system must include full encryption for data at rest and in transit.
- 6.7.2 Role-based access controls must restrict access to data based on user roles and permissions.
- 6.7.3 All system changes and data access shall be logged and auditable.
- 6.7.4 Security documentation, including a System Security Plan (SSP), must be submitted to RPOSD for review prior to go-live.

7 DATA MIGRATION AND CONVERSION

REI shall be responsible for designing, planning, and executing the secure and accurate migration of all necessary data from RPOSD's Legacy GMS to the New GMS. This includes coordination with RPOSD staff and the incumbent vendor to ensure continuity, data integrity, and minimal disruption to ongoing grant operations.

7.1 Scope of Migration

The data migration shall include, but is not limited to:

- 7.1.1 All historical and active grant records
- 7.1.2 Project and milestone information
- 7.1.3 Grantee contact and agency profiles

- 7.1.4 Funding allocations, budgets, and reimbursement requests
- 7.1.5 Uploaded documentation and file attachments
- 7.1.6 Reporting history and compliance records

7.2 Migration Approach

REI shall follow a structured, multi-phase approach to migration:

- 7.2.1 Discovery and Data Inventory: Collaborate with RPOSD to inventory data sources, formats, volumes, and quality issues.
- 7.2.2 Mapping and Transformation: Define data mappings from Legacy GMS to New GMS data schema, including cleansing and transformation logic.
- 7.2.3 Mock Migration and Testing: Execute mock data conversions and validate results with RPOSD staff prior to final migration.
- 7.2.4 Final Migration and Cutover: Perform final data load during the approved cutover window, with validation and reconciliation by RPOSD.

7.3 Migration Tools and Automation

REI will leverage automated data conversion tools to reduce manual entry and error risk. Tools must support the conversion of both structured and unstructured data and generate reports on completeness and accuracy.

7.4 Data Validation and Acceptance

- 7.4.1 REI shall provide detailed data validation reports following mock and final migrations.
- 7.4.2 RPOSD will review and approve migrated data based on pre-defined acceptance criteria.
- 7.4.3 Discrepancies identified during validation shall be corrected by REI prior to go-live.

7.5 Retention of Legacy System

RPOSD may retain access to the Legacy GMS in read-only mode for up to six (6) months following the go-live of the New GMS. REI shall coordinate with RPOSD and the Legacy system provider to ensure adequate overlap and provide data in the event that RPOSD wishes to revert to Legacy system.

7.6 Security and Confidentiality

7.6.1 All data transfers must occur via secure, encrypted channels.

- 7.6.2 REI shall not retain copies of any RPOSD data beyond the contractually agreed retention period or without RPOSD's explicit written consent.
- 7.6.3 Personally Identifiable Information (PII) and confidential data must be handled in accordance with County data privacy and security standards.

8 TESTING AND USER ACCEPTANCE

REI shall be responsible for managing and executing a comprehensive testing process to validate that the New GMS meets the functional, technical, and performance requirements as outlined in this Statement of Work. Testing will be conducted in close collaboration with RPOSD to ensure system readiness for deployment.

8.1 Testing Scope

The testing phases shall include, at a minimum:

- 8.1.1 Unit Testing: Conducted by REI to verify individual system components.
- 8.1.2 System Functional and Integration Testing (SIT): Validates that system functions operate as expected and that system components interact properly, including internal modules and integrations with external systems (e.g., Esri GIS, eCAPS, Documentum, RPOSD Parks Portal, and Investment Viewer). User Acceptance Testing (UAT): Conducted by RPOSD with support from REI, validating the system against business requirements and workflows.
- 8.1.3 Regression Testing: Ensures that updates or fixes do not adversely affect existing system functionality.
- 8.1.4 Performance Testing: Evaluates the system's ability to perform under expected load conditions and verifies response times, scalability, and system stability. REI will not provide a Performance Testing report as that is the responsibility of the underlying platform.

8.2 Test Plan and Scripts

REI shall:

- 8.2.1 Develop and submit a comprehensive Test Strategy and Plan detailing the test environment, test data, procedures, roles, and responsibilities.
- 8.2.2 Develop test cases and scripts for each testing phase in alignment with the requirements traceability matrix.
- 8.2.3 Submit a Test Summary Report after each major testing cycle, including status, defects, resolutions, and recommendations.

8.3 User Acceptance Testing (UAT)

- 8.3.1 RPOSD will lead UAT execution with support from REI. RPOSD will execute REI-provided UAT scripts, conduct free (exploratory) testing, and log issues. REI will track logged issues, assist with triage and prioritization, and provide timely resolution and retesting support as needed
- 8.3.2 RPOSD shall have final approval authority over the successful completion of UAT and shall issue formal acceptance prior to go-live.
- 8.3.3 Any failed test cases must be corrected and re-tested until successful resolution.

8.4 Testing Environment

REI shall:

- 8.4.1 Provide and maintain a dedicated testing environment, separate from production.
- 8.4.2 REI will establish and maintain dedicated sandbox environments for UAT and training purposes. Each environment shall allow for controlled data refreshes on demand, as mutually agreed between the parties. These environments will mirror production system configurations to the extent practical and support effective testing, training, and issue resolution activities. Ensure test environments mirror production as closely as possible in configuration, security, and data structure.

8.5 Defect Management

- 8.5.1 REI shall establish a defect tracking and reporting system accessible to RPOSD.
- 8.5.2 All defects shall be logged with severity levels, and turnaround times for resolution shall be proposed and agreed upon in the Test Plan.
- 8.5.3 A root cause analysis shall be conducted for any high-severity defects that impact critical business functions.

8.6 Acceptance Criteria

System acceptance shall be contingent upon:

- 8.6.1 Successful completion of all testing phases.
- 8.6.2 Correction of critical and high-severity defects.
- 8.6.3 Submission and approval of the final Test Summary Report.

8.6.4 Written confirmation from RPOSD that the system is ready for production deployment.

9 SPECIFIC WORK REQUIREMENTS

9.1 Overview

This section defines the specific tasks, services, and deliverables REI shall provide to implement and maintain the New GMS for RPOSD. Each subsection corresponds to a phase of work with associated deliverables outlined in Section 1.4.

9.2 Project Initiation Management

REI shall lead project initiation activities, including stakeholder engagement, scheduling, and resource planning. REI will produce a detailed Project Management Plan that includes the project control approach, risk management framework, and communication protocols.

- 9.2.1 Deliverables
 - **9.2.1.1** Project Management Plan (including project control approach)
 - **9.2.1.2** Bi-weekly and monthly status report templates
 - **9.2.1.3** Project Schedule (MS Planner, MS Project or equivalent format)

9.3 Requirements Validation

REI shall conduct a collaborative validation of all business, technical, and functional requirements with RPOSD stakeholders. These validated requirements shall be documented in a traceability matrix used throughout the project lifecycle.

- 9.3.1 Deliverables
 - **9.3.1.1** Requirements Traceability Matrix

9.4 Security Design

REI shall define and document the New GMS system architecture in accordance with County cybersecurity policies. Security design activities include configuring user access roles, data privacy safeguards, encryption standards, and multi-factor authentication.

- 9.4.1 Deliverables
 - **9.4.1.1** Security Architecture Diagram (as part of System Security Plan)
 - **9.4.1.2** System Security Plan (SSP)

9.5 Design and Configuration

REI shall develop configuration specifications and solution designs for RPOSD's programs, including workflows, user roles, custom templates, and system dashboards. Technical customization will be kept to a minimum, with most functionality achieved through system configuration.

- 9.5.1 Deliverables
 - **9.5.1.1** Functional Requirements Specifications (FRS)
 - **9.5.1.2** Technical Specifications Document (TSD)

9.6 Technical Build

REI shall implement all approved configurations, extensions, and integrations necessary to meet RPOSD's functional and technical requirements. Implementation shall ensure that all system components work seamlessly with RPOSD's required internal and external systems, including but not limited to eCAPS, Esri GIS, County email systems, and any other platforms identified by RPOSD during discovery and requirements validation.

- 9.6.1 All technical documentation developed under this section shall be considered live documents, subject to refinement and updates through the deployment phase and finalized no later than system go-live, to accurately reflect the final system implementation. Given the COTS nature of the New GMS solution, REI shall collaborate with RPOSD to determine the appropriate level of detail necessary in technical documentation. Deliverables
 - **9.6.1.1** Technical Design Document

9.7 Data Conversion and Migration

REI shall develop and execute a detailed data migration plan in collaboration with RPOSD and the current GMS vendor. Migration shall include legacy data mapping, cleansing, conversion, and validation.

- 9.7.1 Deliverables
 - 9.7.1.1 Data Conversion Plan
 - **9.7.1.2** Data Mapping Document

9.8 Testing

Testing shall be conducted in accordance with Section 8 of this SOW. REI shall lead all technical test planning and support UAT execution.

- 9.8.1 Deliverables
 - **9.8.1.1** Test Strategy Document

- **9.8.1.2** Test Plan (with project schedule)
- **9.8.1.3** Requirements Traceability Matrix (test mapping)
- **9.8.1.4** UAT Scripts
- **9.8.1.5** Test Summary Reports

9.9 Organizational Change Management and Training (OCMT)

REI shall provide change management and training services to prepare RPOSD staff and external users for system adoption. This includes documentation of revised business processes and the creation of training materials.

- 9.9.1 Deliverables:
 - **9.9.1.1** Functional Requirements Specifications (with To-Be process flows)
 - **9.9.1.2** Business Process Improvement Report with KPIs (format TBD)
 - 9.9.1.3 Training Plan
 - **9.9.1.4** Training Materials / GMS User Guides
 - **9.9.1.5** Completion of Training Sessions for all user roles

9.10 Deployment and Cutover

REI shall coordinate final production setup and cutover activities, ensuring a seamless transition to the live environment with minimal disruption to RPOSD operations.

- 9.10.1 Deliverables:
 - **9.10.1.1** Deployment Cutover Plan

9.11 Acceptance and Warranty Period

The formal acceptance process shall begin after successful deployment. REI shall support system stabilization, address defects, and ensure business continuity during the warranty period.

- 9.11.1 Deliverables:
 - **9.11.1.1** Acceptance and Warranty Period Report

9.12 Maintenance and Support Services

REI shall provide ongoing system support services including help desk response, routine maintenance, minor enhancements, and regular updates per SLAs.

9.12.1 Deliverables:

10 ACCEPTANCE CRITERIA

This section outlines the acceptance process and criteria that REI must meet for deliverables and phases to be accepted by RPOSD. Acceptance is contingent upon verification that all functional, technical, and performance standards, as outlined in this SOW and in REI's proposal, have been met to RPOSD's satisfaction.

10.1 Deliverable Review and Approval

RPOSD will review and either approve or reject each deliverable submitted by REI. Each deliverable must be complete, accurate, consistent with the agreed scope and format, and fulfill the requirements outlined in this SOW. RPOSD will provide REI with written feedback within five (5) business days of receipt of each deliverable. Deliverables not accepted will be returned with comments for correction and resubmission. REI will have five (5) business days to resubmit.

10.2 Deliverable acceptance is contingent on:

- 10.2.1 Alignment with the deliverable description and quality criteria outlined in Section 9.
- 10.2.2 Timely and complete submission.
- 10.2.3 Incorporation of RPOSD feedback (where applicable).

10.3 Milestone and Phase Acceptance

Each major project phase (e.g., Requirements Validation, System Configuration, UAT, Deployment) shall culminate in a formal milestone review. REI shall submit a milestone completion report summarizing deliverables produced, activities completed, and outcomes achieved. Milestone acceptance may be subject to approval by RPOSD's governance committee and/or District Administrator. RPOSD will provide written acceptance of the milestone based on:

- 10.3.1 Completion of all associated deliverables.
- 10.3.2 Successful testing (where applicable).
- 10.3.3 Sign-off from relevant stakeholders.
- 10.3.4 Resolution of all major defects or issues.

10.4 System Acceptance

Final system acceptance shall occur following successful completion of deployment, including cutover, user onboarding, and a minimum 30-day stabilization period. RPOSD will validate that the system operates in accordance with all documented

requirements, and that any critical issues identified during stabilization have been resolved. System acceptance is contingent upon:

- 10.4.1 Completion and approval of all deliverables (Sections 9.2–9.11).
- 10.4.2 Successful resolution of all Priority 1 and Priority 2 defects identified during testing and stabilization.
- 10.4.3 Confirmation that the system meets performance standards for functionality, security, and availability.
- 10.4.4 Delivery of the Acceptance and Warranty Period Report by REI.

10.5 Warranty Period

- 10.5.1 The warranty period shall commence upon RPOSD's written acceptance of the system and shall continue for 90 calendar days thereafter. During this period, REI shall:
 - **10.5.1.1** Address all issues and defects at no additional cost.
 - **10.5.1.2** Provide support for questions and configuration clarification.
 - **10.5.1.3** Ensure full operational stability and user satisfaction.

11 SERVICE LEVEL OBJECTIVES

11.1 Purpose

This section outlines the minimum performance standards and response expectations that REI must meet during the warranty and post-implementation support periods. These Service Level Agreements are intended to ensure system availability, performance, and responsiveness to RPOSD's operational needs.

11.2 Scope

The SLAs apply to:

- 11.2.1 Issue resolution and support ticket response times.
- 11.2.2 System uptime and availability.
- 11.2.3 Scheduled maintenance and system updates.
- 11.2.4 Communication protocols and reporting requirements.

11.3 Issue Severity Definitions

11.3.1 Priority 1: Critical production issue resulting in complete system outage or data corruption. No workaround available.

- 11.3.2 Priority 2: Major functionality impaired with no acceptable workaround, but system remains operational.
- 11.3.3 Priority 3: Moderate issue or bug with a temporary workaround available.
- 11.3.4 Priority 4: Low impact issue such as cosmetic or minor user inconvenience.

11.4 Response and Resolution Timeframes

Initial response time is defined as the time between ticket submission and REI' acknowledgment and assignment of the issue.

Priority Level	Initial Response Time	Resolution Time
Priority 1	1 business hour	8 business hours
Priority 2	2 business hours	2 business days
Priority 3	4 business hours	5 business days
Priority 4	1 business day	As prioritized by mutual agreement

11.5 Uptime Commitment

REI shall ensure system uptime of 99.9% during business hours, excluding scheduled maintenance periods. Scheduled maintenance must be communicated at least 72 hours in advance and performed outside of RPOSD's standard operating hours, unless otherwise approved.

11.6 Reporting

REI shall provide a Monthly Support Summary Report to RPOSD, including:

- 11.6.1 All submitted tickets and their status.
- 11.6.2 Metrics on response and resolution time adherence.
- 11.6.3 Uptime and availability data.
- 11.6.4 Identified trends or recurring issues.

11.7 SLA Remedies

- 11.7.1 Failure to meet SLA thresholds may result in liquidated damages as outlined in Section 11.
- 11.7.2 Repeated or systemic failures may result in escalation to contract remedies including withholding of payments, corrective action plans, or termination.

12 PAYMENT SCHEDULE

12.1 Overview

This section outlines the payment structure for all implementation and postimplementation support services provided by REI. Payments shall be tied to the successful completion and acceptance of defined deliverables and milestones, in accordance with County fiscal and procurement policies.

12.2 Payment Terms

All payments shall be made on a **deliverable-based** basis. No payments shall be made in advance of work. Each payment is subject to RPOSD's formal written acceptance of the associated deliverable. Partial payments may be permitted for multi-phase deliverables, at the discretion of RPOSD. REI shall submit an invoice after the completion of each approved milestone and deliverable. All invoices must include the following:

- 12.2.1 Description of completed work and associated deliverables
- 12.2.2 Reference to the applicable section of the Statement of Work
- 12.2.3 Date of completion and acceptance confirmation
- 12.2.4 Invoice number and project identifier
- 12.2.5 Supporting documentation, if applicable

12.3 Deliverable-Based Payment Schedule

Phase	Deliverable(s)	Payment %
Project Initiation and Planning	Project Management Plan, PCD, status report templates	10%
Requirements Validation	Requirements Traceability Matrix	5%
Security Design	Security Architecture Diagram, Platform SSP Document	5%
Design and Configuration	Functional and Technical Specifications	10%
Technical Build	Technical Design Document, architecture diagrams	10%
Data Migration	Data Conversion Plan, Mapping, Migration Plan	10%
Testing	Test Strategy Document, UAT Scripts, Summary Report	10%

Training and Organizational Readiness	Training Plan, Training Delivery, User Guides	10%
Deployment and Cutover	Deployment Plan, Go-Live Criteria	10%
Warranty Period	Acceptance and Warranty Period Report	5%
Maintenance and Support (Year 1)	Monthly Support Summary Reports (paid in advance)	15%

12.4 Invoicing Instructions

Invoices must be submitted electronically to the RPOSD Contract Project Manager at the address designated in the final agreement. Payments will be processed within 30 calendar days following RPOSD's acceptance of the deliverable and receipt of an accurate invoice. RPOSD in its discretion may consider partial payment based on review of deliverables and progress.

13 CHANGE MANAGEMENT

13.1 Overview

This section defines the process through which any changes to the scope, deliverables, schedule, or terms of this Statement of Work (SOW) will be initiated, reviewed, approved, and implemented. The intent of this process is to ensure transparency, accountability, and alignment with the project's objectives while maintaining flexibility to adapt to RPOSD's evolving needs.

13.2 Change Request Initiation

A change request (CR) may be initiated by either REI or RPOSD at any point during the contract term. Each CR must be documented in writing and submitted to the RPOSD Project Manager using a mutually agreed upon Change Request Form. Each CR must include:

- 13.2.1 Description of the requested change
- 13.2.2 Rationale for the change
- 13.2.3 Impact analysis on scope, timeline, cost, resources, or deliverables
- 13.2.4 Proposed implementation strategy
- 13.2.5 Proposed acceptance criteria

13.3 Evaluation and Review

Upon receipt of a CR, RPOSD and REI will collaboratively assess the impact of the proposed change. The RPOSD Project Manager will determine whether the CR:

- 13.3.1 Falls within the scope of the existing agreement and can be executed without amendment; or
- 13.3.2 Requires formal amendment to the contract, Board approval, or revision to the payment schedule or project term.
- 13.3.3 No work related to a proposed change shall commence until written approval is obtained from RPOSD.

13.4 Change Control Log

A Change Control Log will be maintained by REI and reviewed regularly with RPOSD. The log will track the status of all CRs, including:

- 13.4.1 Requestor
- 13.4.2 Submission date
- 13.4.3 Description
- 13.4.4 Status (e.g., proposed, in review, approved, implemented, rejected)
- 13.4.5 Impacts (schedule, cost, scope)
- 13.4.6 Final disposition and approval

13.5 Emergency or Time-Sensitive Changes

In limited cases where urgent changes are necessary to prevent project disruption, RPOSD's Project Manager may authorize a temporary course of action while a formal CR is documented and submitted for full approval.

14 CONTRACTOR RESOURCES

14.1 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is REI System's responsibility. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

14.2 Contractor's Office

REI System's shall maintain an office with a telephone in the company's name where REI conducts business. The telephone line shall be staffed from 9:00 a.m. to 6:00 p.m., EDT, Monday through Friday, by at least one employee who can respond to inquiries and complaints regarding REI's performance of the Contract. Outside of business hours, REI must provide an email address for communication and/or an answering service to receive calls.

14.3 Hours/Day of Work

All project delivery activities will be conducted remotely, except for pre-agreed on-site meetings. REI work hours are from 9:00 am - 6:00 pm EDT.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES REGIONAL PARK AND OPEN SPACE DISTRICT

AND

REI SYSTEMS, INC.

FOR THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A NEW GRANTS MANAGEMENT SYSTEM 2025

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CONTRACT BETWEEN COUNTY OF LOS ANGELES AND

REI SYSTEMS, INC.

FOR THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A NEW GRANTS MANAGEMENT SYSTEM

This Contract ("Contract") made and entered into on <u>Click or tap here to enter text.</u> by and between the County of Los Angeles, Regional Park and Open Space District, hereinafter referred to as "RPOSD" and REI SYSTEMS, INC., hereinafter referred to as "Contractor" for the Development, Implementation, and Maintenance of a new Grants Management System.

RECITALS

WHEREAS, RPOSD may contract with private businesses for the Development, Implementation, and Maintenance of a New Grants Management System when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing solutions that disburse and manage grants by creating the advanced analytics and data visualization platforms that provide open data initiatives, and solutions that are crucial to making government more effective, efficient, and transparent; and

WHEREAS, RPOSD has authority to contract for services under California Public Resources Code section 5543; and

WHEREAS, the Board of Directors, acting as the governing body of RPOSD, approved this contract through action taken on ______.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
Exhibit I	Intentionally Omitted
Exhibit J	Charitable Contributions Certification
Exhibit K	Information Security and Privacy Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Board of Supervisors (Board)**: Acting as the governing body, Board of Directors, of RPOSD.
- 2.1.2 **Contract**: This agreement executed between RPOSD and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with RPOSD to perform or execute the work covered by this Contract.
- 2.1.4 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The County of Los Angeles.
- 2.1.6 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website https://lacounty.gov/government/about-la-county/about/.
- 2.1.7 **Day(s)**: Calendar Day(s) unless otherwise specified.
- 2.1.8 **Director:** Director of the Los Angeles County Department of Parks and Recreation in her capacity as Director of RPOSD.
- 2.1.9 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.10 **Legacy GMS**: RPOSD's existing online Grants Management System, a Commercial Off-the-Shelf system that is customizable per RPOSD's requirements and used exclusively for the management of all grant funding opportunities.
- 2.1.11 **New GMS**: The development and implementation of a new system to replace and modernize the existing online Legacy GMS.
- 2.1.12 **RPOSD:** The County of Los Angeles, Regional Park and Open Space District.

- 2.1.13 **RPOSD's Technical Lead**: Person who understands the current architecture of RPOSD's Legacy GMS and can aid in coordinating integration(s) development activities with other RPOSD or County applications.
- 2.1.14 **RPOSD's Project Manager**: Person designated by RPOSD's Project Director to manage the operations under this Contract.
- 2.1.15 **RPOSD's Project Monitor**: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.16 **RPOSD's Project Director**: Person designated by RPOSD with authority for RPOSD on contractual or administrative matters relating to this Contract that cannot be resolved by RPOSD's Project Manager.
- 2.1.17 **Statement of Work**: A written description of the work to be performed by Contractor to meet the needs of RPOSD, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.18 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.19 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- **3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, goods, services, and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against RPOSD.

4.0 TERM OF CONTRACT

- **4.1** The term of this Contract will be five (5) years commencing upon execution by all parties, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 RPOSD will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and up to six (6) additional month-to-month for a maximum total Contract term of eight (8) years and six (6) months. Each such

extension option may be exercised at the sole discretion of the Director, or their designee as authorized by the Board.

- 4.3 RPOSD maintains a database to track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether RPOSD will exercise a contract term extension option.
- 4.4 The Contractor must notify RPOSD when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to RPOSD at the address herein provided in Exhibit D (RPOSD's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by RPOSD to the Contractor for all the tasks, deliverables, goods, and services and other work specified under this Contract. Contractor will provide services at rates identified in Exhibit B (Pricing Schedule).

RPOSD may request additional services as contingency up to 10% of the contract, as approved by the Board. Work under the contingency portion of the budget must be expressly authorized by RPOSD in advance of services performed. RPOSD does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the RPOSD; nor does RPOSD warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to RPOSD at the address herein provided in Exhibit D (RPOSD's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice RPOSD only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by RPOSD under the terms of this Contract.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by RPOSD. If RPOSD does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.3 The Contractor must submit the monthly invoices to RPOSD by the 15th calendar day of the month following the month of service.
- 5.5.4 All invoices under this Contract must be submitted in two (2) copies and sent to:

County of Los Angeles
Regional Park and Open Space District,

RE: The Development, Implementation, and Maintenance of a New Grants Management System - 2025

via email at: info@rposd.lacounty.gov

5.5.5 **RPOSD Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of RPOSD's Project Manager prior to any payment thereof. In no event will RPOSD be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Preference Program Enterprises - Prompt Payment Program - If Applicable

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to RPOSD. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

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

- 5.6.1 Consistent with the County's determination, RPOSD has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with RPOSD will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- The Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with RPOSD, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - RPOSD

6.1 RPOSD's Administration

A listing of all RPOSD Administration referenced in the following subparagraphs are designated in Exhibit D (RPOSD's Administration). RPOSD will notify the Contractor in writing of any changes as they occur.

6.2 RPOSD's Project Director

The role of the RPOSD's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby.

6.3 RPOSD's Project Manager

The role of the RPOSD's Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The RPOSD's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate RPOSD in any respect whatsoever.

6.4 RPOSD's Project Monitor

The role of the RPOSD's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby. RPOSD's Project Monitor reports to RPOSD's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify RPOSD in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify RPOSD in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with RPOSD's Project Manager and RPOSD's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by RPOSD, may at RPOSD's discretion, undergo and pass a background investigation to the satisfaction of RPOSD as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, RPOSD may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with RPOSD's request at any time during the term of the Contract. RPOSD will not provide to Contractor or to Contractor's staff any information obtained through the RPOSD's background investigation.

- 7.5.2 RPOSD, 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 RPOSD or whose background or conduct is incompatible with RPOSD facility access.
- 7.5.3 These terms will also apply to subcontractors of RPOSD contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County and RPOSD, 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 RPOSD in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by RPOSD. Notwithstanding the preceding sentence, RPOSD will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD will 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 RPOSD in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of RPOSD without RPOSD's prior written approval.

- 7.6.3 Contractor must inform all its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.6.3.1 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.
- 8.1.2 The Board or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. RPOSD reserves the right to add and/or change such provisions as required by the Board. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify RPOSD of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying RPOSD of pending acquisitions/mergers, then it should notify RPOSD of the actual acquisitions/mergers as soon as the law allows and provide to RPOSD the legal framework that restricted it from notifying RPOSD prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of RPOSD, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, RPOSD consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by RPOSD to any approved delegate or assignee on any claim under this Contract will be deductible, at RPOSD's sole discretion, against the claims, which the Contractor may have against RPOSD.
- 8.2.3 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 RPOSD's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, RPOSD will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating, and responding to complaints.

8.4.1 **Complaint Procedures**

- Within ten (10) business days after the Contract effective date, the Contractor must provide RPOSD with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- RPOSD will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If RPOSD requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for RPOSD approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to RPOSD for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify RPOSD's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of followthrough will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to RPOSD's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless RPOSD, 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 RPOSD in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by RPOSD. Notwithstanding the preceding sentence, RPOSD will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to

provide RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD will be entitled to retain its own counsel, including, without limitation, RPOSD Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by RPOSD in doing so. Contractor will 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 RPOSD without RPOSD's prior written approval.

8.6 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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the RPOSD:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with the County's Jury Service Program – If Applicable

8.7.1 **Jury Service Program**

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

8.7.2 Written Employee Jury Service Policy

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

- may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the RPOSD or a subcontract with a RPOSD contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 RPOSD, 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for RPOSD under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify RPOSD if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. RPOSD may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the RPOSD's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, RPOSD may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future RPOSD contracts for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the RPOSD's approval or ongoing evaluation of such work.
- 8.8.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.9 Consideration of Hiring County or RPOSD Employees Targeted for Layoffs or are on a County Re-Employment List – If Applicable

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

8.10 Consideration of Hiring GAIN/START Participants – If Applicable

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with requirements to: gainstart@dpss.lacounty.gov BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County or RPOSD employees and GAIN/START participants are available for hiring, County or RPOSD employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 **Responsible Contractor**

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

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if RPOSD acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, RPOSD may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County and RPOSD contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County or RPOSD.

8.11.3 Non-responsible Contractor

RPOSD may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County, RPOSD, or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, RPOSD, 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, RPOSD, or any other public entity.

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, RPOSD 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity

to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and RPOSD will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. RPOSD 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 RPOSD.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to subcontractors of RPOSD contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law – If Applicable

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors, including RPOSD contractors, to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program - If Applicable

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts, including those with RPOSD, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

RPOSD or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which RPOSD determines are significant or continuing and that may place performance of the Contract in

jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by RPOSD and the Contractor. If improvement does not occur consistent with the corrective action measures, RPOSD may terminate this Contract or impose other penalties as specified in this Contract.

8.15 Damage to County or RPOSD Facilities, Buildings or Grounds - If Applicable

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

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County and RPOSD, their agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.17 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

RPOSD and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Contract is by and between RPOSD and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the RPOSD and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. RPOSD will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County and RPOSD, their Special Districts, elected and appointed officers, employees, agents and volunteers (RPOSD 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 RPOSD indemnitees.

8.23 General Provisions for all Insurance Coverage

8.23.1 Without limiting Contractor's indemnification of County and RPOSD, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum

insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. RPOSD in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to RPOSD, and a copy of an Additional Insured endorsement confirming RPOSD, and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to RPOSD at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to RPOSD not less than ten (10) days prior to Contractor's policy expiration dates. RPOSD reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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 dollars (\$50,000), and list any County required endorsement forms.
- Neither RPOSD'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), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Regional Park and Open Space District,
Administration Section
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

RE: The Development, Implementation, and Maintenance of a New Grants Management System - 2025

And/or via email at: info@rposd.lacounty.gov

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

8.23.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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.

8.23.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must 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.

8.23.5 Failure to Maintain Insurance

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

8.23.6 **Insurer Financial Ratings**

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

8.23.7 Contractor's Insurance Must Be Primary

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

8.23.8 Waivers of Subrogation

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

8.23.9 **Subcontractor Insurance Coverage Requirements**

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

8.23.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate RPOSD to pay any portion of any Contractor deductible or SIR. RPOSD retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects RPOSD, 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 must

be executed by a corporate surety licensed to transact business in the State of California.

8.23.11 Claims Made Coverage

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

8.23.12 Application of Excess Liability Coverage

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

8.23.13 **Separation of Insureds**

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

8.23.14 Alternative Risk Financing Programs

RPOSD 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. RPOSD and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.15 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1

million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.24.4 Unique Insurance Coverage

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 must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination, or cancellation.

Technology Errors & Omissions Insurance

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.

Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 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 must add the RPOSD as an additional insured to its cyber liability insurance policy and provide to RPOSD certificates of insurance evidencing the foregoing upon the RPOSD's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will 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.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 their designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages

resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to RPOSD for liquidated damages in said amount. Said amount will be deducted from RPOSD's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, RPOSD may correct any and all deficiencies and the total costs incurred by RPOSD for completion of the work by an alternate source, whether it be RPOSD forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from RPOSD, as determined by RPOSD.

- 8.25.3 The action noted in Paragraph 8.25.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover RPOSD cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.25.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.25.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.27.2 Contractor certifies to RPOSD each of the following:
 - That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 The Contractor must 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor will allow RPOSD representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.27.7 If RPOSD finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which RPOSD may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by RPOSD that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.28 Non-Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor must bring to the attention of the RPOSD's Project Manager and/or RPOSD's Project Director any dispute between RPOSD and the Contractor regarding the performance of services as stated in this Contract. If RPOSD's Project Manager or RPOSD's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (RPOSD's Administration) and E (Contractor's

Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by RPOSD under this Contract.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the RPOSD's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of RPOSD. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seg. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". RPOSD will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event RPOSD 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 RPOSD from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, RPOSD will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - The Contractor must develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of RPOSD without the prior written consent of the RPOSD's Project Director.
- 8.36.2 The Contractor may, without the prior written consent of RPOSD, indicate in its proposals and sales materials that it has been awarded this Contract with the RPOSD, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

- 8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that RPOSD, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to RPOSD during the term of this Contract and for a period of five (5) years thereafter unless RPOSD's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at RPOSD's option, the Contractor will pay RPOSD for travel, per diem, and other costs incurred by RPOSD to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, RPOSD will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which RPOSD may terminate or suspend this Contract.

8.37.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of RPOSD conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that RPOSD's dollar liability for any such work is less than payments made by RPOSD to the Contractor, then the difference must be either: a) repaid by the Contractor to RPOSD 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 RPOSD, whether under this Contract or otherwise. If such audit finds that RPOSD's dollar liability for such work is more than the payments made by RPOSD to the Contractor, then the difference will be paid to the Contractor by RPOSD by cash payment, provided that in no event will RPOSD's maximum obligation for this Contract exceed the funds appropriated by RPOSD for the purpose of this Contract.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of RPOSD. Any attempt by the Contractor to subcontract without the prior consent of RPOSD may be deemed a material breach of this Contract.
- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at RPOSD's request:
 - A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by RPOSD.
- 8.39.3 The Contractor must indemnify, defend, and hold RPOSD harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding RPOSD's approval of the Contractor's proposed subcontract.
- 8.39.5 RPOSD's consent to subcontract will not waive RPOSD's right to prior and continuing approval of any and all personnel, including

- subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this RPOSD right.
- 8.39.6 RPOSD's Project Director is authorized to act for and on behalf of RPOSD with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by RPOSD, Contractor must forward a fully executed subcontract to RPOSD for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding RPOSD's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by RPOSD from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
Regional Park and Open Space District,

RE: The Development, Implementation, and Maintenance of a New Grants Management System Contract - 2025

Via email at: info@rposd.lacounty.gov

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to RPOSD under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which RPOSD may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by RPOSD, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

- becomes effective will be no less than six (6) months after the notice is sent.
- 8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

- 8.42.1 RPOSD may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of RPOSD's Project Director:
 - Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment
 of performance requirements under this Contract, or of any
 obligations of this Contract and in either case, fails to demonstrate
 convincing progress toward a cure within five (5) working days (or
 such longer period as RPOSD may authorize in writing) after receipt
 of written notice from RPOSD specifying such failure.
- In the event that RPOSD terminates this Contract in whole or in part as provided in Paragraph 8.42.1, RPOSD may procure, upon such terms and in such manner as RPOSD may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to RPOSD for any and all excess costs incurred by RPOSD, as determined by RPOSD, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of RPOSD in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.42.4 If, after RPOSD has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by RPOSD that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of RPOSD provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

- 8.43.1 RPOSD may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County or RPOSD officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, RPOSD will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor must immediately report any attempt by a County or RPOSD 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/.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 RPOSD may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor will 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; or
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of RPOSD provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

If applicable, the Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must 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 will constitute a material breach of this Contract, upon which RPOSD may in its sole discretion, immediately terminate or suspend this Contract.

8.46 Validity

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

8.47 Waiver

No waiver by RPOSD of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Warranty Against Contingent Fees

8.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract

or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to RPOSD under any other provision of this contract, failure of Contractor to cure such default within sixty (60) days of notice will be grounds upon which RPOSD may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.51 Time Off for Voting - If Applicable

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

8.52 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

8.53 Compliance with Fair Chance Employment Hiring 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 Contract may constitute a material breach of the Contract. In the event of such material breach, RPOSD may, in its sole discretion, terminate the Contract.

8.54 Compliance with the County Policy of Equity

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

8.55 Prohibition from Participation in Future Solicitation(s)

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

8.56 Injury and Illness Prevention Program

If applicable, Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention

Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.57 Campaign Contribution Prohibition Following Final Decision in Contract 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 Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of RPOSD.

9.0 Unique Terms and Conditions

9.1 Ownership of Materials, Software and Copyright

- 9.1.1 RPOSD will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in RPOSD all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. RPOSD will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to RPOSD's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 RPOSD will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. RPOSD agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.1.5 Notwithstanding any other provision of this Contract, RPOSD will not be obligated to the Contractor in any way under subparagraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.3 or for any disclosure which RPOSD is required to make under any state or federal law or order of court.

9.2 Patent, Copyright and Trade Secret Indemnification

- 9.2.1 The Contractor must indemnify, hold harmless and defend County and RPOSD from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. RPOSD will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support the Contractor's defense and settlement thereof.
- 9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that RPOSD's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that RPOSD's continued use of the system is not materially impeded, must either:
 - Procure for RPOSD all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.2.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Data Destruction

Contractor(s) that have maintained, processed, or stored RPOSD 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. RPOSD must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any RPOSD 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. Contractor(s) must provide RPOSD with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all RPOSD data was destroyed and is unusable, unreadable, and/or indecipherable.

9.4 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete **Exhibit J (Charitable Contributions Certification)**, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 Local Small Business Enterprise (LSBE) Preference Program – If Applicable

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.5.2 The Contractor will 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 LSBE.
- 9.5.3 The Contractor will 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 LSBE.
- 9.5.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having

withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to RPOSD any difference between the contract amount and what RPOSD's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed
 a penalty in an amount of not more than ten (10) percent of the
 amount of the contract; and
- 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 will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.6 Social Enterprise (SE) Preference Program – If Applicable

- 9.6.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor must 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 SE.
- 9.6.3 Contractor must 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 SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled. Contractor will:

- Pay to RPOSD any difference between the contract amount and what RPOSD's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 will 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Disabled Veteran Business Enterprise (DVBE) Preference Program – If Applicable

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.7.2 Contractor must 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 DVBE.
- 9.7.3 Contractor must 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 DVBE.
- 9.7.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
 - Pay to RPOSD any difference between the contract amount and what the RPOSD's costs would have been if the contract had been properly awarded;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

Notwithstanding any other remedies in this Contract, the above penalties will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 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.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.5	Compliance with Applicable Law
Paragraph 8.18	Fair Labor Standards
Paragraph 8.19	Force Majeure
Paragraph 8.20	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Indemnification
Paragraph 8.23	General Provisions for all Insurance Coverage

Paragraph 8.24	Insurance Coverage
Paragraph 8.25	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.46	Validity
Paragraph 8.47	Waiver
Paragraph 8.55	Prohibition from Participation in Future Solicitation
Paragraph 8.57	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Ownership of Materials, Software and Copyright
Paragraph 9.2	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

	CONTRACTOR
	REI SYSTEMS, INC.
	Ву
	Kevin M. White
	Senior Director of Contracts
	REGIONAL PARK AND OPEN SPACE DISTRICT
	Norma E. García-González, Director/ Christina Angeles, District Administrator
APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel	
Ву	Principal Deputy County Counsel

Instructions: Please detail the fees associated with the implementation and use of your GMS application, including any hosting fees.

If software license cost are annual please include the respective cost amount for the specified contract period in the Licensing Cost Summary Table.

If software license costs are user based, please assume: 25 internal users and 1,200 external users and use the respective cost breakdown table below. Please specify "included" or "N/A" as appropriate for Unit Costs. For instance, if software license cost remain the same regardless of additional users, please indicate "N/A" in the Unit Cost.

Additionally, please add rows to the Licensing Cost Breakdown for additional "Other Costs" if there are other licensing costs that should be considered by RPOSD.

Licensir	ng Cost Summary
Software Area	Cost
Licensing Cost Contract Year 1	\$ 112,537.00
Licensing Cost Contract Year 2	\$ 112,537.00
Licensing Cost Contract Year 3	\$ 112,537.00
Licensing Cost Contract Year 4	\$ 115,004.50
Licensing Cost Contract Year 5	\$ 117,518.25
Licensing Cost Contract Year 6	\$ 120,102.75
Licensing Cost Contract Year 7	\$ 122,734.75
Licensing Cost Contract Year 8	\$ 125,426.50
Licensing Cost Contract Month-to-Month Period	\$ 62,713.25
Total	\$ 1,001,111.00

Licensing Cost Breakdown - Year 1

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Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs	\$ 1,76	2.60 25	\$ 44,065.00
External User Costs	54.56	1200	\$ 65,472.00
Hosting	3,000	1	\$ 3,000.00
Total Licensing Cost	\$		112,537.00

Licensing Cost Breakdown - Year 2					
Licensing Detail		Unit Cost	# of Users	ers Total Cost	
Internal User Costs	\$	1,762.60	25	\$	44,065.00
External User Costs		54.56	1200	\$	65,472.00
Hosting		3000	1	\$	3,000.00
Total Licensing Cost	\$				112,537.00

Licensing Cost Breakdown - Year 3					
Licensing Detail	Unit Cost	# of Users	Total Cost		
Internal User Costs	\$ 1,762.60	25	\$	44,065.00	
External User Costs	54.56	1200	\$	65,472.00	
Other Costs	3,000	1	\$	3,000.00	
Total Licensing Cost	\$			112,537.00	

Licensing Cost Breakdown - Year 4					
Licensing Detail	Unit Cost	# of Users		Total Cost	
Internal User Costs	\$ 1,802.26	25	\$	45,056.50	
External User Costs	55.79	1200	\$	66,948.00	
Other Costs	3,000	1	\$	3,000.00	
Total Licensing Cost	\$			115,004.50	

Licensing Cost Breakdown - Year 5					
Licensing Detail	Unit Cost	# of Users	Total Cost		

Internal User Costs	\$ 1,842.81	25	\$ 46,070.25
External User Costs	57.04	1200	\$ 68,448.00
Other Costs	3,000	1	\$ 3,000.00
Total Licensing Cost	\$		117,518.25

Licensing Cost Breakdown - Year 6					
Licensing Detail	Unit Cost	# of Users		Total Cost	
Internal User Costs	\$ 1,884.27	25	\$	47,106.75	
External User Costs	58.33	1200	\$	69,996.00	
Other Costs	3,000	1	\$	3,000.00	
Total Licensing Cost	\$			120,102.75	

Licensing Cost Breakdown - Year 7					
Licensing Detail	Unit Cost	# of Users		Total Cost	
Internal User Costs	\$ 1,926.67	25	\$	48,166.75	
External User Costs	59.64	1200	\$	71,568.00	
Other Costs	3,000	1	\$	3,000.00	
Total Licensing Cost	\$	•		122,734.75	

Licensing Cost Breakdown - Year 8					
Licensing Detail		Unit Cost	# of Users	Total Cost	
Internal User Costs	\$	1,970.02	25	\$	49,250.50
External User Costs		60.98	1200	\$	73,176.00
Other Costs		3,000	1	\$	3,000.00
Total Licensing Cost	\$	•			125,426.50

Licensing Cost Breakdown - Month-to-Month Period					
Licensing Detail		Unit Cost	# of Users		Total Cost
Internal User Costs	\$	985.01	25	\$	24,625.25
External User Costs		30.49	1200	\$	36,588.00

REI Systems, Inc.

EXHIBIT B

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Other Costs	1500	1	\$ 1,500.00
Total Licensing Cost	\$		62,713.25

Instructions: Please provide your costs for the completion of the statement of work deliverables associated with the GMS application implementation activities. These costs should be inclusive of all Proposer resources. All deliverables will have a deliverable review period that is mutually agreed upon by the Selected Contractor and RPOSD.

GMS Application Deliverable Cost Summary				
SOW Section	Implementation Service	Implementation Deliverable	Cost	
9.2	Project Initiation and Management	Project Control Document and detailed work plan	\$ 19,500.00	
9.2	Project illitiation and Management	Weekly and monthly status report templates	\$ 4,000.00	
		Total Deliverable(s) Cost	\$ 23,500.00	

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.3	Requirements Validation	Validated Requirements Traceability Matrix	\$ 12,000.00
		Total Deliverable(s) Cost	\$ 12,000.00

SOW Section	Implementation Service	Implementation Deliverable	Cost
0.4	Socurity Docian	Security architecture diagram	\$ 8,000.00
9.4	Security Design	System security detail documentation	\$ 8,000.00
		Total Deliverable(s) Cost	\$ 16,000.00

SOW Section	Implementation Service	Implementation Deliverable	Cost	
9.5	Docian & Configure the Solution	Functional/ configuration design documents	\$	15,000.00
9.5	Design & Configure the Solution	Documentation of custom code	\$	56,500.00
		Total Deliverable(s) Cost	\$	71,500.00

SOW Section	Implementation Service	Implementation Deliverable	Cost
	l l	Complete inventory of integrations	\$ 12,000.00
0.6		Technical design documents, including integration	
9.6	Technical Build	design documentation	\$ 82,500.00
		Final application architecture diagrams	\$ 12,000.00
		Total Deliverable(s) Cost	\$ 106,500.00

SOW Section	Implementation Service	Implementation Deliverable	Cost
		Data conversion strategy and plan	\$ 8,000.00
9.7	Data Conversion and Migration	Final data mapping	\$ 12,000.00
		Conversion process design documents	\$ 15,000.00
		Total Deliverable(s) Cost	\$ 35,000.00

SOW Section	Implementation Service	Implementation Deliverable	Cost
	9.8 Testing	Test strategy and plan	\$ 8,000.00
0.8		Unit, integration, and end-to-end test cases	\$ 18,000.00
9.6		User acceptance test cases	\$ 12,000.00
		Test summary reports (to be completed after	\$ 10,000.00
		Total Deliverable(s) Cost	\$ 48,000.00

SOW Section	Implementation Service	Implementation Deliverable	Cost
		Validated future state business process flow	\$ 12,000.00
	Organizational Change Management and	Business process improvement report including	\$ 6,000.00
9.9	Organizational Change Management and Training (OCMT)	Training Plan	\$ 8,000.00
	Training (OCIVIT)	Training Materials / GMS User Guides	\$ 15,000.00
		Completion of training delivery	\$ 10,000.00
		Total Deliverable(s) Cost	51,000.00

SOW Section	Implementation Service	Implementation Deliverable	Cost
0.1	Deployment and Cutover	Deployment/cutover plan	\$ 6,000.00
9.1	Deployment and Cutover	Deployment criteria checklist	\$ 6,000.00
		Total Deliverable(s) Cost	\$ 12,000.00
		-	

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.11	Acceptance and Warranty Period	Acceptance and warranty period report (final	\$ 6,000.00
		Total Deliverable(s) Cost	\$ 6,000.00

Total Implementation Services Cost
\$ 381,500.00

Instructions: Please provide your fees to complete the ongoing support and maintenance activities requested by RPOSD in the SOW. For the monthly support service report please indicate the yearly cost of the monthly support. System Support costs should be inclusive of any tools that are required to support M&S, such as backup/recovery, diagnostic, and / or management tools.

	GMS Application Deliverable Fee Summary							
SOW Section	Implementation Service	Maintenance and Support Deliverable	Cost					
	System Support Services (Year 2)	Monthly support service report	\$ -					
9.13	System Support Services (Year 3)	Monthly support service report	\$ -					
9.15	System Support Services (Year 4)	Monthly support service report	\$ -					
	System Support Services (Year 5)	Monthly support service report	-					
		Total	\$ -					

	Optional GMS Application Deliverable Fee Summary								
SOW Section	Implementation Service	Maintenance and Support Deliverable	Optional Costs						
	System Support Services Renewal 1 (Year 6)	Monthly support service report	\$ -						
	System Support Services Renewal 1 (Year 7)	Monthly support service report	\$ -						
9.13	System Support Services Renewal 2 (Year 8)	Monthly support service report	\$ -						
	System Support Services Renewal 2 (Month-								
	to-Month Period)	Monthly support service report	\$ -						
		Total	\$ -						

Instructions:

Table 1: Proposers <u>must</u> complete Table 1 below for optional services outside the scope of this RFP. Note: These services are optional, and work on these services can only proceed upon written authorization by the RPOSD Project Manager. The resource title <u>examples</u> provided can serve as a useful reference when selecting resources to fulfill any additional services. Feel free to add any relevant resource titles and services, as needed. Minimum requirements for additional resources: Resources at an analyst level must have 3 years of relevant implementation experience; leads must have 5+ years of implementation experience. Hourly rates and Fixed Costs are inclusive of any expenses.

Table 2: Proposers <u>may</u> complete Table 2 below for optional enhancements recommended. Proposers are encouraged to be detailed in their description of the optional enhancements. Enhancements may be presented on a one-time and/or on-going cost basis. Enhancements are optional and work can only proceed upon written authorization by the RPOSD Project Manager.

	Table 1: Cost Summary for Services Requested by RPOSD - Outside the Scope of the RFP																	
sow				Fixed Hourly Rates For Future Support														
Section	Resource Title			Years 1 & 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		onth-to-Month
					_				_									Period
	Project Manager	On-Shore	\$	185.00	\$	185.00	\$	189.16	\$	193.42	\$	197.77	\$	202.22	\$	206.77	\$	17.23
	Functional / Business Analyst	On-Shore	\$	145.00	\$	145.00	\$	148.26	\$	151.60	\$	155.01	\$	158.50	\$	162.06	\$	13.51
	Systems Architect	On-Shore	\$	170.00	\$	170.00	\$	173.83	\$	177.74	\$	181.74	\$	185.82	\$	190.01	\$	15.83
	Developer	On-Shore	\$	140.00	\$	140.00	\$	143.15	\$	146.37	\$	149.66	\$	153.03	\$	156.47	\$	13.04
2.1	QA / Tester	On-Shore	\$	125.00	\$	125.00	\$	127.81	\$	130.69	\$	133.63	\$	136.64	\$	139.71	\$	11.64
2.1	OCMT / Trainer	On-Shore	\$	110.00	\$	110.00	\$	112.48	\$	115.01	\$	117.59	\$	120.24	\$	122.94	\$	10.25
	OCMT / OCM Trainer	On-Shore	\$	125.00	\$	125.00	\$	127.81	\$	130.69	\$	133.63	\$	136.64	\$	139.71	\$	11.64
	Support Services Lead	On-Shore	\$	125.00	\$	125.00	\$	127.81	\$	130.69	\$	133.63	\$	136.64	\$	139.71	\$	11.64
	Developer	Off-Shore	\$	35.00	\$	35.00	\$	35.79	\$	36.59	\$	37.42	\$	38.26	\$	39.12	\$	3.26
	QA / Tester	Off-Shore	\$	35.00	\$	35.00	\$	35.79	\$	36.59	\$	37.42	\$	38.26	\$	39.12	\$	3.26

	Table 2: Optional Enhancement(s) Recommended by the Proposer - Outside the Scope of the RFP												
sow	Description of Optional			Yearly Cost for Ongoing Optional Enhancements (if applicable)									
i i i i i i i i i i i i i i i i i i i		One Time Cost (if applicable)	Years 1 & 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Month-to-Month Period			
2.1													
2.1													

Total Project Co	ost Summary
Scope Area	Total Cost
Implementation Services Cost	\$ 381,500.00
Licensing Cost Contract Year 1	\$ 112,537.00
Subtotal Year 1	\$ 494,037.00
System Support Services Contract Year 2	\$ -
Licensing Cost Contract Year 2	\$ 112,537.00
Subtotal Year 2	\$ 112,537.00
System Support Services Contract Year 3	-
Licensing Cost Contract Year 3	\$ 112,537.00
Subtotal Year 3	\$ 112,537.00
System Support Services Contract Year 4	
Licensing Cost Contract Year 4	·
Subtotal Year 4	\$ 115,004.50
System Support Services Contract Year 5	
Licensing Cost Contract Year 5	
Subtotal Year 5	\$ 117,518.25
Base Contract Total (Years 1 - 5)	\$ 951,633.75
System Support Services Contract Year 6	·
Licensing Cost Contract Year 6	
Subtotal Year 6	\$ 120,102.75
System Support Services Contract Year 7	
Licensing Cost Contract Year 7	\$ 122,734.75

Subtotal Year 7	\$ 122,734.75
System Support Services Contract Year 8	\$ -
Licensing Cost Contract Year 8	\$ 125,426.50
Subtotal Year 8	\$ 125,426.50
System Support Services Contract for the	
Month-to-Month Period	\$ -
Licensing Cost Contract for the	
Month-to-Month Period	\$ 62,713.25
Subtotal for the Month-to-Month Period	\$ 62,713.25
Optional Contract Total Costs (Years 6 - 8 and Month-to	
Month Period)	\$ 430,977.25
Total (Years 1 - 8 and Month-to-Month Period)	\$ 1,382,611.00
10% Contingency	\$ 138,261.00
GRAND TOTAL	\$ 1,520,872.00

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Proposal Basis of Assumptions

#	Description
	Implementation Assumptions

- 1 REI will implement "As a Grantor" functionality as part of this implementation.
 - The total implementation cost proposed is based on 1 release over a period of approximately 5 months total duration. Changes to the proposed schedule may require discussion between REI and the RPOSD to minimize cost impact. Any deviation from the agreed-upon project schedule (for cost or no cost) of more than
- 2 2 weeks will require a formal contract modification.
 - REI's cost proposal is based upon a project schedule and timely adherence from the RPOSD's stakeholders. If RPOSD stakeholders are unavailable to support the already agreed-upon project timeline, such as the Gap Analysis sessions, UAT sessions, etc., additional costs may accrue due to timeline extensions. For any unscheduled delays caused by RPOSD stakeholders, the RPOSD will work together with REI to manage the delays which may result in reprioritization, a decrease in scope, or additional resources provided by RPOSD and not necessarily a change request. A change request shall only be made if REI and RPOSD cannot, in
- 3 good faith, otherwise, resolve any unscheduled delays caused by RPOSD's stakeholders.
- 4 The RPOSD should assign at a minimum a Project Manager, Functional Lead, and Technical/Integration Lead for the duration of the project.
- 5 The RPOSD will assign a point of contact for all functional requirements and signoff. The RPOSD will also assign a point of contact for all project escalations.

 REI will not perform any business process reengineering as part of the implementation. There will be some existing RPOSD processes that will need to be
- 6 changed to adhere to GovGrants native capabilities.
- The RPOSD will establish a formal Project Governance Board (PGB) which will prioritize system capabilities and address any issues relating to project scope and
- 7 functional changes in the context of the contract.
- 8 The RPOSD will also set up a monthly executive touchpoint between the REI Executive and RPOSD Executives/Sponsors to provide oversight of the project.
- 9 All project delivery activities will be conducted remotely from REI's offices in Sterling, VA, except for pre-agreed on site meetings.
- Travel to the RPOSD site is not included in the price proposal. In case RPOSD wants REI staff to travel to the RPOSD office for in-person meetings, REI will charge 10 the RPOSD on actuals as per REI's travel policy.
- 11 REI will produce only the formal project artifacts specified below:
 - Project management plan
 - Technical Design Document
 - · System Architecture / Documentation
 - Data Conversion plan
 - Requirements traceability matrix
 - Master test plan
 - Training plan
 - User Guides / Documentation
 - Deployment Cutover Plan
- 12 The cost estimates herein do not account for substantial changes to the base GovGrants product documentation beyond what is codified herein.

For any formal project artifact, there shall be no more than 2 revisions before it is assumed to be final and approved. The RPOSD will provide feedback on any formal artifact within 5 business days. To adhere to the project schedule, if the RPOSD does not provide feedback within 5 business days, the deliverable will be deemed approved. REI will submit deliverable acceptance documentation with the invoice submission. In case additional information is needed by the billing 13 department, it is the responsibility of the RPOSD's project team to provide additional information for the payment of invoices.

Historical Data migration cost is included in the cost proposal. Typically, data migration using the standard data migration templates provided by REI requires 14 350-400 hours of support. In case data migration requires additional effort, REI will work with the RPOSD to determine its impact on the schedule and cost. 15 The Cost Proposal includes integration with the following Federal and RPOSD systems:

- Configure Integration with SAM.gov (included in base GovGrants);
- · Configure Integration with eCaps (Financial Accounting System);
- Configure Integration with LDAP (Active Directory);
- · Configure Integration with RPOSD Data Warehouse (Third-Party Reporting);
- · Configure Integration with Esri LA Parks Portal (please see #16 below);
- · Configure Integration with Digital Signature;
- Configure Integration with Office365;

Integration with the Esri LA Parks Portal (Esri) is included in the cost proposal. REI estimates that the integration with Esri will require 200-225 hours of support.

16 In case the Esri integration requires additional effort, REI will work with the RPOSD to determine its impact on the schedule and cost.

17 As part of the customizations, REI will develop:

- 30 RPOSD program-specific (5 High, 10 Medium, and 30 Low complexity) forms;
- 2 budget templates (Award, Payment Request);
- 3 RPOSD specific workflows;
- · 20 custom email templates; and
- · 20 custom reports;

The cost of implementation is based on REI's high-level understanding of the requirements based on limited details provided within the RFP. These

18 requirements need to be discussed in detail as part of the Gap Analysis. The findings of these discussions may impact the customization and integration costs.

19 User Acceptance Testing (UAT) will be performed in accordance with an agreed-upon project schedule.

To ensure GMS deployment quality and timelines are met, a timely agreement on the resolution of the UAT comments, as specified in the project schedule, is 20 assumed between REI and the RPOSD.

Any feedback received after the UAT window is closed will be added to the backlog. Any reported issues will be handled after the deployment of the release 21 into the production environment.

REI will provide 5 total training sessions to the RPOSD and 6 office hours sessions over the course of the project. All trainings will be remote/virtual. Any of these 22 sessions may be recorded by RPOSD staff if desired.

- One (1) two-day sessions to RPOSD Staff;
- One (1) three-day training sessions to RPOSD administrators;
- One (1) two-day train-the-trainer sessions to RPOSD staff;
- · Two (2) half-day training sessions to external RPOSD grantees; and

· Six (6) two-hour sessions of office hours to meet additional RPOSD training needs.

In case the RPOSD needs REI to provide additional training sessions, REI can support them on a time and materials (T&M) basis.

License Assumptions

23 REI will deploy GovGrants on a FedRAMP-certified Government Plus cloud for the RPOSD.

The GovGrants annual license fee includes up to 480 hours of annual Technical Product (Tier II) and Platform (Tier III) support at no additional cost. The license

- 24 cost does not include day-to-day end-user support (Tier I). The RPOSD can engage REI to provide Tier I support at an additional cost.
- 25 The license fee includes the underlying Salesforce platform license cost.

REI will provide the technical support during weekdays (Monday – Friday) from 8:00 a.m. to 6:00 p.m., Eastern Standard Time, with the exception of Federal

26 Government holidays.

The GovGrants license fees are based on the type of user and the license quantity required for a given year. All license fees are charged upfront on an annual

27 basis. Additional licenses can be procured throughout the year, if needed, at a prorated cost.

GovGrants has two distinct license types – Internal User and External User. The scope of license capabilities is "As a Grantor". A detailed description of each is

28 provided below:

Internal User: Users who are (typically) employees responsible for either the programmatic, financial, or both aspects of grants management across the entire lifecycle. This user type includes program managers, grants managers, fiscal staff, and leadership within and across agencies.

External User: Users who are (typically) external grant recipients, application reviewers, and subject matter experts (SME).

The GovGrants per license price quoted herein is based on a volume of 25 internal users and 1,200 external / grantee users. Any reduction in license volume will 29 increase the per-user license cost for the remaining licenses.

The RPOSD can procure additional internal user licenses (SKU LAP-01-02) for \$1,762.60/year and additional external grant recipient user licenses in packs of 100 30 for \$5,456/year (SKU LAP-10-02).

Any reductions to the license count for the subsequent contract year require RPOSD to notify REI at least 30 business days in advance of the end of the current 31 license year.

REI will deploy four environments as part of the project implementation – DEV, TEST, UAT, and PROD. Once GovGrants is in production, the RPOSD will have

32 access to PROD and UAT sandbox.

The RPOSD may request an additional full copy sandbox to create an STG (Production-like) environment for the purpose of training or troubleshooting issues 33 with production data. Additional full-copy sandboxes will cost an additional 10% of the total license value.

There will be no yearly escalation to the license or Additional Services cost for the first 3 years of the contract. Starting in year 4, there will be a 2.25% annual 34 COLA increase for License and Additional Services costs.



Exhibit C-17. REI Proposes a 5-Month Schedule to Deliver the GMS to the RPOSD To address RPOSD's needs, REI plans a single-release approach.

Task Name	Duration	Start	Finish
A Parks RPOSD GMS Implementation Project	172 days	Tue 7/1/25	Wed 2/25/26
Implementation	113 days	Tue 7/1/25	Thu 12/4/25
Start Project Envision	0 days 37 days	Tue 7/1/25 Tue 7/1/25	Tue 7/1/25 Wed 8/20/25
Kickoff	9 days	Tue 7/1/25	Fri 7/11/25
Prepare for Kickoff	0 days	Tue 7/1/25	Tue 7/1/25
Hold Kickoff	1 day	Tue 7/1/25	Tue 7/1/25
Milestone 1: Kickoff Complete	0 days	Tue 7/1/25	Tue 7/1/25
Create Draft Project Plan	1 day	Wed 7/2/25	Wed 7/2/25
Review Project Plan	1 day	Thu 7/3/25	Thu 7/3/25
Address Review Feedback	1 day	Fri 7/4/25	Fri 7/4/25
Receive Customer Approval	5 days	Mon 7/7/25	Fri 7/11/25
Deliverable: Project Control Document and detail work	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Conversion Process Design Document	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Data Conversion Strategy and Plan	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Test Strategy and Plan	0 days	Fri 7/11/25	Fri 7/11/25
Deliverable: Weekly and Monthly Status report templates	0 days	Fri 7/11/25	Fri 7/11/25
Milestone 2: Project Plan Baseline	0 days	Fri 7/11/25	Fri 7/11/25
Environment Setup	4 days	Mon 7/7/25	Thu 7/10/25
Procure Licenses	1 day	Mon 7/7/25	Mon 7/7/25
Set up Customer Org (Dev, Test, and Prod)	1 day	Tue 7/8/25	Tue 7/8/25
Set up CM Tools	1 day	Wed 7/9/25	Wed 7/9/25
Set up Code and Document Repository	1 day	Thu 7/10/25	Thu 7/10/25
Milestone 3: Environment Ready	0 days	Thu 7/10/25	Thu 7/10/25
Install GovGrants solution	23 days	Thu 7/10/25	Mon 8/11/25
Set up system master and reference data	5 days	Thu 7/10/25	Wed 7/16/25
Set up branding, user profiles, permissions	3 days	Thu 7/17/25	Mon 7/21/25
Configure standard GMS	15 days	Tue 7/22/25	Mon 8/11/25
Milestone 4: GovGrants Base Product Installation Completed	0 days	Mon 8/11/25	Mon 8/11/25
Product Walkthrough Standard Product Capabilities and Gap Analysis	23 days	Wed 7/2/25	Fri 8/1/25
Provide GovGrants Walkthrough	10 days	Wed 7/2/25	Tue 7/15/25
Provide GovGrants Standard Artifacts (Process flows, FRDs)	1 day	Wed 7/2/25	Wed 7/2/25
Collect & Inventory Customer Artifacts (Processes, forms)	5 days	Wed 7/2/25	Tue 7/8/25
Conduct Detailed Gap Analysis	20 days	Wed 7/2/25	Tue 7/29/25
Prepare and Present Gap Analysis Report	2 days	Wed 7/30/25	Thu 7/31/25
Revise Scope/Cost if needed based on gaps	1 day	Fri 8/1/25	Fri 8/1/25
Milestone 5: Product Walkthrough Completed	0 days	Fri 8/1/25	Fri 8/1/25
Milestone 6: Gap Analysis Completed	0 days	Fri 8/1/25	Fri 8/1/25
Integrated Baseline Review (IBR)	5 days	Mon 8/4/25	Fri 8/8/25
Prepare and Submit IBR Report	2 days	Mon 8/4/25	Tue 8/5/25
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Task Name	Duration	Start	Finish
Revise Schedule / WBS	1 day	Fri 8/8/25	Fri 8/8/25
Milestone 7: Integrated Baseline Review Completed	0 days	Fri 8/8/25	Fri 8/8/25
Customization Requirements & Design	8 days	Mon 8/11/25	Wed 8/20/25
Collect & Inventory Customer Artifacts (interface details, APIs,	2 4-1/2	Mars 0/11/05	Wad 0/43/05
documentation)	3 days	Mon 8/11/25	Wed 8/13/25
Review material and build into design	5 days	Thu 8/14/25	Wed 8/20/25
Deliverable: Technical Design Documents	0 days	Wed 8/20/25	Wed 8/20/25
Deliverable: Final application architecture diagrams	0 days	Wed 8/20/25	Wed 8/20/25
Deliverable: Functional / configuration design documents	0 days	Wed 8/20/25	Wed 8/20/25
Deliverable: Security architecture diagram	0 days	Wed 8/20/25	Wed 8/20/25
Milestone 8: Customization Requirements Completed	0 days	Wed 8/20/25	Wed 8/20/25
Release 1	76 days	Thu 8/21/25	Thu 12/4/25
Build	47 days	Thu 8/21/25	Fri 10/24/25
Customization	47 days	Thu 8/21/25	Fri 10/24/25
Customize forms, workflows, e-mail templates, reports	35 days	Thu 8/21/25	Wed 10/8/25
Configuration "As a Grantor"	30 days	Thu 8/21/25	Wed 10/1/25
Configure "Pre-Award" (Planning, Announcement, Application	10 days	Thu 8/21/25	Wed 9/3/25
Configure "Award" (Award Negotiation, FDM, Award Issuance)	10 days	Thu 9/4/25	Wed 9/17/25
Configure "Post-Award" (Amendments, Monitoring, Closeout)	10 days	Thu 9/18/25	Wed 10/1/25
Deliverable: Unit, integration, and end-to-end test cases	0 days	Wed 10/8/25	Wed 10/8/25
Perform Integration and Testing	35 days	Mon 8/25/25	Fri 10/10/25
Create Requirements Traceability Matrix	10 days	Mon 10/13/25	Fri 10/24/25
Deliverable: Requirements Traceability Matrix	0 days	Fri 10/24/25	Fri 10/24/25
Hands-on review " As a Grantor"	28 days	Thu 9/4/25	Mon 10/13/25
Demo forms, workflows, e-mail templates, reports	3 days	Thu 10/9/25	Mon 10/13/25
Demo "Pre-Award" (Planning, Announcement, Application	3 days	Thu 9/4/25	Mon 9/8/25
Demo "Award" (Award Negotiation, FDM, Award Issuance)	3 days	Thu 9/18/25	Mon 9/22/25
Demo "Post-Award" (Amendments, Monitoring, Closeout)	3 days	Thu 10/2/25	Mon 10/6/25
Test Data Migration	29 days	Thu 8/21/25	Tue 9/30/25
Discovery	5 days	Thu 8/21/25	Wed 8/27/25
Create GovGrants data template	3 days	Thu 8/21/25	Mon 8/25/25
Walkthrough GovGrants data template	2 days	Tue 8/26/25	Wed 8/27/25
Design	5 days	Thu 8/28/25	Wed 9/3/25
Confirm mapping with RPOSD	3 days	Thu 8/28/25	Mon 9/1/25
Deliverable: Final Data Mapping	0 days	Mon 9/1/25	Mon 9/1/25
Review data to be migrated	2 days	Tue 9/2/25	Wed 9/3/25
Develop	17 days	Thu 9/4/25	Fri 9/26/25
Develop scripts / Salesforce Data Loader	5 days	Thu 9/4/25	Wed 9/10/25
Adjust load based on sample	10 days	Thu 9/11/25	Wed 9/24/25
Perform data migration	2 days	Thu 9/25/25	Fri 9/26/25
Validate	2 days	Mon 9/29/25	Tue 9/30/25
Validate data migrated	2 days	Mon 9/29/25	Tue 9/30/25



Task Name	Duration	Start	Finish
Integration with External Systems	40 days	Thu 8/21/25	Wed 10/15/25
Requirements and Design	5 days	Thu 8/21/25	Wed 8/27/25
Document Integration Requirements	3 days	Thu 8/21/25	Mon 8/25/25
Create Integration Design Document	2 days	Tue 8/26/25	Wed 8/27/25
Deliverable: Complete inventory of integrations		Thu 8/21/25	Thu 8/21/25
Develop	0 days 35 days	Thu 8/28/25	Wed 10/15/25
·	-		Wed 10/13/23 Wed 9/24/25
Configure Integration with LDAR (Aptive Disastery)	20 days	Thu 8/28/25	Wed 9/24/25 Wed 10/1/25
Configure Integration with LDAP (Active Directory)	5 days	Thu 9/25/25	vveu 10/1/25
Configure Integration with Third-Party Reporting (RPOSD Data Warehouse)	5 days	Thu 10/2/25	Wed 10/8/25
Configure Integration with Office 365	1 day	Thu 9/25/25	Thu 9/25/25
Configure Integration with Esri LA Parks Portal (GPS)	10 days	Thu 10/2/25	Wed 10/15/25
Test	1 day	Thu 9/25/25	Thu 9/25/25
Perform Integration Test	1 day	Thu 9/25/25	Thu 9/25/25
Deploy	39 days	Mon 10/13/25	Thu 12/4/25
Deliverable: User acceptance test cases	0 days	Thu 10/23/25	Thu 10/23/25
Deliverable: Deployment/cutover plan	0 days	Thu 10/23/25	Thu 10/23/25
Deliverable: Deployment criteria checklist	0 days	Thu 10/23/25	Thu 10/23/25
Deliverable: Training Plan	0 days	Thu 10/23/25	Thu 10/23/25
Test	29 days	Mon 10/13/25	Thu 11/20/25
Perform Regression Testing and Fixes	6 days	Mon 10/13/25	Mon 10/20/25
Milestone 9: Internal Regression Testing Completed	0 days	Mon 10/20/25	Mon 10/20/25
Revise GovGrants OOTB Artifacts (Process flows, FRDs)	3 days	Tue 10/21/25	Thu 10/23/25
Create UAT scripts	3 days	Tue 10/21/25	Thu 10/23/25
UAT and Fixes	20 days	Fri 10/24/25	Thu 11/20/25
Milestone 10: UAT Completed	0 days	Thu 11/20/25	Thu 11/20/25
Deliverable: Test summary reports	0 days	Thu 11/20/25	Thu 11/20/25
Deliverable: Validated future state business process flow	0 days	Thu 11/20/25	Thu 11/20/25
Deliverable: Documentation of custom code	0 days	Thu 11/20/25	Thu 11/20/25
Conduct Training	12 days	Fri 10/24/25	Mon 11/10/25
Prepare Training Content	5 days	Fri 10/24/25	Thu 10/30/25
Internal User Training	2 days	Fri 10/31/25	Mon 11/3/25
External User Training	2 days	Tue 11/4/25	Wed 11/5/25
Train-the-Trainer	2 days	Thu 11/6/25	Fri 11/7/25
Administrator Training	3 days	Thu 11/6/25	Mon 11/10/25
Deliverable: Training Materials / GMS User Guides	0 days	Thu 10/30/25	Thu 10/30/25
Deliverable: Completion of training delivery	0 days	Thu 10/30/25	Thu 10/30/25
Deploy Release 1 to Production	3 days	Fri 11/21/25	Tue 11/25/25
Data Migration	7 days	Wed 11/26/25	Thu 12/4/25
Perform data migration	5 days	Wed 11/26/25	Tue 12/2/25
Validate data migrated	2 days	Wed 12/3/25	Thu 12/4/25
Release 1 Go-Live	0 days	Tue 11/25/25	Tue 11/25/25
Milestone 11: Release 1 Completed	0 days	Tue 11/25/25	Tue 11/25/25
Deliverable: Acceptance and warranty period report	0 days	Wed 11/26/25	Wed 11/26/25
Deliverable: System security detail documentation	0 days	Tue 11/25/25	Tue 11/25/25
Hypercare	66 days	Wed 11/26/25	Wed 2/25/26
End Project	0 days	Wed 2/25/26	Wed 2/25/26

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.
- I. **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 Contactor 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;
- 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 Chief Information Security Officer 320 W Temple, 7th Floor Los Angeles, CA 90012 (213) 253-5600

Chief Privacy Officer:

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

Departmental Information Security Officer:

Ken Ta Dpt. Information Security Officer 1000 S. Fremont Ave. Unit #40 Alhambra, CA 91803 (626) 588-5020

Ken Ngoy (ADISO)
Assistant Dpt. Information Security
Officer
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5011

- 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. CYBER LIABILITY INSURANCE

Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$ 2 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.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. License: Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty- four (24) hours implement the Contractor's Business Continuity

Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

c. Enhancements: Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. Audit and Certification: The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. Access Control: The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot

- do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. Vulnerability Management: The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. Malware Protection: The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

STATEMENT OF WORK AND ATTACHMENTS

PRICING SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

RPOSD'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

DEPARTMENT'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: <u>Click or tap here to enter text.</u>

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: <u>Click or tap here to enter text.</u>

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

DEPARTMENT'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: <u>Click or tap here to enter text.</u>

Address: <u>Click or tap here to enter text.</u>

Click or tap here to enter text.

Telephone: <u>Click or tap here to enter text.</u>

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

DEPARTMENT'S PROJECT MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: <u>Click or tap here to enter text.</u>

Facsimile: <u>Click or tap here to enter text.</u>

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: REI SYSTEMS, INC. CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: <u>Click or tap here to enter text.</u>

Click or tap here to enter text.

Telephone: <u>Click or tap here to enter text.</u>

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: <u>Click or tap here to enter text.</u>

Address: <u>Click or tap here to enter text.</u>

Click or tap here to enter text.

Telephone: <u>Click or tap here to enter text.</u>

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: <u>Click or tap here to enter text.</u>

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: <u>Click or tap here to enter text.</u>

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: <u>Click or tap here to enter text.</u>

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

IT CONTRACTS

- F2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- F3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name:	REI SYSTEMS, INC.	Contract No	Click or tap here to enter text.

Employee Name: <u>Click or tap here to enter text.</u>

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE	::		DATE:	Click or tap here to enter text.	
PRINTED NA	AME:	Click or tap here to enter text.			
POSITION:	Click o	r tap here to enter text.			

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name:]	REI SYSTEMS, INC.	Contract No	Click or tap here to enter
			text.
Non-Employee Name:	Click or tap here to enter text.		

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing. I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE:	DATE:	Click or tap here to enter text.
PRINTED NAME: Click or tap here to enter text.		
POSITION: Click or tap here to enter text.		



Any fire station. Any hospital. Any time.



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- You must leave your newborn with a fire station or hospital employee.
- You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION. ANY HOSPITAL. ANY TIME.

1.877.222.9723 BabySafeLA.org





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

- H1 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- H2 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Click or tap here to enter text., a Click or tap here to enter text.

, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, Regional Park and Open Space District ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number Click or tap here to enter text. for Click or tap here to enter text., dated Click or tap here to enter text., as amended by Amendment Number Click or tap here to enter text., dated Click or tap here to enter text.

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Click or tap here to enter text.
Date
enter text.
<u>ext.</u>

STATE OF CALIFORNIA)	
) ss.	
COUNTY OF LOS ANGELES)

On <u>Click or tap here to enter text.</u>, 20 <u>Click or tap here to enter text.</u>, before me, the undersigned, a Notary Public in and for the State of California, personally appeared <u>Click or tap here to enter text.</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the <u>Click or tap here to enter text.</u> of <u>Click or tap here to enter text.</u> of <u>Click or tap here to enter text.</u>, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Click or tap here to enter text.

NOTARY PUBLIC

INTENTIALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

REI S	SYSTEMS	, INC.			
Com	oany Name	e			
1432	5 Willard F	Road, Suite 200,	, Chantilly, VA 20	151	
Addr	ess				
Click	or tap her	e to enter text.			
Inter	nal Revenu	ie Service Empl	oyer Identificatior	n Numb	er
Click	or tap her	e to enter text.			
Califo	ornia Regis	stry of Charitable	e Trusts "CT" nun	nber (if	applicable)
Super receiv	vision of Ti ing and rai	rustees and Fun sing charitable	draisers for Chari	table Ρι	ded requirements to California's urposes Act which regulates those ur company.
	now rece Supervision engages i it will time	eive or raise on of Trustees n activities subje ly comply with th	charitable cont and Fundraisers ecting it to those la nem and provide (ributions for Cha aws dur County a	s and determined that it does not s regulated under California's aritable Purposes Act. If Bidder ing the term of a County contract, a copy of its initial registration with Charitable Trusts when filed.
			OR		
	under the reporting filing with	CT number lis requirements ur the Registry of	ited above and is nder California la Charitable Trusts	s in cor w. Atta s as req	ornia Registry of Charitable Trusts inpliance with its registration and ched is a copy of its most recent juired by Title 11 California Code t Code sections 12585-12586.
Signat	ure:			Date:	Click or tap here to enter text.
Printe	d Name:	Click or tap he	ere to enter text.	Title:	Click or tap here to enter text.

CONTRACT DISCREPANCY REPORT

ТО:	
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 – SOW Attachments	

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Section 8.4 – Complaints	Within ten (10) business days after the Contract effective date, the Contractor must provide RPOSD with the Contractor's procedures for receiving, investigating, and responding to user complaints.	Inspection and Observation	\$50 per day until the requirement is met.
Contract: Section 8.23 – General Provisions for all Insurance Coverage	Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs 8.23 and 8.24 of this Contract.	Inspection and Observation	\$100 per day until the requirement is met.
Contract: Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.37	Inspection of files	\$100 per occurrence
Contract: Sub-paragraph 8.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$500 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance	\$50 per occurrence

Note: The above performance requirements summary is in addition to, and not a replacement of the terms and conditions specific in the contract.



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
1	Contractor	Security	The contractor must implement a comprehensive security incident management process that includes immediate notification to RPOSD within 24 hours for any actual or suspected cyber-attacks or security breaches. This process must include detailed incident reports, root cause analysis, and corrective actions to prevent future incidents.	Required	Fit	GovGrants is built upon a proven Cloud, Software as a Service (SaaS) platform (Salesforce) that provides extensive security and incident management capabilities. GovGrants provides access to a formal Incident Management Process that guides the Computer Security Incident Response Team (CSIRT) in investigation, management, communication, and resolution activities. Customers are notified promptly (less than 24 hours) in the event of any security breach of the Services resulting in an actual or reasonably suspected unauthorized disclosure of customer data. Notifications may include phone contact by Support teams, email to the customer's administrator and Security Contact (if submitted by the customer), and public posting on trust.salesforce.com. Regular updates are provided to engaged parties until the issue is resolved. Incident reports, root cause analysis, and resolution/corrective actions are documented and communicated to the GovGrants customers.
2	Contractor	System Maintenance and Support	The contractor must provide a robust issue and bug tracking system that logs and tracks all system issues and bugs from identification to resolution. This system should prioritize issues based on severity, assign tasks to appropriate personnel, and provide real-time status updates to RPOSD. It should also generate regular reports on issue resolution performance.	Optional	Fit	REI's GovGrants Customer Success Team (CST) provides comprehensive Tier II support and utilizes Zendesk as its helpdesk software to manage issues/bugs and any reported change requests. Zendesk automatically emails the CST with all necessary details, including URLs, screenshots, user details, etc. It provides industry-leading issues/ticket lifecycle management capabilities, including setting severity, priority, assignment, escalations, and any business rules to track tickets from identification to closure in real time. REI's CST provides periodic reports to customers that summarize ticket counts, resolution times, and key issues noted during the reporting period.
3	Contractor	System Maintenance and Support	The contractor must be able to monitor networks to notify customers of any issues that may impact availability / latency issues through load balancing across all instances, monitoring the specific performance of each instance on a 24 / 7 basis, and taking proactive measures in the data center to ensure optimal performance of each instance.	Required		GovGrants is natively deployed on the Salesforce platform, which supports millions of users without degradation in performance. Our platform makes all commercially reasonable efforts to provide 7 x 24 x 365 availability and the lowest screen latency possible, except for specific upgrade and maintenance windows. The system has demonstrated a 99.9%+ uptime record for many years. The status of data centers is publicly available here: https://status.salesforce.com/status



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						Millions of users use the underlying platform, and it accommodates advanced notifications for all planned outages and system downtime. RPSOD's administrators will be informed of all planned outages well in advance (more than 15 days) and the upcoming changes. The system also supports load balancing and redundancy. The Load Balancer is a sophisticated infrastructure component that evaluates the load on every server in the data center in real-time and routes the request to the server with underutilized CPU consumption.
4	Contractor	Training and User Support	The contractor must provide a comprehensive support system that includes a user-friendly ticketing system for users to submit, track, and manage support requests. The support system should include automated ticket assignments, escalation procedures, and detailed reporting on support ticket resolution metrics.	Required	Fit	REI provides comprehensive user and issue support through Zendesk. Zendesk has an easyto-use, intuitive user interface that allows users to log tickets through a form or via. email. The system automatically emails the REI CST all necessary details that generate a ticket, including URLs, screenshots, user details, etc. All assignments, mitigating actions, notes, escalations, etc., are recorded in the ticket so users can view and track their support requests to resolution. Zendesk provides industry-leading issues/ticket lifecycle management capabilities, including setting severity, priority, assignment, escalations, and business rules to successfully track tickets from identification to closure. In addition, GovGrants leverages Zendesk knowledge base capabilities that allow for a self-service portal, where resources are categorized by solution, making it easy for customers to navigate to the GovGrants section or RPSOD policy they have questions about. REI's CST provides periodic reports to customers that summarize ticket counts, resolution times, and key issues noted during the reporting period.
5	Contractor	Training and User Support	The system must include a feedback mechanism for users to report issues, suggest improvements, and provide general feedback, with responses tracked.	Optional	Fit	Please see the response to requirement 4 above. REI utilizes Zendesk for reporting / recording of all user feedback, tickets, suggestions etc. Users can choose the appropriate category of the issue or feedback, and the system automatically routes the information to the right support team based on pre-defined assignment rules.
6	Functional	Awarding	The system must allow grantor users to seamlessly convert a selected application into an award, with all relevant details automatically populated. This functionality should include audit trails to track changes and ensure compliance.	Required	Fit	GovGrants automatically cascades fundamental data fields from earlier phases in the grants process to later phases where needed (e.g., applicant data from the application is brought over and prepopulated into the Grants-making and monitoring phases). Data is automatically carried forward from one phase (e.g., application) to another (e.g., award). GovGrants tracks all activity in the system and offers deep audit trails. Every business record in GovGrants has a "History" section. This section displays all the record-level



Cou	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						details, approval steps, and field history changes. For example, on a Grant Award record page, RPOSD users will have access to all the related transaction history, including: — Who created the record and when; — Who modified the record and when; — What changes were made to the record using field-level history (the different values of that field at different points in time during the approval process); — What approval steps have been taken, who approved the changes, and when such actions were taken Further, GovGrants supports maintaining different versions of a contract award as amendments are processed within the system. This allows a user to easily access the previous version of the contract, including funding amount, budget, performance period, scope, terms and conditions, etc.
7	Functional	Awarding	The system must be able to support the grantor users to configure grant start / end dates of a grant upon award for edits / updates.	Required	Fit	The GovGrants Announcement module allows RPOSD staff to capture and define key grant attributes such as grant start and end dates, application due dates, grant contacts (e.g., grant manager), allowed budget codes, and more. Capturing this information allows the system to control the downstream process behavior (e.g., preventing application submission after the due date) and automatically populate the data fields in the downstream processes (e.g., application, grant award setup) from the announcement, such as grant award start/end dates, etc. Once a grant contract is set and executed through an initial award, the system allows it to
						be amended through various types of amendments, such as extensions, scope of work changes, funding changes, budget revisions, and more. RPOSD staff can use the amendment process to update a grant's start/end dates.
8	Functional	Awarding	The system must provide security controls that are able to restrict grantor users for appropriate segregation of duties e.g. grant application cannot be reviewed and approved by the same user.	Required	Fit	GovGrants allows RPOSD staff to set up application review steps for each grant program. The system enables the designated user for the grant to route applications submitted for the grant program through the review steps (e.g., pre-screen, SME review) and assign reviewers to each application within each review step. The reviewers assigned to an application can complete the reviews. As part of a review, a reviewer can complete a review form by answering a set of program-specific review questions, providing scores, and making an overall recommendation.
						Once an application has been reviewed through various review steps, the system allows the



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						application to be selected for funding by a designated user within the system and approved for funding by another set of users within the grantor organization through a Funding Decision Module (or FDM).
9	Functional	Contract Manageme nt	The system must allow grantors to add new contract lines to a grant contract, manage contract amendments, and support contract amendment workflow.	Required	Fit	GovGrants has an Amendments module allowing users to amend grant awards. In addition, the system allows both grantee and RPOSD users to initiate Amendment Requests. All Amendment requests require approval from RPOSD staff. RPOSD can set the number of approval steps and the approver for each step. GovGrants supports several types of amendments, such as "budget redirection," "funding change," "scope of work change," "terms & conditions change," "budget period change," "carryforward," "periodic renewal," and "key personnel change."
10	Functional	Contract Manageme nt	The system must allow both grantor and grantee users to upload contract documents into the system and link them to a specific grant activity.	Required	l Lit	GovGrants allows RPOSD and grantee staff to upload all file types, including Microsoft® Word, PowerPoint, Excel, Adobe® PDFs, and image files within any business record (e.g., application, contract, progress report, payment request, amendment request). A file uploaded within a record remains linked to that record.
11	Functional	Contract Manageme nt	The system must support Esignature functionality for grant documents.	Required		GovGrants supports both electronic signatures and, optionally, digital signatures. For electronic signatures, users check a checkbox to electronically sign a form within the system. The signature checkbox automatically populates the user's name (as read-only), which represents the user's signature. Several GovGrants customers use this option to collect signatures on a grant award/contract and other grant-related documents from internal (grantor) and external (grantee) staff.
						GovGrants also supports digital signatures through integration with third-party digital signature tools (e.g., DocuSign, Adobe Sign). For several customers, REI has implemented such integrations to support the collection of digital signatures on a grant document from internal (grantor) and external (grantee) staff.
12	Functional	Contract Manageme nt	The system must support granular role-based access control (RBAC) to ensure that users have appropriate permissions based on their roles, with the ability to easily manage and audit access rights.	Required	Fit	Within GovGrants, the user-level security model is natively controlled by a combination of Roles and Profiles. RPOSD can leverage various user profiles available out of the box, such as public user, registered external (applicant/grantee) user, read-only only, grant or program manager, program staff, fiscal manager, fiscal staff, executive, and admin user.
						Roles and Profiles define security and permissions. Their definitions are provided below Roles: Roles define what data users can see in the system; in other words, record-level



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						access is controlled using roles. Users at any given role level can view, edit, and report on all data owned by or shared with users below them in the hierarchy. There is no set limit to the levels of roles. - Profiles: A profile is a collection of settings and permissions that defines how a user accesses records, sees data, and can do with the data. It also defines a user's permission to perform different functions. The profile defines field-level settings to allow Create, Read, Edit, and Delete. Each user registered within the system can be assigned a profile and a role. While each user profile offers a combination of permissions out of the box, a designated RPOSD system administrator can update profile-level permissions.
13	Functional	Evaluations	The system must support the ability to configure scoring fields and reviewer only fields for specific grantor users to allow for certain users to be scorers and certain users to be just reviewers for grant applications.	Required	Fit	A grant program manager (PM) within GovGrants can set up multiple application review steps (e.g., pre-screen, SME review) for its program (e.g., Recreation Access). Further, the PM user can set up numerous review forms within each review step, such as completeness and eligibility review forms within the pre-screen review step or environmental and technical SME reviews within the SME review step. The PM user can set up a review questionnaire within each review form with or without a scoring rubric. This approach allows a PM user to assign different reviewers to conduct reviews using different review forms based on the reviewer's area of expertise.
						For example, reviewer A may be assigned to complete the completeness review, whereas reviewer B may be assigned to complete the technical SME review for an application. In this example, reviewer A may complete the review without any scoring option, whereas reviewer B can complete the scoring rubric set up within the technical SME review form.
14	Functional	Evaluations	The system must support scoring of applications through multiple rounds of review to assist in the resolution of any ties in the application process.	Required	Fit	A grant program manager (PM) can set up scoring rubrics for various reviews used within the application review steps, including maximum score per question and question-level weightage. As applications are submitted within the system, the PM user can assign multiple reviewers to score them. The system automatically computes the weighted total score for an application per reviewer and an overall average score per application across all reviewers.
						In the event of any ties, it is possible to reopen submitted reviews and request that the reviewers revisit their scores or add new reviewers for scoring purposes. The system



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						automatically recomputes the overall score for an application when existing reviews are revised or new reviews are submitted.
15	Functional	Evaluations	The system must support configuration of scoring criteria to be used for applications.	Required		Refer to our response to item #14. GovGrants allows RPOSD staff to configure specific Application Review steps, review forms, and scoring rubrics for each grant program.
16	Functional	Evaluations	The system must support creation of application scoring summaries and reviewer feedback through multiple formats, including on screen and formal reports.	Required		RPOSD staff can run reports within the GovGrants Analytics module to extract all scores and reviewer comments for a given application or all applications. They can also view the scores and reviewer comments within the GovGrants Application Review module. GovGrants displays the scoring summary for each application. If needed, REI can configure additional fields on-screen within GovGrants where the staff can summarize reviewer feedback, and this summary can be displayed for each application.
17	Functional	Evaluations	The system must track grantor and grantee correspondence during the application review process.	Required	Fit	GovGrants offers a 'Collab' feature that allows grantor and grantee users to communicate with each other and users outside the system using an in-built Email and Messaging feature. All correspondence (emails and messages) sent using 'Collab' are stored in GovGrants within the record (e.g., application, grant, amendment, payment) for which the communication was done. GovGrants also tracks replies received for emails and messages sent and stores them within the system.
18	Functional	Evaluations	The system must provide functionality to track and evaluate grantee performance over time across all grants, including key performance indicators (KPIs) and historical performance data.		Fit	Performance measurement is a key functionality in GovGrants. Linking program objectives with recipient progress drives better outcomes. Within GovGrants, RPOSD can set up a master list of strategic plans, goals, objectives, and Key performance indicators (KPIs) in the Planning module. Each strategic plan can have multiple goals, with multiple objectives for each goal. The RPOSD staff can optionally associate KPIs with the objectives, ultimately allowing for quantitative measurement of progress on the objectives (hence goals and strategic plans) via KPIs. Out of the box, the RPOSD staff can associate one or more KPIs (and objectives) with a given grant program. The RPOSD staff can associate the same KPI with multiple programs. For each program, the system allows the grant applicant to propose KPI targets within their grant application and then report progress made on each KPI through post-award reports.
						With this approach, the RPOSD staff can collect target and progress numbers for each KPI at the grant/project level and roll up the numbers (for all grantees) at the grant program level



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						and across grant programs to assess the progress made on a KPI. The system tracks historical performance data, including changes to the target and reported values for a given KPI for each grant award.
19	Functional	Evaluations	The system must be designed to integrate with AI plugins, ensuring future-proof capabilities for the next 5-10 years. This functionality should enable RPOSD to ask specific, natural language questions of the dataset. The AI integration should support advanced data analysis, predictive analytics, and automated insights to enhance decision-making and operational efficiency.	Optional	Fit	GovGrants platforms allow integration with Salesforce Einstein AI and other external AI tools to create customizable, predictive, and generative AI experiences that safely fit all business needs. They enable users to ask specific natural language questions to derive insights into data and information patterns, obtain specific information required for decision-making, and perform advanced data analysis (e.g., time taken to approve submitted claims) and predictive analytics. Thus, GovGrants can support the necessary AI capabilities to enhance decision-making and operational efficiency.
20	Functional	Funding Allocations	The system must support customizable workflows to accommodate the unique needs and processes of different grant programs, including the ability to create, modify, and manage workflows without requiring IT support.	Required	Fit	GovGrants supports the creation of an unlimited number of new non-competitive federal and state grant programs and their funding opportunities by the RPOSD staff. Based on the need, RPOSD staff can onboard any new programs and opportunities without REI staff's support. REI will train RPOSD staff to create new programs and announcements/opportunities. For each grant program, the RPOSD staff can set the required master data and system settings, such as form packages, templates, default workflow/approval steps, and approvers for downstream processes (applications, award setup, claims approval, etc.). Similarly, for each announcement or funding opportunity published in the system for a given program, the RPOSD staff can set the required master data and system settings, such as allocation amounts, funding accounts, match requirements, indirect cost settings, form packages, templates, budget categories, claim settings, period of performance, award ceiling, default workflow/approval steps and approvers for downstream processes. Most settings for an announcement are automatically inherited from the program but can be modified if needed. The announcement-level settings inform GovGrants on the forms, templates, business rules, and workflows for downstream grant processes. If there are program-specific workflows required that are not currently supported in GovGrants as a self-service model, then REI will customize GovGrants to add the necessary workflow types so that RPOSD can use such workflows for their grant processes without requesting IT support.



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21	Functional	Funding Allocations	The system must support both annual and multi-year funding allocation processes that allows for both expenditures and budgets to carry-over from prior funding years / periods.	Required	Fit	GovGrants supports funding allocations for annual and multi-year funding scenarios by allowing RPOSD staff to set up funding sources and accounts. For example, RPOSD staff can set up an annual or multi-year funding source for federal (or state) funds received with the total funded amount. Each funding source has a start and end date. Further, the staff can obligate and disburse grant funds from this funding source by setting up multiple funding accounts (each with different start/end dates) within the funding source, where each funding account is for a different year and has dollars appropriated. RPOSD staff can use a funding account to obligate grant funds to multiple subgrants (and projects within subgrants) and approve/pay sub-award expenditures. At any given time, GovGrants automatically tracks and displays the total funds obligated and expended from a funding account for a given subgrant, project, and across subgrants. RPOSD staff can reappropriate any unspent balance within a funding account to carry over funds to the new year's funding account. Finally, the GovGrants Amendment module also allows RPOSD staff to work with individual sub-grantees to carry over unused balances from the previous year's award to the new year's award.
22	Functional		The system must support grantors allocating one funding source to multiple grants / projects and tracking of funds at the grant / project level of detail.	Required	Fit	Refer to our response to item #21.
23	Functional	Funding Sources / Balances	The system must have the ability to setup grants establishing the grantor users for that grant, leveraging / creating award templates, and supporting a robust grant account structure for multiple awards / projects / activities within each grant.	Required		GovGrants allows RPOSD staff to set up a grant award (or sub-award) for each grantee (or sub-grantee) selected for funding. A grant owner (within RPOSD) can be assigned to each grant. Similarly, the default approvers within RPOSD can be set up for each grant for post-award activities, such as amendments, payments, progress reports, etc. GovGrants is template-driven, allowing RPOSD staff to leverage award templates (e.g., for budgets, grant agreements) when setting up a grant award.
						Also, refer to our response to item #21, describing how GovGrants supports tracking grant funds (obligations, expenditures, carryovers, etc.) using Funding Accounts.



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24	Functional	Funding Sources / Balances	The system must allow users to make adjustments to project budgets within a grant as needed with appropriate workflow and permissions.	Required	Fit	Out-of-the-box, the GovGrants Award Management module allows grantees and RPOSD staff to initiate changes to an active award via GovGrants' Amendments functionality. The amendment process guides user input and includes GovGrants dynamic approval workflow feature with its corresponding task creation and email notifications for assigned approvers. Once the amendment is approved, GovGrants creates a new award version that includes all amendment changes and becomes the new active award version. GovGrants supports varied and different amendments for grantees and grantors. Grantees can initiate scope changes, budget redirection changes, budget period changes, carry forward, and key personnel changes. Grantors can initiate any of these plus budget amendments.
25	Functional	Funding Sources / Balances	The system must have the ability to manage multi-year grant budgets that may be saved and stored for future use and analysis.	Required	Fit	GovGrants provides budgeting support for single-year and multi-year grant cycles. For example, RPOSD can collect a multi-year budget (sliced by budget period) within the grant application for multi-year grants but only obligate funds for the first-year budget in the initial award to the grantee. As the next budget period approaches, the RPOSD staff can release grant funds for the new budget period with a new grant agreement and against a new funding account. This budget period renewal is supported through the GovGrants Amendments module. The system stores and tracks the budget and expenditures for each budget period for a given grant, and this data is available for future use and analysis.
26	Functional	Funding Sources / Balances	The system must be able to generate grant budgets from application budgets once an application is selected for award.	Required	ı FIL	GovGrants automatically copies the budget from the grant application to the grant record set up by RPOSD staff in the system. If necessary, the RPOSD staff can send the grant record to the grantee for budget updates before executing the grant agreement.
27	Functional	Funding Sources / Balances	The system must have the ability to track and manage allocation amounts for reimbursement requests (including amounts that may cross a fiscal year) and applicable controls, such as budget stops and limits per business rules to facilitate the accrual process.	Required		Refer to our response to item #21, describing how GovGrants supports tracking grant funds (obligations, expenditures, carryovers, etc.) using Funding Accounts. RPOSD staff can allocate reimbursements requested through the GovGrants Payments module to one or more funding accounts - each associated with a different year. For example, RPOSD staff could prioritize the allocation of reimbursement amounts to the previous year's funding account before using the new year's money. In addition, GovGrants enforces basic checks in the Payments module, such as preventing grantees from overclaiming — both at the grant level and at the individual budget category level. If needed, REI can easily configure additional checks and limits per business rules that RPOSD may desire.
28	Functional	Funding Sources / Balances	The system must be able to track funding balances at a grant, grant project, and grantee level.	Required	Fit	Refer to our response to item #21, describing how GovGrants supports tracking grant funds (obligations, expenditures, carryovers, balance) using Funding Accounts at a subgrant (and project within subgrant) level. Similarly, using the funding accounts construct, GovGrants can track funding balances at the grantee level.



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29	Functional	Funding Sources / Balances	The system must allow grantees to set-up a pre-award budget as part of the application process.	Required	Fit	As discussed in our response to item #20, GovGrants allows RPOSD staff to set up the budget categories and other budget settings (e.g., match requirements and detailed budgeting requirements) for their grant announcement. The system automatically presents the budget template within the grant applications created in the system for the announcement, allowing grantees to complete and submit an application with a budget that meets the grant program requirements.
30	Functional	Funding Sources / Balances	The system must support different types of grants, for example grants in-perpetuity (formula grants) and competitive grants.	Required	Fit	GovGrants supports competitive, formula (allocation-based), and directed grant (no allocations) programs. When RPOSD staff publish an opportunity for a competitive grant program, the system allows all eligible applicant types to apply against the opportunity. However, only the invited applicants can apply for formula/allocation-based and directed (no allocation) grants. Throughout the grant life cycle, the system enforces checks and workflows for various grant program types. For example, the system ensures that the total budget submitted within a formula grant application equals the allocation amount for the applicant. Another example is that during the application review process, the RPOSD staff can request revision from the applicant on a formula grant application rather than on a competitive grant application.
31	Functional	Grant Application	The system must allow a grantor user to view or test newly created applications the same way that grantee users will experience the application prior to releasing the application.	Optional	Fit	GovGrants is designed to allow grantor agency staff (RPOSD staff) the ability to view all applications – both those that are pending and those that have been submitted. In creating and putting together form packages, RPOSD has the ability to test and preview the application prior to official launch and use by the end user. Grantor users may review the look and feel of the application budget, forms, etc., as well as perform a dry run of how the end user would interact with the forms. This ensures that the application cycle is executed smoothly within GovGrants.
32	Functional	Grant Application	The system must auto populate grantee application information based on grantee information saved in the system.	Required		GovGrants supports this requirement out of the box. The system auto-populates information such as the organization name, address, contacts, indirect cost rates, etc., from the organization profile into the grant application and downstream processes (awards, payments, etc.).
33	Functional	Grant Application	The system must allow grantor users to configure grant application templates that can be reused for new	Required		GovGrants allows system administrators to configure electronic forms, each consisting of a set of data fields of different data types such as text, numeric, date, currency, multi-select check box options, dropdowns (single select), and more. The RPOSD staff can bundle a set of forms



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			grants.			as form packages in the system to be completed by applicants within an application for a given announcement. A given form can be reused for multiple announcements belonging to different grant programs. Further, GovGrants allows RPOSD staff to set up document (attachment) templates and budget requirements (categories, codes, match requirements, etc.) within their announcement to make these templates and settings readily available in the online application for the applicants to complete an application per program requirements. In addition, GovGrants allows applicants to upload other document attachments without a template to provide additional supporting information as necessary.
34	Functional	Grant Application	The system must allow grantees to track the status for the funding opportunities that they have applied for.	Required		GovGrants provides functionality for grant applicants to view the status of their grant proposals in the Sub-Recipient Portal. In the Sub-Recipient Portal, all Grant applicants have permission to take the following actions: • Create and submit grant applications for Funding Opportunities; • Track the status of the submitted applications (e.g., submitted, under review, in negotiation, etc.); • Communicate directly with internal staff in the context of a grant application; • Provide any additional documentation/clarifications as requested by RPOSD; and • Manage the post-award process, including but not limited to progress reports, reimbursement requests, and amendment requests.
35	Functional	Grant Application	The system must allow grantees to search for grant funding opportunities that are published by the grantor.	Required	_	This built-in functionality in the external portal of GovGrants allows applicants/grantees to search and view published grant opportunities.
36	Functional	Grant Application	The system must allow grantee users to edit or withdraw applications that have been submitted prior to the application deadline.	Required	Fit	GovGrants allows applicant/grantee users to withdraw their submitted application before the application deadline. Further, GovGrants allows applicant/grantee users to update applications submitted to the grantor if the grantor requests a revision. Through configurations, it is possible to enable applicant/grantee users to update a submitted application before the application deadline without requiring RPOSD staff to request revisions.
37	Functional	Notifications	The system must have ability to inform applicants when they have successfully applied for a funding opportunity and notify grantors that a grantee has applied to a funding opportunity.	Required		GovGrants is designed to automate emails/notifications to users at various workflow stages, milestones, approvals, reviews, etc., along with any task notifications. This automated communication capability is standard in GovGrants and spans all modules on the grantor and grantee sides. Many standard notifications, such as successful applications for applicants, notifying grantors that a grantee has applied, notifying applicants of grantor feedback or need for additional information, amendments, award decisions, etc., are built



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						into the system.
38	Functional	Notifications	The system must support the ability to provide a grant award notification to a pre-defined group of grantor users (e.g., grant officer, grant fiscal user).	Required	Fit	As outlined in response to Requirement 37 above, GovGrants includes built-in automated notifications and email capability. GovGrants also includes integrated Automation workflow capabilities. These highly configurable features can be set up specifically to RPSOD requirements, such as sending a notification to a pre-defined group.
39	Functional	Notifications	The system must have the ability to stop notifications to grantees that are released from evaluation consideration for an award.	Required	Fit	This is available out of the box through the Application Review Module. GovGrants sends out trigger-based notifications and emails, and as such, it notifies applicants of the decision regarding their application. If applicants are released from evaluation consideration, they are notified accordingly and are no longer part of the process.
40	Functional	Notifications	The system must support configurable automated notifications and alerts for key events, such as application deadlines, milestone achievements, and compliance requirements, to keep all stakeholders informed.	Required	Fit	GovGrants provides configurable automated notifications out of the box. This capability is available throughout the product across all modules, including applications, reviews, monitoring, progress reports, payments, and closeouts.
41	Functional	Notifications	The system must allow grantor and grantee users the ability to configure automatic notification alerts for grant transactions / activities that occur at selected intervals such as daily or weekly.	Required	Fit	GovGrants is a task-based system that automatically assigns a task with an email alert to the next grantee or grantor user(s) who needs to take some action (e.g., review, approve, submit) on a given application, grant, or grant activity. Further, GovGrants supports automatic reminder emails sent to each registered user summarizing the upcoming tasks due or past due. A system admin can configure additional tasks and notifications to meet requirements for each grant and associated transactions/activities.
42	Functional	Notifications	The system must allow the creation of communication templates that could be used for grantor and grantee users.	Required	Fit	GovGrants enables the creation of communication templates directly through its user interface. A proven low-code platform, GovGrants provides a UI-based configuration tool to create, edit, and manage email and notification templates for grantor and grantee users.
43	Functional	Notifications	The system must have the ability to send notifications to registered grantee users about funding opportunities that are active/inactive/upcoming.	Required	Fit	GovGrants includes native email reminders, alerts, and the capability to send notifications/reminders to registered grantee users about funding opportunities, their status (active/inactive/upcoming), and any change in status. For example, notifications include alerts for a new funding opportunity, changes in the status of an opportunity, reminders for incomplete or unsubmitted applications, successfully submitted applications,



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						and even reminders or alerts of upcoming deadlines (expiration dates, report submission dates, invoice due etc.) and missed deadlines or delays. These are all configured in the system at the time of set up. Grantees receive these alerts and reminders via the GovGrants Grantee / Subrecipient portal interface and through emails.
44	Functional	Notifications	The system must support workflow notifications to both grantee and grantor users.	Required	Fit	GovGrants provides built-in capabilities for workflow notifications for all users, grantees, and grantors. These notifications are available to RPSOD out of the box for out of the box workflows and can also be further configured based on specific requirements.
45	Functional	Project Manageme nt	The system must support document version control, allowing users to track changes, manage versions, and revert to previous versions if necessary.	Required		GovGrants allows storing multiple versions of the same document in the system. These documents can be compared using the native editor from which they were created to compare changes. In addition, GovGrants offers a proprietary middleware tool to support easy integration with external document repositories, such as SharePoint, allowing storage of documents uploaded within GovGrants. Such document repositories offer managing versions, reverting to previous versions, etc.
46	Functional	Project Manageme nt	The system must allow users to drill down into grant activities / transactions from their dashboard. This includes attaching documents as necessary.	Required	Fit	GovGrants provides a wide range of dashboards throughout the grant lifecycle. These dashboards (e.g., task dashboards) reflect only those business records that a particular user can access. These dashboards also allow drilling down from a summary/aggregated view to specific records, allowing users to navigate to those records for making updates and attaching documents. For example, this may include navigating to a specific grant record or a grant activity record to review and approve that record.
						GovGrants supports attaching all file types, including Microsoft® Word, PowerPoint, Excel, Adobe® PDFs, and image files.
47	Functional	Project Manageme nt	The system must allow users to complete grant activities / transactions from their dashboard.	Required	Fit	Refer to our response to item #46.
48	Functional	Project Manageme nt	The system must support the use of configurable checklists (e.g., checklist to close a grant, start of grant application, or reimbursement requests)	Required	Fit	GovGrants natively supports configurable checklists throughout the various grant phases, including the application phase, grant reimbursements, closeout, etc. RPOSD staff can create checklist templates for various grant phases and upload them to their grant program's announcement record. The system automatically makes a checklist template available in the relevant grant phase for the users to download, complete, and upload. In addition, GovGrants offers online forms that the system admin can configure for each grant



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						program with specific checklist items to allow users to complete the checklist electronically within the system in the relevant grant phase.
49	Functional	Project Manageme nt	The system must allow users to set up projects and milestone events within different grant programs.	Required	Fit	GovGrants offers native capabilities that REI can configure to allow users to set up projects and their milestones for each grant program.
50	Functional	Project Manageme nt	The system must have the ability to automate checklist completion with grantor users confirming final status to help provide an efficient close out of an Award / Project / Activity by role and/or user.	Required	Fit	The GovGrants OOTB Closeout Module allows for individual grant closures at any time. The Closeout record automatically displays any pending workflows related to the grant, such as pending payment requests or still open progress reports. Internal staff can bring closure to these open processes by working with the grantee or force-close them and continue with the grant closure. As a best practice for grants management, GovGrants provides a closeout checklist. The designated RPOSD staff can complete the closeout checklist to confirm that they have completed all activities required to move forward with the grant closure. REI can automate completion of the checklist items if needed based on discussions with RPOSD. GovGrants also offers an in-built workflow process that allows RPOSD staff to send the closeout checklist to the designated grantee user for acknowledgment and through internal approvals before completing the grant closeout.
51	Functional	Project Manageme nt	The system must provide functionality for users to add comments and annotations within a grant for tracking / internal purposes.	Required	I ⊨IT	GovGrants comes built with a Notes feature that is standard across the entire system. This feature is present on all key grant management record types (e.g., application, grant award, grant progress report, grant payment request, and closeout record). RPOSD staff can add notes to various records, which can be configured for only internal users to access.
52	Functional	Project Manageme nt	The system must allow grantees to make corrections to payment requests, amendments, status reports and applications prior to final submission or approval.	Required	Fit	GovGrants allows for the complete processing of pre-award and post-award activities, such as applications, amendments, payment requests, and progress reports. The processing includes a multi-step dynamic approval process that can differ by award and even at the individual record level, like amendments or progress reports. RPOSD approver assigned to a record can either approve a record or send it back to the grantee for corrections for final submission and approval.



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53	Functional	Project Manageme nt	The system must provide the ability for users to utilize reports & dashboards to review and track projects, tasks, and milestones.	Required	Fit	GovGrants supports reporting and extracting data in multiple formats, including CSV and XLS formats. GovGrants Analytics Module provides out-of-box canned reports based on the common report types requested by our customers. These include reports such as Application Status report, Application Review Status report, and more. In addition, RPOSD users will be able to use GovGrants' user-friendly and powerful drag-and-drop report builder. It enables users to create meaningful reports from any object and data captured in GovGrants. It also allows for customizing existing canned reports instead of starting them from scratch. Data can be filtered and grouped by user, program, task type, status, fiscal year, etc. Users can add visual charts to visualize the data summary in each report through pie charts, bar charts, etc. Further, the RPOSD system admin can add such charts to various grant phases within GovGrants so users can readily access data insights. GovGrants also offers power dynamic dashboarding (Tableau-like) capabilities using the native Salesforce CRM platform that allows building multiple connected charts with data tables and drill-down capabilities to get deeper insights.
54	Functional	Project Manageme nt	The system must provide the ability for the grantor to view on dashboard the total grant dollars allocated, remaining balances for each grant funded, and remaining balances to allocate.	Required	Fit	The system tracks the total funds obligated from each funding account (federal or state) against the announcement-level allocations and clearly shows the remaining balance. Furthermore, GovGrants tracks spending/expenditures and balances when payments/claims are approved for individual grant awards within the system and split paid from associated funding accounts. The system automatically rolls up the total expenditures approved/paid at the individual sub-award level (from each funding account) to the overall funding account level. It shows the remaining obligation balance for the overall funding account. The system further rolls up the numbers from funding accounts to the funding source level, showing individual federal and state grant award balances. REI can configure a dashboard to view the allocated grant dollars, remaining allocations, and balances.
55	Functional	Project Manageme nt	The system must support the ability for grantor users to create forms that grantees can download or populate in the system and then print.	Required	Ei+	GovGrants allows system administrators to configure electronic forms, each consisting of a set of data fields of different data types such as text, numeric, date, currency, multi-select check box options, dropdowns (single select), and more. The RPOSD staff can bundle a set of forms as form packages in the system to be completed by applicants within an application for a given announcement. Forms can also be set up for post-award processes like payments and progress reports. Grantee users can complete such forms during the relevant grant phase and submit them to RPOSD as part of their application, progress reports, etc.



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						Further, GovGrants allows RPOSD staff to upload form templates as attachments within their announcement to make these templates and settings readily available in the online application, progress reports, payments, and other grant activities for the applicants to download, complete, and upload as part of their application, progress reports, etc.
56	Functional	Project Manageme nt	The system must support the ability to group grantees into subgroups that role up into one larger entity, e.g., the City of Los Angeles has 43 study areas that role up underneath it.	Required		Each grantee organization (e.g., City of LA) within GovGrants can have multiple child organizations (i.e., 43 study areas). Using this organization hierarchy concept within GovGrants, REI anticipates supporting this requirement.
57	Functional	Project Management	The system must allow users to see a preview of a populated form prior to submission and/or printing.	Required	Fit	GovGrants external portal allows grantees to preview, download (as PDF), and print grant applications (including forms) before submission.
58	Functional	Project Management	The system must support parent/child relationships for projects within a grant.	Required	I FIT	GovGrants natively allows multiple applications to be submitted against one funding opportunity announcement by an applicant. This capability allows applicants to submit multiple applications, each containing a different project supporting the grant program. This allows the applicant to provide a separate budget and meet match requirements for each project. Each application/project can be issued and administered as an individual grant. With some configuration, REI can allow RPOSD staff to associate related projects. In addition, GovGrants can also support multiple projects with a single grant application, resulting in one grant award (parent) for all projects (children).
59	Functional	Project Manageme nt	The system must allow users to bookmark pages for easier access or support configurable dashboards and home screens to enable quicker navigation.	Required	Fit	GovGrants 'Recently Viewed' feature allows quick access to recently visited records. Further, GovGrants assigns tasks to users who need to take action within a system on a grant record. A user can easily view a list of assigned tasks and open that task to navigate to the associated grant record to perform the necessary action. All tasks assigned to a user are summarized on the Home screen using pre-configured dashboards, allowing users to quickly know tasks due in the next few days, past due, etc. In addition, GovGrants has a global search feature that enables users to search any record within the system using keywords and navigate to that record from the search results.
60	Functional	Project Manageme nt	Authorized grantor users must have the ability to review and if necessary, delete documents uploaded by grantee users with notifications provided to the impacted	Required	Gap	GovGrants allows only LA Parks system admin users to delete documents uploaded by grantee users. With additional configuration and customizations, it is possible to enable designated business users within RPOSD to delete documents and notify a grantee automatically when a document is deleted. In addition, REI can customize GovGrants to



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			grantee. This feature must be supported by an audit trail.			track the audit trail of who/when a document was deleted.
61	Functional	Project Manageme nt	The system must have the ability to re-route workflow assignments based on availability, provide escalation paths based on user-defined criteria (e.g., minimum period of no response), provide event- driven notifications by e-mail, provide event-driven notifications in a user's view of the solution, allow configurable notifications, and attach relevant documents to the workflow process.	Required	Fit	GovGrants has a task re-assignment feature that allows a LA Parks user to re-assign his/her assigned tasks within a workflow to another user within the system. Further, an LA Parks manager can run reports to view incomplete tasks assigned to users within his/her program, team, division, etc., and identify tasks with no response or past due tasks. The system admin user designated by RPOSD can re-assign tasks for any user to other users within the system. GovGrants offers a robust email notification engine that sends automatic notifications to users throughout the grant lifecycle. As a part of the initial GovGrants configuration, all workflow rules and corresponding email notifications are set up. Email alerts are triggered automatically for specific events within a workflow rule (e.g., the date of required action has passed) or upon a change in the status of an approval process (e.g., record is approved). Such notifications are emailed to the user's inbox and viewable on the GovGrants notifications area.
62	Functional	Project Manageme nt	The system must allow users with appropriate permissions the ability to assign tasks to other users.	Required	Fit	GovGrants is a task-based system that allows designated users to assign tasks to internal and external users. For example, a grant program manager can assign an application review task to a staff member designated as the application reviewer for a grant program. Similarly, an LA Parks staff can assign a task to a grantee user (or users) to revise a submitted grant application.
63	Functional	Project Manageme nt	Discussion of customization effort required to meet requirements not satisfied by the out-of-the-box product.	Required		The base GovGrants product can address most of RPOSD's requirements, reducing the need for extensive custom coding, complex testing, and substantial documentation. REI has developed a standard implementation approach for successfully deploying GovGrants. REI's implementation approach is comprised of three major phases – Envision, Build, and Deploy. The key activities of each of the phases are as follows: Envision – Base product installation, project plan baselining, project governance setup, product walkthroughs, and gap analysis. Based on gap analysis, customization or configuration efforts are discussed with RPOSD Build – Configuration, system integration development, and full system testing Deploy – User acceptance testing, training, and production deployment



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
64	Functional	Reimbursements / Advances	The system must allow grantees to create and submit reimbursement requests.	Required	Fit	Out-of-the-box, GovGrants allows RPOSD staff to set up a recurring payment schedule for each grant award using a set frequency such as monthly, quarterly, etc. Then, based on the schedule, GovGrants creates a task automatically for the grantee user so they can submit payment or reimbursement requests electronically to RPOSD in the system. In addition, the Payment Request module allows users to initiate, complete, and submit ad hoc reimbursement requests for payment. The approval process allows RPOSD staff to either approve or send back the request to the grantee for revisions if required. The payment request module is configurable and can mandate requisite supporting documentation and detailed budget tracking and enforcement. The GovGrants allows grantees to submit reimbursements with claim amounts broken down by budget categories or accounting codes.
65	Functional	Reimbursements / Advances	The system must prevent grantors from submitting reimbursement requests when they are not in good standing.	Required		Using GovGrants Approval process, the system can allow users to reject reimbursements requests when grantees are not in good standing. The system can also be configured to prevent grantee users from submitting reimbursement requests if a grantee is in the 'high risk' category or not in good standing.
66	Functional	Reports	The system must provide a comprehensive financial report that details the status of grant applications by phase, summing the grant amount for applications in progress, by grantee, study area, and type. The report should provide real-time updates, allow for customization and filtering, and include drill-down functionality for detailed information. Additionally, it must generate automated summary reports at predefined intervals and support exports in multiple formats.	Required	Fit	GovGrants natively offers a robust, drag-and-drop report builder capability. RPOSD staff will be empowered to create a wide range of reports (i.e., tabular, matrix, joined) using any data element/field captured in the system. RPOSD staff can run reports across grants by project or category to get holistic visibility into applications or awarded grants. These reports can be filtered, aggregated, and linked across data tables. These reports also allow for drilling down from a summary/aggregated view to specific records if desired. GovGrants allows users to automatically schedule and run any defined report on a defined schedule, and have those reports automatically emailed to specified users or groups.
67	Functional	Reports	The system must provide an "age of funding" metric that tracks the time elapsed from when grant funds become available to when they are utilized. This metric should be available for each study area and summed by grantee, highlighting funds that have remained unused for extended periods. The report should include real-time	Required	Fit	GovGrants can meet this requirement through a report that REI can configure for RPOSD. The report will show all awarded grants with unused balances. For each awarded grant, the report will show details such as the awarded date for grant funds, awarded and spent amounts, remaining balance, etc., with a breakdown by study area. In addition, this report can also include a field that shows days that have elapsed (from the current date) since the award date – thus allowing LA Parks staff to follow up with grantees to provide a plan for utilizing unused balances. LA Parks can filter data within the reports (e.g., days elapsed >



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
			updates, allow for filtering and customization, and support export in multiple formats.			365) and export data in CSV/XLS formats.
68	Functional	Reports	The Contractor is to provide example reports generated by the system.	Required	Fit	The Analytics module in GovGrants provides out-of-box canned reports based on the common report types requested by our customers over the past 25+ years. These include: Announcements and Status, By Organization Announcements, By Funding Accounts Announcements, By Status, By Owner Applications w/Average Review Scores Applications w/Status Pre-Applications, By Status, & Announcement FDMs w/Applications and Recommendations Applications, By Status Pre-Applications, By Status Amendment by Status Amendment Requests by Status
						Applications, By Announcement & Reviewer Awards, By Funding Organization Awards, By Status Awards, By Status, By Funding Organization Closeouts, By Status Corrective Actions, By Award Funding Accounts, With Awards and Balances KPIs, With Actuals, By Award Amendments, By Amendment status, By Subrecipient Organization



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						Award Risk Assessments, By Subrecipient Desk Review w/ Corrective actions Focus Areas by Subrecipient Organization Key outcome group by KPI group by domain Payment Requests, by Grant Payment Requests by Award & Funding Org Progress Reports, By Award Applications, By Applicant Organization Contacts, By Subrecipient Organization Site Visit/Desk Reviews, By Organization Grants, By Program Grants, By Subrecipient Organization Grants, w/ Overdue Progress Reports KPIs, w/ Actuals by Grantor Organization Organization Risk Assessments Pending Registrations Tasks, By Task Type, By Assignee Additional reports can be easily added, and existing reports can be modified or removed, as needed, based on the specific reporting needs.
69	Functional	Reports	The system must support the ability for external users to run and download reports for their grantee organization (current/past grants, annual allocations).	Required	ŀΙT	GovGrants provides out-of-the-box reporting features for external users as well. External users can view and download reports for their organization, including current/past grants, annual allocations, progress reports, and more.
70	Functional	Reports	The system must have the ability to track agency grantee user activities and report on last activity date for the users.	Required		GovGrants provides an automated audit trail for all users, including external users. The system captures all external user logins, including login history per user and record-level activity performed by a user, such as data/time stamps when a user updates a record or uploads a document. In addition, GovGrants also tracks field-level changes made by a user, including old and new values, and date/time stamp for the updates.



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
71	Functional	Reports	The system must have the capability to allow users to create ad-hoc reports and dashboards to track various elements of a grant.	Required		GovGrants includes a comprehensive Analytics module. This module allows users to create drag-and-drop ad hoc reports and dashboards using any data element in the system. The Analytics module allows setting up summary reports, detailed reports, pivot-style aggregation reports, and joined reports for various data elements of grants, grant performance metrics, and system usage and adoption. Users can further set up visual dashboards for the reports/metrics they want to track.
						In addition, GovGrants also includes standard canned reports and dashboards, which users can edit to create new reports and dashboards.
						Finally, all report data can be exported in csv or xls, and printed using built-in, print-friendly formats.
72	Functional	Reports	The system must have the ability to create scheduled batch reports and distribute them to users.	Required		GovGrants has a built-in capability to schedule and automate the distribution of reports. LA Parks staff can schedule a daily, weekly, and monthly report based on one or more conditions. These reports are automatically distributed by email to specified users.
73	Functional	Reports	The system must allow users with the appropriate user role to share new custom reports with other users.	Optional	Fit	GovGrants allows users to share existing or new reports with other users. Users can share reports with other users by saving them in the public folder. Additionally, reports can be shared via email with specific users, as discussed in our response to item #72.
74	Functional	Reports	The system must be able to perform analytical trending and recognize data patterns, generate variance analysis reports and support predictive modeling.	Optional	Fit	GovGrants, a system built upon the Salesforce.com platform, offers comprehensive reporting and analytics capabilities that allow users to track, manage, and analyze grant data effectively. The reporting capability of GovGrants leverages the native Salesforce reporting functionality and integrates with Tableau and Power BI tools, offering powerful business intelligence capabilities. GovGrants also offers power dynamic dashboarding (Tableau-like) capabilities using the native Salesforce CRM platform (additional subscription) that allows building multiple connected charts with data tables and drill-down capabilities to get deeper insights and recognize data patterns, trends, and variances. Lastly, GovGrants' underlying platform (Salesforce) offers AI capabilities through its Einstein component that can leverage RPOSD data to create customizable, predictive, and generative AI experiences to fit business needs safely.
75	Functional	Reports	The system must allow users to export reports to various	Required	Fit	GovGrants users can export all reports and report data to xls, csv file formats.



	ou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
				file formats, including .pdf, .xlsx, and .csv.			
7	76	Functional		The Contractor is to supply representative architecture of the final New GMS including Details of ActiveDirectory integration with multi-factor support; and, Capabilities of any available API to (a) pull data out of solution for use in RPOSD's data warehouse project and (b) drive the solution workflow.			Government Officials Grants/Program Staff Fiscal Staff Grantees/Applicants Integration Gateway Browser Mobile/Tablet Internal (Full Access) Force com No Authentication As a Grantee As a Grantee As a Grantee Standard/Ad hoc Party Standar



GovGrants also offers unique and ever-evolving capabilities across its multiple architecture layers.



Infrastructure Layer: Through configuration, REI has created profiles, roles, hierarchies, and rules that are enforced in the user interface, reports, dashboards, search results, and an API. REI has taken the object models from our other grants systems such as applications, awards, reviews, post-award submissions, audits, and site visits and ported them to the Force.com platform.

These components are used to build the GovGrants components and the resulting solution. Only some of those key components are described in the following subsections.

Application Layer: REI has built a tailored business process starting from the Planning stage to the Closeout stage of the grants lifecycle using standard and custom objects, Visualforce rendered HTML pages, native workflows, and validation rules. We were able to build an intuitive user interface or web pages using Apex codes (very similar to Java), and AngularJS (JavaScript) libraries, and Highcharts (for dashboards). All these components are bundled together, tested, and deployed as a product. Most of the configurations are saved as metadata and are easy to change if there is a desire to change them in the future.

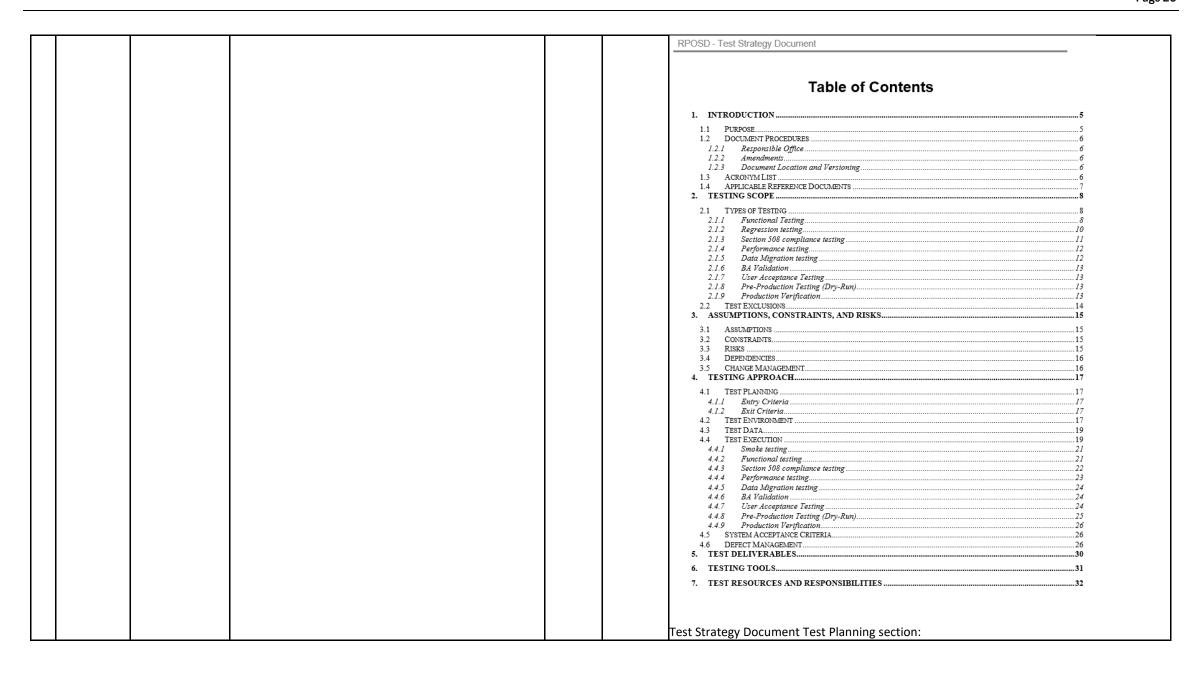
Access Layer: All access will be roles-based with fine-tuning at a granular level through groups/profiles and sharing rules. Our system supports two distinct portal solutions meeting all user needs: an internal user portal for all the government users; an external portal for Subrecipients, and SME reviewers. This is in addition to the publicly available Recipient Portal that is meant to share grants information with applicants / recipients.

Web Layer: The web browser is the universal client to both the publicly available Grants Portal as well as the Internal Portal. The solution supports any rendition on mobile devices, but propose full-scale, mobile enablement as part of a future engagement. When complete,



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						the system will support a variety of users such as grant and program officials, stakeholders, recipients, and SME's. Each user only sees information allowed by the roles assigned to them. By creating read-only roles on grant and application files, paper can be reduced, and information can be made accessible quickly. Integration Gateway: All the identified internal (enterprise and agency-specific) systems and any external systems like grants.gov will be integrated through industry standard integration protocol and processes, such as web services. The Force.com platform exposes a broad collection of APIs as both REST and SOAP web services. Additionally, a large and growing number of integration toolsets and connectors provide out-of-the-box support for the Salesforce.com platform. The Salesforce.com APIs are extremely well exercised. Roughly half of the one billion daily transactions processed each day by the Salesforce cloud run through Force.com APIs. Additional GovGrants Integration capabilities are detailed in Section C.5.3 (Integration Approach)
77	Functional	Reports	The Contractor is to provide sample QA test plans and test reports.	Required	Fit	REI incorporates lessons learned from our 30+ years of providing IT solutions to government into our QA test plans and comprehensive test reports. The follow are excerpts from our QA Test Plans and Test Reports: QA Test Plans: Test Strategy document Table of Contents:







Cou	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						ApTest Manager (ATM) will used to create, edit and execute the test cases. Test cases will be designed by referring to requirements, mockups, and data model. Peer Reviews for test cases will be conducted for accuracy and coverage using a pre-defined peer review checklist. Some test cases will be peer reviewed using team reviews while others will be reviewed using team reviews while others will be reviewed using team reviews while others will be reviewed using team reviews whell content that the states are selected and uploaded to ATM. Test case versioning is maintained in ATM as a result of any updated made during the testing phase. 4.1.1 Entry Criteria Testing team will begin writing test cases after the following has occurred: • Testing team will begin writing test cases after the following has occurred: • Testing team will begin writing test cases after the following has occurred: • Testing team has participated in knowledge transfer sessions with the Business Analyst (BA) to understand the requirements thoroughly. The BA will do a walk-through of the mock-ups and provide requirements clarification where needed. • A requirement analysis and design discussion has been conducted between the Business Analyst (BA), testing team member. Database Development Engineer (DDE), and the responsible developer(s) to ensure there is a clear understanding of the requirements, the functionality, and the data model. 4.1.2 Exit Criteria Test planning will be considered complete after the following has occurred: • The testing team has completed creating detailed test cases (positive, negative, boundary value, etc.) for all requirements specified in "[R2]-PMM-Generic Site Visits Requirements' document. • A formal peer review of the test cases based on the peer review feedback. • Each test case has been mapped to a specific requirement for Requirement Traceability Matrix (RTM) and vice versa. • Within the ATM the test sets have been created from the test sets for every cycle of testing to be performed. Note: The fol
						Table of Contents:



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						Sheet Na	me	T	What Does It Contai	n?			▼
							Summary			by Capability and Feature			
						Issues Su	mmary ance Test R			apability and Feature ime for performance tests c	andusted on	critical actions	rolated to
									capabilities and feat	tures planned in UAT #1			
							Checklist		before an item is se				·
						Function	al Test Che		Contains a list of sta typical developmen	ndard functional tests that a t items.	are performe	d by the testing	team for
						Performa	nce Test C		Contains a list of sta system.	ndard performance tests th	at are execut	ed on pages thr	oughout the
						Checklist		t Results	Contains the list of (user stories and their associ	ated results f	rom the test ch	ecklists.
							Opportunities	Browse	Start an NOI	As an applicant user (DAI, primary or	Test Passed	Test Passed	Compliant
						60		Select		secondary), I can start an NOI for a competitive announcement, so my agency can complete and submit the NOI to RPOSD			
						10008	Opportunities	Browse Select	Complete an NOI	As an applicant user (DAI, primary or secondary), I can edit & complete the NOI in GMS, so that the authorized official in my agency can submit the NOI to RPOSD.		Test Passed	Compliant
						10009	Opportunities	Browse Select	Submit an NOI	As a Record Owner/Primary User/DAI user, I want to submit a NOI, so that I can notify RPOSD of my intentions to apply for a grant.		Test Passed	Compliant
						10656	Opportunities	Browse Select	Acknowledge an NOI	As the announcement record owner, I want the ability to view the submitted NO and optionally send an email notification to the sub-recipients,		Test Passed	Compliant
						11546	Opportunities Application		Setup an application package	so I can acknowledge receipt of an NOI. As a EEF, Project Manager, Project Staff, System Admin user I can setup a new application package containing a set of application forms, so that I can associate the new application package to an announcement and ensure that the system asks the applicants to fill out the application forms specified in the package		Test Passed	Compliant
						11326	Opportunities Application			Nas a record owner for an announcement, I I want the ability to select application package applicable for the announcement, so that the system can present the applicable forms to the applicants working on their application		Test Passed	Compliant
						11323	Opportunities Application		Start a Competitive Application	As a DAI, primary, and secondary user I can start an application for a competitive announcement, so that my agency staff can complete and submit the application electronically to RPOSD.		Test Passed	Compliant
						Test Re	eport			submit the application electronically to			



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						Capability Feature Total Announcement Announcement Entitlements, Non-Competitive Discretionary, Cooperative Agreements 139 Announcement An
78	Functional	Reports	The Contractor is to provide example project management techniques used to ensure a correct onschedule delivery (e.g., Grant chart, status reports, etc., anonymized are acceptable). The example project plan must show timelines, artifacts and expectations on key delivery phases (requirements, development, QA).	Required		REI will follow proven project management techniques (used for 20+ successful GovGrants implementations) to ensure a successful, on-schedule GMS delivery. We have provided an example PMP in Section C.8 below.
79	Functional	Reports	The system must support the creation of reports based on user defined hashtags. For example, using a hashtag such as "#playgrounds," RPOSD can generate a report detailing the total investment RPOSD has made in playground replacements in South Los Angeles between 2020 and 2024. This functionality should allow users to tag and query grants and activities, enabling quick and precise reporting based on specific criteria and keywords.	Required		REI will address this requirement through configuration based on the RPOSD requirements. For example, REI can create and add a hashtag field within the grant record so that users can define hashtags for specific records or data. Through the reporting interface, the RPSOD staff can generate reports using this hashtag and other filter criteria (e.g., year).
80	Functional	Security	The system must maintain comprehensive audit trails for all user actions and system transactions to ensure transparency, accountability, and ease of reference.	Required	Fit	GovGrants provides detailed auditing capabilities, including user actions and transaction history out of the box. Audit Trails are natively provided at 2 levels: - Systemwide: User login history is visible per user and shows the timestamp, IP address, activity, and type of device used.



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						- Business record level: Shows the old field value, new field value, timestamp of the change, and the user who made the change. Similarly, approval history shows an audit of who/which user approved what. In addition, GovGrants also automatically takes snapshots of the entire business record, each in a PDF format, upon critical transition points of a record (e.g., application submission, or application re-submission).
81	Functional	Security	The system must allow grantors to assign a status to grantees and this status should be configurable to restrict grantee activity in the system.	Required	Fit	GovGrants offers a status-based workflow for each record type, such as application, grant, progress reports, etc. As a given record progresses through the workflow (e.g., grantor approves a progress report), the system automatically updates its status (e.g., approved). Further, as the status of the record is updated in the system, GovGrants restricts what data fields can be updated in the record and by whom. These restrictions are completely configurable.
82	Functional	Security	The system can apply security restrictions to restrict data elements on system pages and system reports to authorized users (e.g., grantee user cannot view grant data for grants they are not assigned to manage).	Required	Fit	In GovGrants, access to data, reports, and functionalities is restricted based on roles and user groups defined in the system. By defining these roles and profiles, user permissions are managed at multiple levels, including modules, records, and field levels. This ensures that a grantee user can view only their grant data, and even internal users might have restricted access to certain data based on security and access considerations. There is no limit to the role / profile-based security level supported within GovGrants. It provides much control over data access and permissions that can be further configured based on the organization's needs.
83	Functional	Security	The system must allow for an RPOSD administrator with authorized role(s) to maintain users (e.g., modify / delete) and to setup automated user maintenance "jobs" (e.g., purging of inactive users).	Required	Fit	GovGrants enables authorized users to be set up as system administrators to manage user accounts and access. Administrators can activate or inactivate users directly within the system. GovGrants also supports automated back-end jobs that can inactivate user accounts for users who have not logged into the system in the last few weeks or months.
84	Functional	Training and User Support	The system must support the use of a training information page or "How to section to help users navigate the system.	Required	Fit	GovGrants deploys multiple mechanisms to help train / guide the end-user through the grants management processes, including customizable online contextual help (i.e., step-by-step on-screen dynamic instructions for completing an action), on-screen static instructions, field-level hover-over help text, FAQs, and an online knowledge base portal with key reference materials. System user manuals are also posted in the online knowledgebase for easy access. In addition, GovGrants also includes a Chatbot/GPT Support Assistant that can



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
						provide users with answers related to system functionality, thus reducing the need for user support.
85	Functional	Training and User Support	The system must support a glossary of terms.	Required	Fit	A glossary of terms is available within the system and is included in the online knowledge base.
86	Technical	Grant Application	The system must support search and filter functionality that allows grantor and grantee staff to conduct advanced searches when looking for grants, such as wildcard searches, etc.	Required	Ei+	GovGrants includes a powerful global search functionality that allows users to search using multiple keyword parameters (including wildcards,) and apply filters to view targeted lists of business records. Additionally, users can leverage robust search capabilities by using any field or characteristic, such as name, state, project ID, county, notes/comment fields, or file name of uploaded documents. This ensures that users (both grantor and grantee) can easily locate relevant information.
87	Technical	Interfacing	The system must be designed with a focus on simplicity and intuitiveness, providing a seamless user experience for both grantor and grantee users, incorporating best practices in user interfacing design.	Required	Ei+	REI understands that deploying a system that offers ease of use and a user-friendly design is core to any agency broadly adopting a new online system. The GovGrants user interface was built utilizing modern web application design principles and usability best practices. Intuitive navigation, ease of search, numerous locations for user tooltips and help text, and the consistent visualization of data are themes for both internal and grantee users. In addition, grouping data and data elements is systematically designed to accelerate end-user adoption and minimize the need for extra training.
						In addition, GovGrants maintains a consistent look, feel, navigation, etc., for all the modules across the entire product to ensure users feel comfortable working within the system. We also utilize the built-in workflow automation, notifications, reminders, etc. to make it easy for the user to complete their transactions within the system easily.
88	Technical	Interfacing	The system must integrate / interface with the County's financial system, eCAPs (CGI Advantage ERP).	Required	Fit	It is very common for a GovGrants implementation to include system integration with a financial system. The ability to interface with third-party financial management systems (e.g., Oracle PeopleSoft, CGI Advantage, Oracle Financials, NetSuite, etc.) is a strength of the solution. GovGrants supports integrations through APIs, middleware / API Managers (i.e.: Mulesoft), and flat file integration.
89	Technical	Interfacing	The system must have analytical reporting features or have ability to connect / interface / integrate with a third party analytical application.	Optional	FIT	GovGrants provides an integrated Analytics module that provides standard Grants Management lifecycle reports and dashboards. Users can consume these reports as is or modify them (sort, filter, drill down) based on their reporting needs. Users can also create ad hoc reports using a drag-and-drop interface with all grant data elements.



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						GovGrants also offers integration with tools such as Tableau, PowerBI, and other statistics / modeling / data analysis software for more extensive analytical processing.
90	Technical	Interfacing	The system must provide advanced reporting and analytics capabilities, including customizable dashboards and real-time data visualization using Tableau, to support strategic decision-making.	Required	Fit	Please refer response to Requirement 89. GovGrants offers reporting and analytics capabilities out of the box including real-time and customizable dashboards via the Analytics module. For a more advanced version of analytics and visualization, to support tracking / monitoring of key metrics, GovGrants also provides a native connector to Tableau. REI can also set up Tableau dashboards based on RPSOD requirements at the time of project delivery.
91	Technical	Interfacing	The system must support API-based data integration capabilities, and allow downloading data for use in another reporting tool (e.g., PowerBI).	Required	1 116	GovGrants natively supports API-based data integration. All data within GovGrants is available for export / download for further processing in another system or tool such as PowerBI. GovGrants also offers a ready-made connector for PowerBI for advanced analytics.
92	Technical	Interfacing	The system must support document formats for upload including .pdf, .docx, .xlsx, .csv, .png, and .jpg.	Required	Fit	GovGrants supports the ability to upload all types of documents and handles storage, archive, parameter-based searches, and retrieval of these documents with associated metadata like author, created by, modified by, name, description, etc. File types include but are not limited to Microsoft Word, Microsoft Excel, Microsoft PowerPoint, .PNG, .JPG, .GIF, and PDF.
93	Technical	Interfacing	The system must support document formats for downloading as .pdf, and Excel/CSV	Required		GovGrants allows all reports to be saved, exported, and shared. Reports can be saved in multiple formats including XLS and CSV formats. In addition, GovGrants displays records in various list pages across all grant phases. A user can download the list of records from these list pages in PDF and XLS format.
94	Technical	Interfacing	The system must support linking grants project information to the LA Parks Portal (an Esri application).	Required		GovGrants facilitates system integration with third-party systems, including ESRI applications, both within and outside an organization. There are multiple options (Native APIs, Enterprise Service Bus, Email utility, etc.) to enable data to be written to and from external systems.
95	Technical	Interfacing	The system must allow for grantees to specify the location of grant scope by using "what3words" location and/or draw polygons on a map. This information and association data must be able to be utilized by RPOSD required by Park Investment Viewer and LA Parks Portal.	Optional	Gap	The GovGrants platform provides some capabilities for handling geospatial data. The system provides geocoding of addresses and locations for display on maps available out of the box. For external systems, GovGrants can share this data via custom integration either for the creation of new maps or updating exciting ones, for example on the LA Parks portal. If there are specific map use cases that are more complex, we can provide an API to connect with a tool like ArcGIS which can satisfy the requirements.



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
96	Technical	Project Manageme nt	The system must allow authorized users to access historical data based on their current user permissions.	Required	Fit	GovGrants provides authorized users access to all data, historical and current, based on agreed-upon, pre-defined user access and security controls and permissions. GovGrants leverages the native Roles and Profiles (permission) capabilities to configure this access, as needed.
97	Technical	Security	The system must have the ability to automatically lock user accounts after a configured number of unsuccessful login attempts.	Required	Fit	GovGrants enforces a lockout function that disables an account combination after a predetermined number of failed login attempts. The policy currently in GovGrants disables user's access after 3 unsuccessful login attempts; however, this is configurable to RPSOD specific rules.
98	Technical	Security	The system must support user password reset through self-service functionality.	Required	Fit	All system users can retrieve or reset their passwords by selecting the 'Forgot Password' option on the GovGrants login page. This is a self-service approach that does not require System Administrator involvement.
99	Technical	Security	The system must automatically log a user out after a period of inactivity (timeout) that does not impact any background jobs (processes) that may have been launched by the user if the system automatically ends the inactive user's session.	Optional	Fit	GovGrants lets administrators control when an inactive user session expires. The default session timeout is two hours of inactivity, but other options are also available. When the session timeout is reached, users are prompted with a dialog that allows them to log out or continue working. If they don't respond to this prompt, they're logged out. This timeout setting can be applied at the profile level, thereby providing the ability to set different timeouts for internal and external users.
100	Technical	Security	The system must support the ability to secure data by field and by group (e.g., grant officers can see all the data for the grants / grantees they manage, RPOSD executives can see data for all grantees).		Fit	User-level access is natively controlled by a combination of Roles and Profiles in GovGrants. Profiles define how a user with a profile accesses records, how they see data, and what they can do with the data. GovGrants provides the ability to control data access at the record and even individual field level. Roles define what data users can see in the system, in other words, record-level access is controlled using roles. Users at any given role level can view, edit, and report on all data owned by or shared with users below them in the hierarchy. Each user has one Profile and one Role. GovGrants provides controls to manage this access at a granular level, and the ability to share data across different roles, add extra permissions for a user, and combine similar sets of users into a group or a queue.
101	Technical	Security	The system must authenticate internal users against County Azure Active Directory.	Required	Fit	GovGrants can integrate and implement single sign-on authorization via direct authentication and Single Sign-On (SSO) third-party integration capabilities. This capability supports access authorization by diverse groups of users as needed. The multi-SSO offered



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						by the platform allows GovGrants to connect with multiple identity providers, including Azure AD.
102	Technical	Security	The system much manage non-RPOSD users account credentials itself.	Required	Fit	GovGrants provides detailed user management capabilities out of box, including for external non-RPSOD users. All users have to self-register with the system. The system creates the necessary user account / profile along with the security and access permissions based on pre-defined rules. All user login data is managed within the system for future authentication purposes. The system also provides self service capabilities for users to update their profile information, reset password etc.
103	Technical	Security	The system must support administrator user functionality to assign configured user profiles to different types of users.	Required	Fit	GovGrants includes comprehensive admin capabilities that enable authorized system admin users to configure / customize the system as required. This admin interface includes capabilities such as workflow rules, business processes, user permissions, data security and access, field and page layouts, reporting, escalations, assignments, emails / notifications and much more.
104	Technical	Security	The system must support functionality for a grantee user to submit a request to create a new grantee user and have that request managed through system workflow.	Required	Fit	Self-service is at the core of the GovGrants Recipient Portal. Recipients can register, manage their profiles, change users, manage password resets, and conduct transactions directly within GovGrants. A designated user within an external organization can invite additional authorized users within the organization to register in the system. The authorized user can use a link in the invitation email to then self-register.
105	Technical	Security	The Contractor to provide the Primary workflow explanation, and include documentation (e.g., swim-lane flow) for primary workflows, and screenshots of primary screens.	Required		GovGrants comes with a detailed functional requirements document (FRD) capturing all of the out-of-the-box validation rules, workflows, swim-lane flows, screenshots and error messages as pertinent to each of the grants lifecycle phases.
106	Technical	System Maintenance and Support	The system must be on infrastructure supported by a comprehensive disaster recovery plan.	Required		REI places great emphasis on business continuity and disaster recovery. REI deploys GovGrants Government customers on the Salesforce.com FedRAMP-certified government cloud plus infrastructure. In the event of a disaster, the platform Continuity of Operations (COOP) plans will restore the backup environments and REI will perform regression testing to ensure that GovGrants is fully operational. We commit to a Recovery Time Objective (RTO) of 12 hours and Recover Point Objective (RPO) of 4 hours after a disaster is declared.



Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
107	Technical	System Maintenance and Support	The system must support periodic SaaS upgrades and the ability to implement enhancements at the discretion of RPOSD.	Required		GovGrants is built on an underlying SaaS platform that is seamlessly upgraded thrice a year. In addition, REI upgrades the GovGrants platform once a year. REI ensures that these upgrades are well-tested and do not compromise the continuity of operations. These upgrades include security enhancements as well as new capabilities. Any new enhancements to the functionality are possible and will be at the discretion of RPSOD.
108	Technical	System Maintenance and Support	Their system should have a 99% or greater uptime, outside of scheduled downtime (i.e., maintenance windows).	Required	FIT	GovGrants is natively deployed on the Salesforce.com platform which makes all commercially reasonable efforts to provide 7 x 24 x 365 availability except for specific upgrade and maintenance windows. The system has demonstrated a 99.9%+ uptime record for many years. The status of Salesforce's data centers is publicly available here: https://status.salesforce.com/status
109	Technical	System Maintenance and Support	The system must support data validation on entry through spell and format checks on any editable field, against RPOSD determined validation rules.	Required	l Lit	GovGrants supports the spell-check and format check feature within text area fields. It also provides pre-configured validations in editable fields including logical validations. Additional validation rules can be configured based on RPSOD requirements.
110	Technical	System Maintenance and Support	The system must be Americans with Disabilities Act (ADA) compliant.	Required	Fit	REI's GovGrants® solution is fully compliant with ADA and Section 508 of the U.S. Rehabilitation Act, as amended. Our accessibility compliance efforts adhere to the most common Web content accessibility guidelines (WCAG). It should be noted that given REI's extensive work with government customers over the past 30+ years and prevailing need for accessibility, most of REI's Enterprise Software Solutions follow Section 508 and ADA requirements.
111	Technical	System Maintenance and Support	The system must allow users with the correct user permission to submit report change requests and have the request managed through an internal workflow.	Optional	Fit	We allow users to report change requests through our ticketing software, Zendesk. For additional details, refer to our response to item #1. REI CST will escalate all such change requests to RPOSD point of contact responsible for managing and approving them before REI implements the request.
112	Technical	Training and User Support	Contractor must provide RPOSD with a training environment for internal and external users.	Optional		Team REI provides a UAT environment for clients both pre-release and post-production roll out. The UAT environment is a replica of the production environment and is utilized for customer reviews, customer demos, validations, and for training of internal and external users without impact to the production system.



	Cou nt	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
-	113	Technical	Support	The system must support functionality to embed Standard Operating Procedures (SOPs), training guides and policies within the system that can be accessed by users.	Required	Fit	GovGrants provides the capability to embed any documentation for help and for compliance needs. GovGrants provides customizable online contextual help (i.e., step-by-step onscreen dynamic instructions for completing an action), on-screen static instructions, field-level hover-over help text, FAQs, and an online knowledge base portal with key reference material. Additionally, system user manuals are posted online for easy access. Any other documentation such SOP, policies, etc. can be added to the system to be accessible by users. GovGrants also provides a Chatbot/GPT Support Assistant where users can interact with system documentation by asking relevant questions. This helps in providing self-service capability to both internal and grantee users, thereby reducing the time and effort that needs to be spent by RPOSD staff.



C.8 Example RPOSD Project Management Plan (PMP)

REI provides a sample RPOSD Project Management Plan on the following pages.



Peter Loo CHIEF INFORMATION OFFICER

CIO ANALYSIS

			BOARD AGENDA DATE:					
			6/17/2025					
Subject: Subject:	Бивјест: Ѕивјест:							
CONTRACT FOR NEW GRANTS MANAGEMENT SYSTEM								
CONTRACT TYPE:								
⋈ New Contract	☐ Sole Source	☐ Amendment to Contrac	t #:					
Summary:								
The Los Angeles County Regional Park and Open Space District (RPOSD) is requesting delegated								

The Los Angeles County Regional Park and Open Space District (RPOSD) is requesting delegated authority to execute a competitively solicited contract with REI Systems, Inc. for a five year initial term with an option of three one year and up to six additional month-to-month extensions for a potential term of eight years and six months for provisioning, hosting, and support for GovGrants, a cloud-hosted, Software-as-a-Service (SaaS), comprehensive Grants Management Solution (GMS). The RPOSD is further requesting authorization to amend certain terms and conditions, make changes to the Contract statement of work, and if necessary, terminate for convenience. Finally, the RPOSD is requesting delegated authority to solicit and execute future technical services and technology solutions agreements related to grants management to ensure no interruptions to RPOSD's grantmaking operations.

The proposed solution will replace the RPOSD's legacy GMS, WebGrants, implemented in 2018, by Dulles Technology Partners, Inc. The current legacy system lacks automated workflows, has minimal reporting capabilities, no integrations with esri and eCaps, and doesn't have analytics/dashboards. The new GMS offers a task-based system that incorporates grants management best practices with automated workflows and notifications, and a highly configurable approval engine that improves efficiency and accountability and increases compliance. Automated data population and application review processes improves productivity and comprehensive business intelligence, reporting, and dashboard capability enhances grant tracking and overall program performance. The cost proposal includes integrations with SAM.gov, eCaps, Active Directory, RPOSD Data Warehouse, esri LA Parks portal, Digital Signature and O365.

Contract Amount: \$1,520,872 The requested authorization to increase the maximum Contract by 10 percent is exercised.

CONTRACT FOR LOAN MANAGEMENT SOFTWARE SERVICES

FINANCIAL ANALYSIS:		
Contract costs:		
One-Time Costs:		
Implementation Services\$	381,500 ¹	
Subtotal One-Time Costs:\$	381,500	
Ongoing Annual Costs:		
Year 1-3 SaaS Licensing Fees\$	337,611 ²	
Year 4 SaaS Licensing Fees\$	115,004.50 ³	
Year 5 SaaS Licensing Fees\$	117,518.25 ⁴	
Subtotal Ongoing Costs: \$	570,133.75	
Optional Costs:		
Year 6 SaaS Licensing Fees\$	120,102.75 ⁵	
Year 7 SaaS Licensing Fees\$	122,734.75 ⁶	
Year 8 SaaS Licensing Fees\$	125,426.50 ⁷	
Month-to-month SaaS Licensing Fees\$	62,713.25 ⁸	
Subtotal Optional Costs:\$	430,977.25	
Total – Contract Sum\$	1,382,611	
10% Contingency\$	138,261 ⁹	
Total – Maximum Contract Sum\$	1,520,872	

Notes:

For hourly services outside the scope of the RFP for a Project Manager, Business Analyst, Developer, etc., see Exhibit B, page 8.

¹ Provide and implement a fully managed solution that includes all software, training and technical assistance

²Includes 25 internal users @\$1762.60 each, 1200 external users @\$54.56 each, &\$3000 hosting ³Includes 25 internal users @\$1802.26 each, 1200 external users @\$55.79 each, &\$3000 hosting ⁴Includes 25 internal users @\$1842.81 each, 1200 external users @\$57.04 each, &\$3000 hosting ⁵Includes 25 internal users @\$1884.27 each, 1200 external users @\$58.33 each, &\$3000 hosting ⁶Includes 25 internal users @\$1926.67 each, 1200 external users @\$59.64 each, &\$3000 hosting ⁷Includes 25 internal users @\$1884.27 each, 1200 external users @\$58.33 each, &\$3000 hosting ⁸Includes 25 internal users @\$985.01 each, 1200 external users @\$30.49 each, &\$1500 hosting ⁹10% contingency for unanticipated increases in work or special projects

CONTRACT FOR LOAN MANAGEMENT SOFTWARE SERVICES

Risks:

- 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, to manage contractor performance, and to represent the needs of the RPOSD business users. The project executive sponsor is Park's Director, Norma E. Garcia-Gonzalez (also RPOSD's Director), and Christina Angeles, District Administrator, RPOSD. The Project Manager will be Mark Glassock, Assistant District Administrator, RPOSD.
- 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 for convenience, default,
 improper consideration, insolvency, and non-adherence of County lobbyist ordinance; and a
 Service Level Agreement that guarantees service availability, performance, and responsiveness.
- 3. Information Security Review The information technology security risk was analyzed by RPOSD'S Information Security Officer and the Interim County Information Security Officer. The project was assessed as low risk due to the GMS being hosted in a secure FedRAMP-authorized cloud environment in the US. The information collected does not include PII, PHI, or other sensitive or regulated data, Data classification, SSN, Banking Accounts, or Health Conditions. Data collected are publicly available Org Tax ID, Org Business Name, Org Address, Org Phone. It is recommended that RPOSD request SOC 2 Type II reports annually to ensure ongoing compliance. Also, the proposed contract includes Technology Professional Liability Errors & Omissions Insurance starting at \$10 million and Cyber security insurance of \$2 million per occurrence, further reducing risk.
- 4. **Contract Risks** County Counsel participated in its negotiation and approved the Contract as to form.

Prepared by:		
Stephanis Todd	5/28/2025	
STEPHANIE TODD, DEPUTY CHIEF INFORMATION OFFICER	Date	
Approved:	5/28/2025	
PETER LOO, CHIEF INFORMATION OFFICER	Date	