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October 7, 2025

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

Dear Supervisors:

**REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CONTRACT FOR
DIGITAL STREET-LEVEL DATA SERVICES FOR THE LOS ANGELES REGION
IMAGERY ACQUISITION (LAR-IAC)**

(ALL DISTRICTS – 3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request for approval to award and execute one contract with Cyclomedia Technology, Inc. ("Cyclomedia") to provide digital street-level data and related services for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC) ("Contract").

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and approve the Director of ISD, or their designee, to award and execute the recommended Contract (Attachment 1), with Cyclomedia to provide high resolution 360-degree digital street-level imagery and street-level Light Detection and Ranging (LiDAR) data of various areas within Los Angeles County for an initial term of four (4) years, commencing upon execution, with sole option to extend this Contract term for up to three (3) additional four (4) year periods, for a maximum total Contract term of sixteen (16) years at the total Contract Sum of \$3,651,900, with an estimated initial term cost of \$2,751,900 for the first four (4) years, and \$900,000 if all three option extensions of four years each are exercised; and approve additional funding in the amount of \$250,000 in pool dollars.

2. Authorize the Director of ISD, or their designee, to: (i) exercise the renewal options to extend each of the three (3) additional terms, when it is determined that funding from project participants will ensure full cost recovery, subject to the review and approval of County Counsel and notification to your Board, (ii) execute applicable amendments to the Contract to make necessary changes which affect the statement of work to add/delete services and/or products included in Cyclomedia's proposal as they become necessary to meet the County's needs, and/or revise the terms and conditions to align with Board policy changes and directives; (iii) execute change orders to the Contract for additional costs using pool dollars, provided the amounts payable under such change orders or amendments do not exceed the available amount of requested pool dollars of \$250,000; and (iv) execute applicable Contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.
3. Authorize the Director of ISD, or their designee, to increase the Contract Sum of \$2,751,900 of the initial term by up to an additional 10% annually during the 16 year potential term of the Contract, to fund additional optional work and to allow for any possible cost of living adjustments (COLA) during the option years in accordance with County policy and terms of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

This project is being undertaken in coordination with the Los Angeles County Department of Public Works (Public Works) and the ISD to support Countywide mapping, asset management, and data-sharing efforts.

Approval of this Contract will enable Cyclomedia to acquire high resolution 360-degree digital street-level imagery and street-level Light Detection and Ranging (LiDAR) data of various areas within the County of Los Angeles (County), and provide a solution, including tools and integration capabilities, to enable access to the imagery and LiDAR data. The project scope includes the capture of approximately 10,000 miles of roadway in the Unincorporated portion of Los Angeles County. This LiDAR data will be used in County mapping and asset management systems, and includes the ability to measure location, distance, slope, and area from the imagery, extract geographic features as Geographical Information Systems (GIS) data, and download imagery and LiDAR data as necessary.

This LiDAR data will be distributed to members of LAR-IAC, which was established in 2003, to significantly reduce the cost of this data for the entire County region by sharing acquisition processing costs between the County and other public entities.

Approval of recommendation number one will allow ISD to award and execute the Digital Street-Level Data Services for LAR-IAC Contract to meet the immediate need for such services.

Approval of recommendation number two will allow ISD to effectively manage the Contract through its initial project phase, and any additional phases.

Approval of recommendation number three will allow ISD to approve a 10% Contract increase annually and COLA in accordance with County policy and terms of the Contract, if necessary.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended Contract supports the County's Strategic Plan, North Star 3 (Realize Tomorrow's Government Today), Focus Area Goal A, Communication and Public Access, by allowing the County workforce to make better decisions by adding visual context to constituent issues and needs. In addition, it supports Focus Area F: Fiscal Sustainability, by providing a contract that provides a common language tool to all County departments and outside participating agencies where costs of the LiDAR data are shared and will allow County and Authorized Participating Entities to focus on their core missions.

FISCAL IMPACT/FINANCING

The total Contract Sum of the County obligation for the initial term of the Cyclomedia Contract is \$2,751,900. Public Works provided \$1,500,000 to ISD to partially fund this Contract; and therefore, appropriation for the recommended Contract is included in ISD's Fiscal Year 2025-2026 Adopted Budget. Sufficient funding of the remaining amount of \$1,251,900 for the initial term of the Cyclomedia Contract is available and allocated in Public Works Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2025-26 Adopted Budget. Additional funding for future extension years will be requested through the annual budget process by Public Works to continue funding this Contract. Additionally, the Contract includes \$250,000 in pool dollars for optional work for the entire term of the Contract, including the extension years. The pool dollar funding will be used for new products, services, and feature asset extractions that become available throughout the Contract term.

Therefore, this Contract does not require net County costs and there is no impact to the County General Fund.

The Contract pricing is fixed for the initial term of the Contract where the contractor will be compensated in accordance with maximum fixed price costs for all work performed under the Contract. The Contract allows for a COLA increase (if requested) in the option years only if and when they are exercised and will increase the initial Contract Sum amount by up to an additional 10% to allow for any additional features/services in accordance with County policy and terms of the Contract. The COLA language in the Contract complies with your Board's directive that COLAs for Living Wage contracts be

limited to only the non-labor costs associated with the Contract, unless the Contractor can demonstrate an increase in labor cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Contract includes suitable terms and conditions to protect the County. ISD worked closely with County Counsel to negotiate the most advantageous and commercially responsible terms possible for the County. The recommended Contract contains all of the Board's required Contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/START participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. The recommended Contract also contains provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, and termination for default and convenience.

Given that this is also an Information Technology (IT) contract, appropriate provisions were included for confidentiality, the handling of security incidents, proprietary rights for use, and to allow County to assess liquidated damages for any failures by Cyclomedia to correct deficiencies. The required limits of applicable insurance for cyber liability, and technology errors and omissions are also included.

Due to the highly specialized and technical nature of the contracted services, the recommended Contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). ISD has considered Board Policy No. 5.030, "Low-Cost Labor Resource Program"; however, there are no service providers available due to the highly technical and specialized nature of the services.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information IT components of this request and recommends approval. Based on the nature of the services, the OCIO deemed that a formal CIO Analysis is not required.

CONTRACTING PROCESS

On September 12, 2024, ISD released a Request for Proposals (RFP) for the Digital Street-Level Data for LAR-IAC and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 2). Notice of the RFP was sent by electronic mail to 2,204 vendors registered with the County under eleven commodity codes (Attachment 3), and it was also sent to twenty-five vendors on direct distribution via email. Additionally, to increase opportunities for Preference Program Enterprises, ISD regularly participates in outreach efforts such as vendor fairs with the

Office of Small Business, and other County departments where this RFP was also advertised.

On September 26, 2024, 37 individuals from 17 vendors attended the mandatory proposer's conference. As a result of the competitive RFP, on November 21, 2024, one proposal was received. The proposal was reviewed for responsiveness and compliance with the minimum requirements as stated in the RFP. The proposal met the minimum requirements set forth in the RFP and, as such, there were no proposals disqualified. The proposer was invited to demonstrate their system and then the proposal was evaluated by an evaluation committee consisting of subject matter experts in accordance with the evaluation criteria identified in the RFP.

At the completion of the evaluation process, Cyclomedia was identified as the highest-ranked proposer and therefore is recommended for the Contract award. There were no protests received resulting from this RFP.

A summary of Community Business Enterprise Program information for the proposers and recommended contractor is attached (Attachment 4). On final analysis, selections were made without regards to gender, race, creed, color or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Public Works' GIS Committee's review provided significant value and broad applicability of the proposed technology across multiple service areas within this recommended Contract. By integrating the Contract's high-resolution imagery and LiDAR into its GIS systems, the County can enhance Americans with Disabilities Act (ADA) compliance, streamline asset and road maintenance, support emergency response, and improve design and risk management. These improvements will lead to greater efficiency, cost savings, and more equitable, data-driven decision-making, including but not limited to the following:

- Workforce Support - Meet State and federal compliance with ADA standards by having a complete inventory of public rights-of-way features like ADA ramps, detectable warnings, pedestrian signals, etc. to develop the ADA Transition Plan.
- Road Maintenance – Integrate images of transportation assets integrated into the GIS-enabled Asset Management System to reduce field visits and improve responsiveness.
- Waterworks – Capture existing above ground assets within the districts to provide better accuracy for water network.
- Community Services – Awareness of asset locations will help us to confirm the needs of our communities and help ensure equitable investments are being made.
- Operational Services - Improve the location accuracy and aid in the management and maintenance of traffic control device inventories which include 1,900 traffic

signals, 141,759 traffic signs, 1,649,421 sq. ft. of pavement markings, 4,354 lane miles of pavement striping, 625,610 linear ft. of curb markings, and 1,808 lane miles of raised pavement markers.

- Flood Maintenance – support flood infrastructure maintenance through LiDAR-based review of flood control assets.
- Risk Management – Provide timely review of street conditions in response to claims and litigation and reducing contract costs for surveys.
- Design – Access to LiDAR survey data is valuable as a baseline for road and street drain projects and provides a template for road resurfacing and guardrail repair projects, which otherwise would require extensive survey, and may be accurate enough to be used for a basis for design, which otherwise do not require formal certified surveying.

Overall, the recommended Contract's Street Level Imagery will be integrated into Public Work's GIS-centric asset management workflows, enabling improved management of key infrastructure in County Unincorporated areas.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to ISD.

Respectfully submitted,



MICHAEL OWH
Director

Respectfully submitted,



PETER LOO
Chief Information Officer

MO:QH:LG:CC

Enclosures

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

BOARD LETTER ATTACHMENTS (4)

- 1. Contract**
- 2. Solicitation Posting on “Doing Business with US” website**
- 3. Contracting Opportunity Announcement and Distribution List (Email)**
- 4. Proposer’s Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information**

ITS-I10623-C



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CYCLOMEDIA TECHNOLOGY, INC
FOR
DIGITAL STREET-LEVEL DATA SERVICES
FOR THE
LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM
(LAR-IAC)

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STANDARD EXHIBITS

- A** Statement of Work and Attachments (Not Attached to Sample)
 - Attachment 1: Authorized Participating Entities List
 - Attachment 2: Schedule A 2.1 – Standard Features Asset Extraction
Schedule A 2.2 – Enhanced Features Asset Extraction
 - Attachment 3: Schedule B 3.1 – Optional Features Asset Extraction
 - Attachment 4: Reference Map
 - Attachment 5: Change Order Service Request/Acceptance Form
 - Attachment 6: Contractor Discrepancy Report (CDR)
 - Attachment 7: Performance Requirements Summary (PRS) Chart
- B** Pricing Sheet (Not Attached to Sample)
- C** County’s Administration
- D** Contractor’s Administration
- E** Form Required at the time of Contract Execution
 - E1-IT: Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- F** Safely Surrendered Baby Law

UNIQUE EXHIBITS

- G** Forms Required at the Completion of the Contract Involving Intellectual Property Developed-Designed by Contractor
 - G1** Contractor’s Assignment and Transfer of Copyright
 - G2** Notary Statement for Assignment and Transfer of Copyright
- H** Information Security and Privacy Requirements
- I** Request to Subcontract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
Cyclomedia Technology, Inc.
FOR
DIGITAL STREET-LEVEL DATA**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and Cyclomedia Technology, Inc., hereinafter referred to as "Contractor". Cyclomedia Technology, Inc. is located at 8215 Greenway Blvd., Suite 300, Middleton, WI. 53562.

RECITALS

WHEREAS, the County may contract with private businesses for capture, licensing and support of Digital Street-Level Data and Related Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in the business of capturing, licensing and supporting digital street-level data and related services; and

WHEREAS, County is authorized by under California Government Code section 31000 to contract for goods and services, including the work contemplated herein; and this Contract is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department of designee to execute and administer this Contract; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through H 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:

A. Statement of Work and Attachments

Attachment 1: Authorized Participating Entities List

Attachment 2: Schedule A 2.1 – Standard Features Asset Extraction
Schedule A 2.2 – Enhanced Features Asset Extraction

Attachment 3: Schedule B 3.1 – Optional Features Asset Extraction

Attachment 4: Reference Map

Attachment 5: Change Order Service Request/Acceptance Form

Attachment 6: Contractor Discrepancy Report (CDR)

Attachment 7: Performance Requirements Summary (PRS) Chart

B. Pricing Sheet (Not Attached)

C. County's Administration

D. Contractor's Administration

E. Form(s) Required at the Time of Contract Execution

F. Safely Surrendered Baby Law

Unique Exhibits:

G. Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor

H. 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 shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 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 Acceptance; Acceptance Criteria; Accepted:** The agreed upon quality control standards for verifying that the Work provided by Contractor under this Contract meets the requirements hereof, as set forth in Section 3.3 (Acceptance Criteria) of the Statement of Work.
- 2.1.2 Authorized Entity; Participating Entity:** Any County Department or non-County Entity approved by County to utilize the License granted by this Contract and listed in Exhibit A/Attachment 1 (Authorized Participating Entities List). Exhibit A/Attachment 1 (Authorized Participating Entities List) may be updated by County by an Amendment in order to reflect changes, however, failure by County to update such exhibit shall not be interpreted that any particular Authorized Entity or Participating Entity is not an Authorized Participating Entity.
- 2.1.3 Authorized Participant; Authorized User; User:** Any employees of the Authorized Entity or Participating Entity doing business with or on behalf of the Authorized Entity or Participating Entity; Contractors and/or consultants using the Licensed Products at the facilities of the Authorized Entities or Participating Entities; and any Contractor and/or consultant designated by such Authorized Entity or Participating Entity designated to use the License Products outside of the facilities for particular authorized projects.
- 2.1.4 Authorized Participating Entities List:** The applicable list specified in Exhibit A/Attachment 1 (Authorized Participating Entities List).
- 2.1.5 Board of Supervisors; Board; BOS:** The County's Board of Supervisors, which is the governing body of County.
- 2.1.6 Business Day:** Monday through Friday, excluding County observed holidays, unless stated otherwise herein.
- 2.1.7 Contract:** The agreement executed between County and Contractor. Included are all amendments amending or extending the work to be performed pursuant to this Contract. The Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services, and other work.
- 2.1.8 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into a Contract with the County to perform or execute the work covered by this contract.
- 2.1.9 Contractor's Project Executive:** The term "Contractor's Project Executive" shall be the person designated as such in Exhibit E (Administration of Contract – Contractor), who shall be authorized to execute documents and bind Contractor under this Contract.

- 2.1.10 Contractor's Project Manager:** The term "Contractor's Project Manager" shall have the meaning specified in Paragraph 7.2 (Contractor's Project Manager).
- 2.1.11 County:** The term "County" shall mean the County of Los Angeles, California, including all of its Departments.
- 2.1.12 County Observed Holiday:** 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/>.
- 2.1.13 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.14 County's Contract Program Director:** Person designation by the County with authority for County on contractual or administrative matter relating to this Contract that cannot be resolved by the County's Project Director.
- 2.1.15 County's Project Director:** The County's Geographic Information Officer, including any designee.
- 2.1.16 County's Project Manager (PM):** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.17 County Software:** The term "County Software" shall mean any software installed and utilized by County other than the Software provided by County.
- 2.1.18 Data Cost:** The cost of capturing, delivering, and supporting through Final Acceptance, as applicable, the Data provided by Contractor to County under the Contract, excluding Pool Dollars, as further specified in the applicable Schedule of Payments.
- 2.1.19 Data Products:** As used herein, the term "Data Product" shall mean raw images of land and other data, including Documentation, provided and licensed by Contractor to County under this Agreement, including the Statement of Work with all Attachments thereto.
- 2.1.20 Data Requirements:** The provision of Digital Street-level Data by Contractor, as set forth in Appendix D/Exhibit A (Statement of Work).
- 2.1.21 Day(s):** Calendar Day unless otherwise specified.
- 2.1.22 Deficiency; Deficient:** Any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from the Specifications, Documentation, County approved deliverables, any published and/or mutually agreed upon standards, including Acceptance Criteria, or any other requirements of, or representations or warranties by Contractor under, the Contract regarding the Digital Aerial Data or Services provided hereunder.

- 2.1.23 Deliverable; Deliverables:** The items and/or services provided or to be provided by Contractor under this Contract, including any numbered Deliverable, as specified in Appendix D/Exhibit A (Statement of Work).
- 2.1.24 Delivery:** The transfer of processed Digital Data and associated information onto County designated hardware.
- 2.1.25 Delivery Schedule:** The schedule for delivery of each Task from Contractor to County, as set forth in Tasks 1-9, of Appendix D/Exhibit A (Statement of Work and Attachments).
- 2.1.26 Department:** The County of Los Angeles Internal Services Department, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.27 Director:** Director of Internal Services Department.
- 2.1.28 Documentation:** As used herein, the term "Documentation" shall mean any and all written and electronic publications relating to the Data Product and other work provided by Contractor under this Agreement, including, but not limited to, reference, technical, user and training materials, guides and information, delivered, or otherwise made available, by Contractor under this Agreement
- 2.1.29 Due Date:** The due date for the completion of any Deliverable in the Project Schedule.
- 2.1.30 Effective Date:** The date of execution of this Contract by County and the authorized representative(s) of Contractor.
- 2.1.31 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.32 Fixed Cost:** The fixed Cost for the provision of Optional Services using Pool Dollars, upon County's request, as specified in Exhibit 10 (Pricing Sheet) of the Statement of Work.
- 2.1.33 Key Deliverable:** The term "Key Deliverable" shall mean a Deliverable marked as such on Paragraph 4.1, Task 1 (Develop Project Work Plan), Paragraph 4.3, Task 3 (Provide Hosted Solution), Paragraph 4.4, Task 4 (Extract Features from Imagery), and Paragraph 4.5, Task 5 (Provide ARCGIS Extension Software) of Appendix D/Exhibit A (Statement of Work).
- 2.1.34 LAR-IAC:** The Los Angeles Regional Imagery Acquisition Consortium.
- 2.1.35 Licensed Products:** Whether singular or plural, shall mean any Data and Software provided and licensed by Contractor to County under this Contract and as specified in Appendix D/Exhibit A (Statement of Work), including Licensed Data, Licensed Software and Documentation.
- 2.1.36 Licensing by Approved Participants -** A Participating Entity may acquire the License and other benefits provided by Contractor hereunder upon County approval pursuant to the terms of this

Agreement and notification to Contractor. Upon such election by the Participating Entity and approval by County, (i) the Participating Entity shall become an Approved Participant for the purpose of this Agreement; (ii) Attachment 1 (Authorized Participating Entities List) shall be updated to include the newly added Approved Participant by a Change Notice in accordance with **Paragraph 8 (Amendments and Change Notices)**; and (iii) County and the newly added Approved Participant shall execute a Subscriber Agreement, in order to entitle such Approved Participant to the License and other benefits of this Agreement. Should it become necessary that an Approved Participant also enter into an agreement with Contractor, in no event shall County be liable or responsible for any of the Approved Participant's actions under such agreement with Contractor.

- 2.1.37 Licensing by Contractor** - Contractor may license Data Product to the entities listed on Attachment 1 (Authorized Participating Entities List) and any other Federal, State and local governments and agencies, and utility companies only pursuant to this Agreement. Otherwise, Contractor may license Data Product to any private agencies or companies only with the prior written County, which shall not be unreasonably withheld.
- 2.1.38 Maximum Fixed Rate:** The term "Maximum Fixed Rate" will mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 4.9, Task 9 (Provide Optional Work) of Appendix D/Exhibit A (Statement of Work) and as specified in the Contract including the applicable Pricing Sheet identified in Appendix B/Exhibit D (Pricing Sheets).
- 2.1.39 Optional Work:** The term "Optional Work" shall mean Optional Products, Optional Services, and/or Optional Feature Asset Extractions which may be provided by Contractor to County, following the applicable Final Acceptance, upon County's request and approval pursuant to Paragraph 4.9, Task 9 (Provide Optional Work) as set forth in Appendix D/Exhibit A (Statement of Work).
- 2.1.40 Participant Agreement, Subscriber Agreement:** The agreement entered into by County and any County Department or non-County Entity for the purpose of authorizing such County Department or non-County Entity to become an Authorized Entity or Participating Entity under this Contract.
- 2.1.41 Pool Dollars:** The term "Pool Dollars" shall mean the maximum amount allocated under this Contract for the provision by Contractor of Optional Work following Final Acceptance, including Provide Optional Work Paragraph 4.9, Task 9 (Provide Optional Work) of Appendix D/Exhibit A (Statement of Work), approved by County in advance in accordance with the terms of this Contract.

- 2.1.42 Project Area:** The areas of Los Angeles County, encompassing approximately 4,000 square miles, as set forth in Appendix D/Exhibit A, Attachment 4 (Reference Map) of the Statement of Work.
- 2.1.43 Project Work Plan:** The Work plan to be developed under Paragraph 4.1, Task 1 (Develop Project Work Plan) of Appendix D/Exhibit A (Statement of Work).
- 2.1.44 Required Work:** All Work required to be provided by Contractor prior to Final Acceptance.
- 2.1.45 Services:** The services related to the Data and Software licensed by Contractor under this Contract, including any Optional Services.
- 2.1.46 Software:** All software used for the purpose of this Contract, including Licensed Software and County Software.
- 2.1.47 Software Updates; Updates:** Any additions to and/or replacements to the Software, available or made available by Contractor during the term of the Contract, and shall include all Software performance and functionality enhancement releases, new version releases, Third Party Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Software, including but not limited to those required for the Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Contract.
- 2.1.48 Specifications:** Any or all of the following, as applicable:
- All specifications, requirements and standards set forth in the Statement of Work and included as Deliverables.
 - All Data Requirements and standards set forth in this Contract, including, but not limited to, the applicable requirements set forth in the Statement of Work.
 - The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
 - All specifications identified as such by Contractor, including, but not limited to, the Project Work Plan, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
 - All written and/or electronic materials furnished by or through Contractor regarding the Licensed Products.
 - All requirements and/or specifications added by Optional Work, including Optional Products and Optional Services.
- 2.1.49 State:** The State of California.
- 2.1.50 Statement of Work; SOW:** The Work to be provided by Contractor pursuant to this Contract.

- 2.1.51 Street-Level Images:** The digital images taken from the perspective of moving pedestrians or vehicles, stitched together digitally and georeferenced to create interactive and immersive landscapes that are virtually navigable by users.
- 2.1.52 Street-Level LiDAR:** The three-dimensional point clouds collected from the perspective of moving pedestrians or vehicles, processed to create 3-D representations of existing surroundings that are virtually navigable by users.
- 2.1.53 Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.1.54 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.
- 2.1.55 System:** Computer and related equipment used by or on behalf of the Contractor for access to the Licensed Products.
- 2.1.56 Task; Subtask:** One of the areas of Work to be performed under this Contract, including those identified as numbered Tasks and Subtasks in Appendix D/Exhibit A (Statement of Work).
- 2.1.57 Third Party Software:** The portion of the Software provided by Contractor under this Contract that is not proprietary to Contractor.
- 2.1.58 Training:** To be provided by Contractor pursuant to this Contract, including initial training and additional training that County may acquire as part of Optional Services.
- 2.1.59 Warranty Period:** The term "Warranty Period" shall have the meaning specified in Paragraph 10.1.5.3 (Correction of Deficiencies) below.
- 2.1.60 Work:** Any and all tasks, subtasks, deliverables, goods, services and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Required Work and Optional Work.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** During the term of this Contract, Contractor will acquire high resolution 360-degree digital street-level imagery and street-level Light Detection and Ranging (LiDAR) data of various areas with the County of Los Angeles, and provide a solution, including tools and integration capabilities to enable access to the imagery and LiDAR data as described in this Contract, including Appendix D/Exhibit A (Statement of Work and Attachments) in exchange for County's payment set forth in Exhibit B (Pricing Sheet).

- 3.3** Following the applicable Final Acceptance, Contractor shall provide to County, upon County's request for, Contractor's acceptance of and mutual approval of, Optional Work, including Optional Products, Optional Services, and Optional Asset Extractions. In accordance with the terms of this Contract, Subparagraph 8.1.3, for any Optional Work requested by County following agreement on the Services, a Change Order (via the Service Request Form) will be prepared and executed by each of: (a) the County's Contract Program Director, or designee, and (b) Contractor's authorized representative(s).
- 3.4** If the Contractor provides any tasks, materials, 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 the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be four (4) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to three (3) four (4) year periods, for a maximum total Contract term of sixteen (16) years. Each such extension option may be exercised at the sole discretion of the Director of Internal Services Department (ISD) hereinafter referred to as "Director" or their designee as authorized by the Board of Supervisors.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4** The Contractor must notify ISD 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 ISD at the email address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** Contractor will provide all tasks, deliverables, goods, services, and other work specified under this Contract at rates not exceeding the Fixed Prices identified in Appendix B/Exhibit D (Pricing Sheets) for a Total Contract Sum of \$3,651,900.00.
- 5.1.2** The Contractor will be compensated in accordance with maximum fixed prices ("Fixed Cost Amount(s)") for all Work performed under the Contract with the exception of any Optional Work (Section 4.9, Task 9 – Provide Optional Work), of the Statement of work, where the Contractor will be compensated pursuant to the agreed upon Maximum Fixed Rate based on the applicable pricing terms specified in the Contract including

the applicable Pricing Sheet identified in Appendix B/Exhibit D (Pricing Sheets). The maximum amount of Pool Dollars allocated for this Contract, as of the Effective Date, is \$250,000.00. The amount of Pool Dollars will be adjusted following Contractor's provision and County's Acceptance of Optional Work under each Change Order.

5.1.3 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County 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 County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount. The County may then, by written notice to the Contractor, increase the maximum annual compensation by up to 10% of the not-to-exceed Contract Sum annually. The County has sole discretion to expend some, all, or none of such budgeted amounts.

5.1.4 Contractor's rates set forth in Appendix B/Exhibit D (Pricing Sheets), including Optional Work, will remain firm and fixed and may not be increased during the Term of this Contract, including, without limitation, any Option extensions as set forth in Paragraph 4.0 (Term of Contract).

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 the County'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 ISD at the email address herein provided in Exhibit C (County's Administration).

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

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

to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Appendix D/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 the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Sheet) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Sheet).

5.5.3 The Contractor's invoices must contain the information set forth in Appendix D/Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

Ssteinberg@isd.lacounty.gov

With a cc: ADang@isd.lacounty.gov

5.5.6 County Approval of Invoices

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

5.5.7 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. 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 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

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

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** 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.
- 5.7.3** 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.
- 5.7.4** At any time during the duration of the Contract/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Contract Program Director

The County's Contract Program Director, or designee, shall be responsible for the overall management/coordination of this Contract and possess the full authority to act for the County. The County's Contract Program Manager is authorized to make changes in any of the terms and conditions of this Contract and is the authorized signature to execute Change Orders.

6.3 County's Project Director

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

- 6.3.1** 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
- 6.3.2** 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 of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** The County's Project Director may also be the County's Geographic Information Officer.

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

6.4 County's Project Manager (PM)

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

- 6.4.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.4.2** 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 County'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 County in any respect whatsoever.

6.4 County's Project Monitor

The role of the County'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 of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Contract Program Director.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7 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 the County in writing of any change in the names or addresses shown.

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 the County in writing of any change in the name or address of the Contractor's Project Manager.

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 County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Two options are provided for this paragraph. One is if the Contractor is responsible to badge their employees, the other is if the County issues County identification badges to Contractor's employees.

Use the following paragraph if Contractor is responsible for providing identification badges to their employees.

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 County in County's sole discretion, must undergo and pass a background

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

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

7.5.3 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, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County 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 County with a full and adequate defense, as determined by County in its sole

judgment, County 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 County 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 County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

The authority to execute Amendments varies between departments and types of contracts.

- 8.1.1** For any change which affects the scope of work, 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.

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.

- 8.1.2** As set forth in Paragraph 6.2, the County Contract Program Director may authorize a change order ("Change Order") for requesting Optional Work and purchases under this Contract that do not exceed a total of \$250,000.00 Pool Dollars. For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written Change Order will be prepared and executed by an authorized representative of Contractor and County's Contract Program Director or designee. The County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director or designee.

For any change requested by County which does not affect the scope of work, term, payments, or any term or condition of this Agreement, a written notice of such change ("Change Notice") shall be prepared and executed by County's Contract Project Director, including for updating the Authorized Participating Entities List (Attachment 1).

- 8.1.3** The Director of ISD or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor 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 County, 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, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 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 County'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, County 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 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within twenty (20) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.1.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within five (5) business days of emailing/mailling to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** 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.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County 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 County with a full and adequate defense, as determined by County in its sole judgment, County 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 County 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 County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 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 County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- 8.7.4 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.

8.8 Compliance with the County's Jury Service Program

8.8.1 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](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor 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.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of 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 the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 the County 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 agreement.

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

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, 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 County’s approval or ongoing evaluation of such work.

8.9.2 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.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 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 job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (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.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative 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 the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's 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/safely-surrender/>.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family

and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and 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).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs 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.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor 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.

- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 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.

The County 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.

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

8.20 Force Majeure

- 8.20.1** Neither party 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").

8.20.2 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.

8.20.3 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.

8.21 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 of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County 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 County 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.

8.22.2 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. The County 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.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor 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. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-Contractor insurance policies at any time.

8.24.2.3 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.

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

8.24.2.5 Certificates and copies of any required endorsements must be emailed to:

Brandy Corona,

Bcorona@isd.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 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.

8.24.5 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 County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 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 County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 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.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will 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.

8.24.12 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.

8.24.13 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.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance 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.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 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 Agreement's expiration, termination or cancellation.

8.25.4.2 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 \$5 million.

8.25.4.3 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 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, 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.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Department Head, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Department Head, or their designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or their designee, deems are correctable by the Contractor over a certain time span, the Department Head, 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 Department Head, 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 **One Hundred Dollars (\$100)** per day per infraction, or as specified in Attachment 5 (Performance Requirements Summary (PRS) Chart of Appendix D/Exhibit A (Statement of Work) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This 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 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.
- 8.28.2** Contractor certifies to the County 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.

8.28.3 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.

8.28.4 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.

8.28.5 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.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County 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.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 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.

8.33 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/>.

8.34 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 (County'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 their designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to 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 the County. 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 seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County 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.

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

8.37 Publicity

8.37.1 The Contractor 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, the County 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 the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 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 the County, 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 the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor 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, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of

this Contract upon which the County may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County'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 the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County 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.
- 8.40.4** 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 the County's approval of the Contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County'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 County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** 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 the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Brandy Corona,
Bcorona@isd.lacounty.gov

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

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

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor 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.

8.42.3 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 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.43.3 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 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. 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.

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

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, 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 the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 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.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 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.

8.50.2 For breach of this warranty, the County 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.

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

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

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

8.52 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 8.51 "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 County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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 ([Elections Code Section 14000](#)). 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](#).

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will

not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 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, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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.

8.59 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 the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright

9.2.1 With the exception of Licensed Products, County shall be the sole owner of all right, title and interest, including copyright, in and to all plans, diagrams, facilities, tools, and Documentation which are originated or created through the Contractor's work pursuant to this Contract, including County's copy of all raw images captured by Contractor. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to the foregoing,

including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall 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.
- 9.2.3** 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 the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 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 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6** All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.
- 9.3 Patent, Copyright and Trade Secret Indemnification**

 - 9.3.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.
 - 9.3.2** 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 County's continued use of such

item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

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

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

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

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

9.5 Local Small Business Enterprise (LSBE) Preference Program

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 the County any difference between the contract amount and what the County'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

- 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 the County any difference between the contract amount and what the County'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

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 the County any difference between the contract amount and what the County'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 ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

10.1 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY

10.1.1 License Grant

10.1.1.1 Scope of License

Subject to the terms and conditions of this Contract, Contractor grants to County a fully paid, worldwide, non-exclusive license to use the System, Licensed Products and Documentation for County's business purposes and activities ("**License**") during the Contract Term. For the purposes of this License grant, the term "use" as it applies to System means to copy, install, access, execute, operate, distribute, archive and run unlimited copies of the System and by an unlimited number of Users for installation, test, development, production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above and subject to County's payment of the applicable fees, County's business purposes and activities will include making the System available for use to County, Authorized Entities,

Participating Entities, and Authorized Users and there shall be no additional cost for licensing separately applied by Contractor.

10.1.1.2 Documentation

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

10.1.2 Revisions

10.1.2.1 Notice of Revisions

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

10.1.2.2 Revisions During Contract Term

During the Contract Term, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge, regardless of whether Contractor

charges other customers for such Revisions. During the term of this Contract, if (a) the System is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the System is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displayed/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision.

10.1.3 Work Product and Background Intellectual Property

10.1.3.1 Ownership of County Data

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

10.1.3.2 Ownership of Background Intellectual Property & System

Contractor retains all right, title and interest in and to any such Background Intellectual Property and System (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into work product or required for County to fully exploit such work product or the System, Contractor hereby grants to County a perpetual irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business and the license granted under Paragraph 10.1.1.1 of this Contract, the Background Intellectual Property constituting or incorporated into the work product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to

the County's Program Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

10.1.4 Third Party Product

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

10.1.5 Acceptance

10.1.5.1 Acceptance Criteria

The System, Services, Deliverables, and tasks (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties. Such acceptance criteria shall be based, at a minimum, on conformance of the System, Services, and Deliverables, to the specifications and requirements set forth in Appendix D/Exhibit A (Statement of Work and Attachments). In the event the parties fail to agree upon acceptance criteria, the acceptability of the System, Services, Deliverables, and tasks, and the System as a whole, shall be based solely on County's reasonable satisfaction therewith.

10.1.5.2 Acceptance Tests

When Contractor notifies County that the System has been implemented as required under the Statement of Work or that a Service, Deliverable, or tasks (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related System, Services, Deliverables, and/or tasks to determine whether they comply in all material respects with the acceptance criteria and the System, as a whole, is operating in accordance with the requirements of this Contract. Testing may be performed at various stages of the Implementation Phase as set forth in the Statement of Work, or otherwise deemed appropriate by County.

10.1.5.3 Correction of Deficiencies

The County will evaluate the Data provided by Contractor pursuant to Appendix D/Exhibit A (Statement of Work and Attachments) and identify any Deficient Data that did not meet

the applicable Acceptance Criteria. Upon evaluation and such determination, County will identify the Data components that it requires to be replaced. Contractor shall replace all Deficient Data identified by County within **Sixty (60) days after notice of deficiency(ies)** of Data (hereinafter “Warranty Period”).

10.1.5.4 Production Use

The System shall be ready for production use when the County Project Director, or his or her designee, approves in writing the System for use by the County and its Users.

10.1.5.5 Final Acceptance

The System shall achieve “Final Acceptance” when (a) the Contractor provides County written confirmation that the System has been successfully delivered; and (b) County’s Program Director provides Contractor with written approval. The request for Final Acceptance shall not be used by Contractor until all Errors discovered have been corrected.

Commencing with Final Acceptance, any problems encountered by County in the use of the System shall be subject to the applicable terms under the Contract as more fully described in the Statement of Work.

10.1.5.6 Failed Testing

If the County’s Project Director makes a good faith determination at any time that the System (as a whole, or any component thereof), Services, Deliverables, and/or tasks has not successfully completed Acceptance or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as “**Designated Test**”), the County’s Program Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, and/or tasks failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, tasks, and/or System to be ready for retesting. Contractor shall notify the County’s Program Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Contractor in writing either: (i) of the successful completion of such Designated Test.

10.1.6 Integration

Contractor represents and warrants that the Systems components are capable of interconnecting and/or interfacing with each other and County systems, either through integration or, as applicable, industry standard interface protocols, and when taken together, the System components and County Systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Contract and the Specifications. The System must be interoperable at the time it is provided to County and at all times thereafter during the term of this Contract.

10.1.7 Disabling Device

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

10.1.8 Non-Infringement

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

10.1.9 Pending Litigation

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

10.1.10 Assignment of Warranties

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

10.1.11 Other Warranties

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

10.1.12 General Warranties

Contractor further represents, warrants, covenants, and agrees that during the term of this Contract:

1. All tasks, subtasks, deliverables, goods, services and other Work provided by Contractor under this Contract shall be provided and/or performed in a timely and professional manner by qualified personnel and consistent with generally accepted industry standards;
2. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements applicable to Licensed Products, including Licensed Data and Licensed Software, meeting industry standards) set forth in this Contract, including Appendix D/Exhibit A (Statement of Work); and
3. All Documentation delivered under this Contract shall be in accordance with Contractor standards.

10.2 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor will comply with Exhibit H (Information Security and Privacy Requirements) and will be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and will maintain compliance during the Contract Term. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

11 ADDITIONAL PROVISIONS

11.1 LIMITATION OF LIABILITY

- 11.1.1** Any monetary liability of Contractor to County shall be limited to the amount of damages up to \$10 million dollars, or the insurance limits required in Paragraph 8.25 (Insurance Coverage), whichever is greater. Except as to cover costs set forth in Paragraph 8.43 (Termination for Default), Contractor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.
- 11.1.2** Nothing in this Paragraph 11.1.2 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with Paragraph 8.26 (Liquidated Damages) and the requirements of the applicable Work Order.
- 11.1.3** Nothing in this Paragraph 11.1.3 shall limit Contractor's liability for personal injury and/or property damage caused by Contractor's negligent, tortious, and/or unlawful acts and/or omissions.
- 11.1.4** Nothing in this Paragraph 11.1.4 shall effect or limit Contractor's obligations under Paragraph 8.6 (Compliance with Applicable Law), Paragraph 8.17 (Employment Eligibility Verification), Paragraph 8.19 (Fair Labor Standards), Paragraph 8.24 (General Provision for all Insurance Coverage), Paragraph 8.40 (Subcontracting) and Paragraph 10.3 (Information and Privacy Requirements).
- 11.1.5** The remedies set forth in this Paragraph 11.1.5 (Limitation of Liability) are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Contract.

12 SURVIVAL

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

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6.2	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards

Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Wavier
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10	Additional Information Technology (IT) Provisions
Paragraph 11	Additional Provisions
Paragraph 12	Survival

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, or designee, has caused the Contract to be executed by the County's Internal Services Department Director, or designee, and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer.

CONTRACTOR

By 

Name
Chief Administrative Officer

Title

COUNTY OF LOS ANGELES

By

Michael Owh
Director
Internal Services Department
(designee as delegated by the Board of Supervisors)

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By

Senior Deputy County Counsel

STANDARD EXHIBITS

A STATEMENT OF WORK AND ATTACHMENTS

- Attachment 1: Authorized Participating Entities List
- Attachment 2: Schedule A 2.1 – Standard Features Asset Extraction
Schedule A 2.2 – Enhanced Features Asset Extraction
- Attachment 3: Schedule B 3.1 – Optional Features Asset Extraction
- Attachment 4: Reference Map
- Attachment 5: Change Order Service Request/Acceptance Form
- Attachment 6: Contractor Discrepancy Report (CDR)
- Attachment 7: Performance Requirements Summary (PRS) Chart

B PRICING SHEET

C COUNTY'S ADMINISTRATION

D CONTRACTOR'S ADMINISTRATION

E FORM REQUIRED AT THE TIME OF CONTRACT EXECUTION

E1-IT: CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

F SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

G FORM REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

G1: CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

G2: NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT

H INFORMATION SECURITY AND PRIVACY REQUIREMENTS

I REQUEST TO SUBCONTRACT

CONTRACT EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

**STATEMENT OF WORK
FOR
DIGITAL STREET LEVEL DATA SERVICES**

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SOW ATTACHMENTS

- Attachment 1: Authorized Participating Entities List
- Attachment 2: Schedule A 2.1 – Standard Features Asset Extraction
Schedule A 2.2 – Enhanced Features Asset Extraction
- Attachment 3: Schedule B 3.1 – Optional Features Asset Extraction
- Attachment 4: Reference Map
- Attachment 5: Change Order Service Request/Acceptance Form
- Attachment 6: Contractor Discrepancy Report (CDR)
- Attachment 7: Performance Requirements Summary (PRS) Chart

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

This Appendix D/Exhibit A (Statement of Work) consists of tasks, subtasks, deliverables, goods, services, and other work the selected Contractor will be required to provide in response to the Request for Proposals ("RFP") issued by the Internal Services Department (ISD) of the County of Los Angeles (County) for the County and other members of Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC).

2 DEFINITIONS

Refer to Section 2.0 (Definitions) of the Sample Contract.

3 STREET-LEVEL LIDAR DATA REQUIREMENTS

3.1 General Requirements

1. Data collection, feature asset extraction, and retention of collected data, to begin on the Notice-To-Proceed (NTP) date as determined by the County.
2. Data will be collected at a speed that will not impede the safe flow of traffic and in conformance to applicable traffic laws in California.
3. Data acquisition must not be performed during rainstorms, dust storms, at night or during any other environmental factors that will inhibit the visibility of the roadside assets to be collected and obscure the image quality and detail.
4. In the event of a road closure or closures, the closed route or routes must still be included in the collection by the contractor once the route is reopened for travel. If a closure would result in a significant alteration to the contractor's collection schedule, this may be discussed with LAR-IAC to determine a course of action.
5. Final delivery of extracted features must be no later than one calendar year after NTP is given.
6. If any data is determined to be unacceptable by LAR-IAC, the contractor will be required to provide the corrected items within 60 calendar days after notice of deficiency(ies).
7. Even after the final delivery and acceptance of the data and images the contractor will also be required to work with LAR-IAC to complete corrections and perform minor revisions to the data.

3.2 Technical Specifications

3.2.1 Street-Level Images

- a. Minimum resolution per image: 80 MP (for example: ability to read asset tags and street light bulb type).
- b. Horizontal Field of View (HFOV): 360 degrees.
- c. Vertical Field of View (VFOV) 145 +/- 5 degrees.

- d. Sub-inch spatial pixel resolution.
- e. Imagery must provide global positioning system (GPS) location and azimuth of photo direction.
- f. Imagery must contain information about the date and time it was captured.
- g. Survey vehicle's camera and sensor system must have clear field of view in all directions with no impediments from any vehicle parts that would impact the ability to extract features from the imagery.
- h. Survey vehicles must have positional accuracy of less than 6 inches on average.
- i. Imagery and supporting systems must allow for accurate dimension, area, volume, and point measurement (x,y, and z)
 - 3.9 inch location accuracy
 - 4 inch absolute accuracy
 - 0.8 inch measurement accuracy
- j. A privacy filter must be applied to all applicable photographs to blur both human faces and vehicle license plates.
- k. Free of distortion and sun exposure that would impact the ability to extract features from the imagery (for example: ability to read asset tags and street light bulb type).

3.2.2 Street-Level LiDAR

- a. Horizontal Datum: NAD 1983 State Plane – California Zone V. Longitude and latitude will be based on North American Datum of 1983(2011).
- b. Vertical Datum: NAVD88
- c. LiDAR sensor at the minimum must meet the following:
 - 32 channels
 - Measurement range of up to 80 m
 - Range accuracy of ~ 2 cm
 - Single and Dual returns
 - 3D LiDAR data points generated:
 - Single Return Mode: 640,000 points per second
 - Dual Return Mode: 1,280,000 points per second
- d. Location accuracy of all recorded locations has an average standard deviation of less than 4 inches in all directions excluding long tunnels, dense rural areas, and urban canyons.

- e. Point cloud data must be downloadable as .LAS files, conforming to the latest ASPRS standards for the file format.
- f. Point cloud data must be divided into usable, logical sections, such as by route and mile marker. An indexing system must be provided.

3.2.3 Feature Asset Extraction

- a. All extracted GIS datasets are to be delivered in Esri File Geodatabase Feature Class format.
- b. Horizontal Datum: NAD 1983 State Plane – California Zone V. Longitude and latitude will be based on North American Datum of 1983(2011).
- c. Vertical Datum: NAVD88.
- d. All extracted GIS datasets will match each dataset's requirements, specifications, and data schema table, as mutually agreed upon by vendor and LAR-IAC, as closely as possible.
- e. All specified assets visible in at least 1 image must be extracted.
- f. Extracted assets must have sub-inch positional accuracy.
- g. Asset data deliverables must be capable of integration with future data collection/extraction efforts. A unique ID must be assigned to each asset record to identify the same asset in future data collection cycles.
- h. For assets at intersections of multiple routes, a single record must be recorded for that asset instead of one for each appearance along each route.
- i. Complete FGDC compliant metadata for each GIS asset dataset.

3.2.4 Hosted Solution

- a. Cloud hosting storage and access for duration of agreement term including contract renewal options.
- b. Cloud hosted software solution must provide access to captured street-level imagery and LiDAR that includes:
 - Measuring tools (length, area, volume, and height of features)
 - Pan and zoom controls
 - Measurement to be reported in multiple units (feet, meters, etc.)
 - Editable text and report formatting
- c. GIS integration for viewing imagery and LiDAR (ArcGIS Desktop, ArcGIS Pro, ArcGIS Server, ArcGIS Online, Widgets for ArcGIS Experience Builder, etc.).

- d. Application Programming Interface (API) or widgets to access imagery and LiDAR from County/Authorized Entities' applications and work processes.
- e. Unlimited user logins for web-based client and unlimited licenses for GIS integration must be granted to all Authorized Entities.

3.3 Acceptance Criteria

3.3.1 Technical Specifications

Images will be governed by the following technical specifications: Visual quality of all Street-Level Imagery is expected to meet the requirements as further described in Sections 3.3.2 (Image Format), 3.3.3 (Image Quality), 3.3.4 (Recording Interval), 3.3.5 (Accuracy), and 3.3.7 (Metadata) below. Sample imagery from the first few days of driving may be gathered based on imagery collection capture and provided to the County for their review.

3.3.2 Image Format

Images must be a 360-degree panoramic photograph with an ultra-high resolution and can be exported or downloaded to a number of industry standard image formats.

3.3.3 Image Quality

Image quality at the minimum must meet the following:

- Resolution per image: 80 Mb
- Field of View:
 - Horizontal (HFOV): 360 degrees
 - Vertical (VFOV): 145 +/- 5 degrees
- Spatial pixel size: 0.44 cm (0.17 in) at 10 m (33 ft) from the capture location.
- Good sharpness.
- Clear and realistic colors.
- Good appearance and visibility of objects including in shadowed areas.
- Low noise level, including in shadowed areas.
- No negative impact from direct sunlight that will impact feature extraction, such as smearing or blooming.
- Good image continuity: no visible transitions between sections of the image.
- Upright image: when an image is capture on a slope, it must be automatically corrected to appear as if the image was taken horizontally (level).

3.3.4 Recording Interval

Imagery must be recorded approximately every 20 feet along roadway to provide multiple viewing perspectives of all objects.

3.3.5 Accuracy

- Imagery must have excellent georeferencing:
 - Average standard deviation of the recording position: 10 cm (4 in) or better
 - Average orientation deviation of the recording position: 0.1 degree or better
- Geometrically correct: the accuracy of the spatial angle between 2 pixels must be 0.025 degree or better.
- Precise measurements of objects: X, Y, and Z coordinates have an average absolute standard deviation of 10 cm (4 in) or better, excluding in long tunnels, forested areas, and urban canyons.
- Precise measurements of distances: measurement of heights, lengths or widths have a relative standard deviation of 2 cm (0.79 in) or better.

3.3.6 Completeness

Contractor must strive for maximum coverage in each recording area. Targeted completeness must not be less than 98%, meaning 98 out of 100 recording locations must have correct and accurate content.

- On roadways divided by a median, the images must be recorded in both directions.
- If more than 3 consecutive recording locations are missing or do not meet the quality criteria and redrives are necessary, these streets will be captured again.
- Prior to delivery, Contractor must check for completeness and quality and return to recapture any missing project areas.
- If more than 2% of the agreed project area is missing or doesn't meet the quality criteria, Contractor must return for recapturing.

3.3.7 Metadata

- Unique image identification (imageID)
- Date and time of capture
- Accuracy of the location and orientation of the capture

3.4 Supporting Software Requirements

3.4.1 ArcGIS Extension Software

Contractor must provide and maintain Software extension, tools, plugins, and applications within ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, Experience Builder, and Portal for ArcGIS that integrates the collected

imagery, LiDAR point cloud views, extracted features, editing, and measuring into LAR-IAC member's existing ArcGIS environment. Extension Software must have the following minimal capabilities:

- Distance Tool – measure lengths, widths, and perimeters.
- Height Tool – determine the height of any feature.
- Location Tool – obtain geo-coordinates of items in the image.
- Area Tool – Measure acreage or square footage of any area.
- Elevation Tool – Access ground elevation.
- Bearing Tool – Determine directional (from True North) location.
- Select Tool – locate by client supplied data such a street address, tax account number or coordinates.
- Link Tool – link an unlimited amount of additional data/text per image.
- Text Annotation Tool – describe features within an image.
- Line Drawing Tool – draw straight or free-form lines to highlight a feature.
- Circle Drawing Tool – create circular boundaries/perimeters from specific locations.
- Navigate Tool – allows for easy navigation through your image warehouse by opening next adjacent image in approximate scale and same direction.
- Search by Address Tool – ability to search from pre-defined queries of parcel address data.
- Zoom – zoom in and out of all images.
- Search – search GIS data and address information and zoom to features that have been found.
- GIS Data Overlay - display GIS shapefile format data on top of street-level imagery.
- Export – export street-level imagery for use for display and other purposes.

3.5 Hosted Solution

3.5.1 Hosted Online Access

Contractor must deliver a hosted online access solution that uses HTTPS and standard internet technologies to provide web-based access to the street-level imagery and LiDAR acquired by the LAR-IAC. Contractor will host and make the Street-Level Images and LiDAR point clouds available to Authorized Participating Entities through their hosted online solution. Contractor must make best effort to ensure solution will be available 99.9% of the time. If County determines availability is not acceptable, Contractor must allow termination of this subscription.

The solution will enable a LAR-IAC Authorized Participating Entity or its delegate to establish user accounts that have common startup and data overlay requirements. For example, when an Authorized Participating Entity User logs into the hosted solution, he/she will be presented with that entity's selected GIS layers and starting point. Each entity will have an administrator who can work with Contractor to provide and select those layers and add or remove named accounts. County will work with Participating Entities to assign an administrator for each participating entity. The administrator will work with Contractor to establish the GIS data layers and starting location. Contractor will develop and provide a workflow to LAR-IAC participants to administer their GIS layers and workspace. The administrator will be able to update the data layers at any time during the period covering this Statement of Work.

a. Named Users:

Contractor's hosted solution will provide an unlimited number of individual named accounts. Each of these accounts can save its session and then return in the future to continue working.

b. Generic User:

Contractor's hosted solution will enable the creation of one or more generic user account for each organization, whose primary use would be to allow for integration with existing web-based GIS applications. The generic user login will allow multiple concurrent logins on that account. This login will show users GIS layers to be managed by each organization's administrator. The generic user account will not allow the saving of sessions/workspaces.

3.5.2 Application Programming Interface (API)

Contractor will develop capabilities that enable connectivity for an unlimited number of concurrent unnamed web-based users to APIs that will be used for embedding hosted functionality into other web-based systems (e.g., VertiGIS). The total number of "hits" will be tracked. A "hit" is defined as loading a single image, and doing all functions (panning, zooming, overlays) within that image. Contractor will create a different key for each 3rd party vendor or Web application and track usage for each key. Contractor will provide a monthly report detailing the total number of "hits" as well as the hits by API key. Contractor will provide documentation on the API to County, participants, and their vendors as required. The API will allow Authorized Participating Entity to make the functionality available to the public without the measurement tools or workspaces. The API will allow 3rd party vendors to integrate GIS data layers onto the Street-Level Images. Contractor must provide all updates of its API software to County during the term of the Agreement.

4 TASKS AND DELIVERABLES

4.1 TASK 1: DEVELOP PROJECT WORK PLAN

Contractor must review and analyze the Image Requirements to be provided under this Contract and develop a Project Work Plan, which will be used to accomplish the following:

- Guide project planning;
- Document project planning assumptions and constraints;
- Document project-planning decisions regarding alternatives chosen;
- Facilitate communication between project stakeholders;
- Define key management reviews as to content, extent and timing; and
- Provide a baseline for progress measurement and project control

Deliverable 1 (Key Deliverable): Contractor must provide for County approval a Project Work Plan document in Microsoft Word, Excel or Project, agreed to by County and Contractor, developed in accordance with Task 1 (Develop Project Work Plan) within or by 60 days of award of Contract.

4.2 TASK 2: CAPTURE STREET-LEVEL IMAGES AND LIDAR POINT CLOUD

Contractor must capture georeferenced, high resolution, spherical 360-degree imagery and LiDAR point clouds for the approximately 10,000 total miles of roads, streets, highways, managed lanes, vehicle-accessible flood control channels, as well as a number of private or restricted roadways and other areas of interest within the boundary of County of Los Angeles. LAR-IAC will provide GIS street centerline data of roads to be driven. At minimum, this task will include:

- High resolution, 80 megapixel or greater images. (For example: ability to read asset tags and street light bulb type).
- Imagery and LiDAR capture and processing.
- Cloud-based storage and access.
- Privacy filter (faces and license plates blurred).
- Imagery must be recorded approximately every 20 feet along roadway to provide multiple viewing perspectives of all objects.
- High quality images, free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.
- Street-level LiDAR point density is dependent on how fast the recording vehicle is moving, the location and position of the surface, and the number of reflections per pulse. The LiDAR sensor must meet the requirements in in Section 3.2 (Technical Specifications).
- Collection timeframe less than one hundred (100) days including contingency time for bad weather with initial delivery of images within three weeks of start of image collection.

- Metadata with information on the date and time of capture, the accuracy of each recording point, the spatial reference system, and the camera system information.
- Complete street level 360-degree imagery and LiDAR datasets of the identified project area available in hosted solution.
- Provide a Quality Control report that includes a summary of miles driven, areas collected, and positional accuracy of the recording points.

Deliverable 2: Contractor must successfully complete the collection of Street-Level Images and LiDAR point cloud in accordance with Task 2 (Capture Street-Level Images and LiDAR Point Cloud) within or by one hundred eighty (180) days after Notice to Proceed (NTP) as determined by the County.

4.3 TASK 3: PROVIDE HOSTED SOLUTION

Contractor must provide web-based application with unlimited logins for LAR-IAC members that provides online access to the Street Level Images and LiDAR Point Cloud, hosted by contractor and including tools for viewing, measuring, collecting and creating GIS data, and reporting.

At minimum, the hosted solution requires the following capabilities:

- Enable the creation of a number of Organizational entities, each with unlimited users, representing Authorized Participating Entities, as identified by Exhibit A/Attachment 1 (Authorized Participating Entities List), with access controlled by County.
- Maintain compatibility with commonly used browsers such as Internet Explorer/Edge, Firefox, Chrome, Safari, etc.
- An interactive map system showing the location of pictures taken, with the ability to change base maps between vendor supplied and Esri-compatible base maps.
- Ability to search for location by address, zip code, coordinates, image IDs, extracted feature ID, layer and attribute value (e.g., parcel and parcel ID).
- Ability to change symbology of GIS layers.
- Capable of historic search where applicable.
- Include industry standard Application Programming Interfaces (APIs), including license, which will allow County and/or its agents to access street-level images and LiDAR point cloud hosted by Contractor through 3rd party applications.
- 3D Measuring tools to determine the location, distance, slope, surface, and dimensions in 3D space of objects in imagery (point, line, area, and volume measurements).
- Ability to create precise point, line, and area measurements from the Images.

- Contractor must make spatial data in formats such as Shapefile, Geodatabase, WMTS, WMS, and REST services provided by the County and Participating Entities available in the hosted solution. This will allow LAR-IAC participants to overlay these spatial data on top of the Street-Level Images and LiDAR point cloud hosted by Contractor. Contractor will provide a mechanism for LAR-IAC participants to upload and configure their own spatial data.
- Ability to create markups, notes, shapes and persistent measurements within imagery.
- Ability to export or download selected imagery, LiDAR point clouds, and feature shapes/markups in appropriate formats.
- Ability to share “workspaces” (point of view, markups, measurements, shapes, etc.) between users.
- Ability to toggle between imagery and LiDAR point cloud views.
- Account management tool to manage suborganizations and users, view statistics on usage.
- Provide online documentation.

Deliverable 3 (Key Deliverable): Contractor must successfully provide the hosted solution for Street-Level Images and LiDAR point cloud in accordance with Task 3 (Provide Hosted Solution) upon completion of Task 2, within one hundred eighty (180) days after Notice to Proceed (NTP) as determined by the County.

4.4 TASK 4: EXTRACT FEATURES FROM IMAGERY

- Contractor will post process collected imagery and LiDAR and extract GIS feature classes and populate attribute fields as defined in Exhibit A/Attachment 2, Schedule A 2.1 (Standard Features Asset Extraction) and Schedule A 2.2 (Enhanced Feature Asset Extraction).
- Extracted GIS assets as defined in Exhibit A/Attachment 2, Schedule A 2.1 (Standard Features Asset Extraction) and Schedule A 2.2 (Enhanced Feature Asset Extraction) delivered via Esri File Geodatabase in coordinate systems.
- Asset feature classes available in the Hosted Software Tools (Task 3).
- Complete Federal Geographic Data Committee (FGDC) compliant metadata for each GIS asset dataset.
- Schedule A 2.1 and A 2.2 may be updated upon agreement between the County and Contractor.

Deliverable 4 (Key Deliverable): Contractor must successfully extract features in accordance with Task 4 (Extract Features from Imagery) within or by two hundred and forty (240) days from award of contract.

4.5 TASK 5: PROVIDE ARCGIS EXTENSION SOFTWARE

Contractor must provide and maintain tools, plugins, and applications within ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, Experience Builder, and Portal for ArcGIS that integrates the collected imagery, LiDAR point cloud views, extracted features, and measuring into LAR-IAC member's existing ArcGIS environment.

- At minimum, the tools will include the following requirements:
 - View, measure, and overlay LAR-IAC member GIS data on the images
 - Ability to view and export or download selected imagery, LiDAR point clouds, and feature shapes/markups in appropriate formats
 - Integration tools, plugins, apps, and APIs must be in support and follow Esri's software product lifecycle and new release cycle.
- ArcGIS tools and integrations with the above Esri products.

Deliverable 5 (Key Deliverable): Contractor must provide and configure Software in accordance with Task 5 (Provide ArcGIS Extension Software) upon completion of Task 2, within one hundred eighty (180) days after Notice to Proceed (NTP) as determined by the County.

4.6 TASK 6 – PROVIDE TECHNICAL SUPPORT, DOCUMENTATION AND TRAINING

4.6.1 Technical Support

Contractor must provide up to twenty (20) hours per year of technical support to the support contacts for County and the Authorized Entities as identified by County. Technical support beyond the limit set forth in this Subtask 4.6.1 may be provided as Optional Services using Pool Dollars pursuant to Task 8 (Provide Optional Work).

4.6.2 Documentation

Contractor must furnish to County the latest Documentation for latest versions of the Hosted Solution and must update such Documentation during the term of the Agreement.

4.6.3 Training

Contractor must conduct, at a minimum:

- Four (4) 4-hour "End-User" training sessions via on-line tools such as *GoToMeeting*, *Microsoft Teams*, or *Zoom*. For a total of sixteen (16) hours of "End-User" training.
- Two (2) 3-hour "Administrator" training to teach LAR-IAC IT and GIS support staff how to install, configure, and support Contractor's

software and Hosted Solution via on-line tools such as *GoToMeeting*, *Microsoft Teams*, or *Zoom*. For a total of six (6) hours of “Administrator” training.

- Four (4) 3-hour advanced technical training sessions, using on-line tools such as *GoToMeeting*, *Microsoft Teams*, or *Zoom*. For a total of twelve (12) hours of advanced technical training.
- Optionally, County may replace training sessions above with customized online training of the same duration. Total combined training of thirty-four (34) hours.

Deliverable 6: Contractor must successfully provide technical support, documentation, and training in accordance with Task 6 (Provide Technical Support, Documentation and Training).

4.7 TASK 7 – CORRECT IMAGE, LiDAR, AND FEATURE ASSET DEFICIENCIES AND FINAL ACCEPTANCE

- Contractor must correct all Image and LiDAR Deficiencies identified by County within the Warranty Period, as further described in Paragraph 10.1.5.3 (Correction of Deficiencies) of the Contract.
- Contractor must correct all feature asset Deficiencies identified by County within the Warranty Period, as further described in Paragraph 10.1.5.3 (Correction of Deficiencies) of the Contract.

Deliverable 7: Upon approval, County will provide Contractor with Final Acceptance when Contractor has successfully corrected all Image, LiDAR, and feature asset Deficiencies pursuant to Task 7 (Correct Image, LiDAR, and Feature Asset Deficiencies and Final Acceptance) within or by two hundred and forty (240) days from award of contract.

4.8 TASK 8 – REPORTING

Contract must at minimum provide reports detailing usage and number of hits for all LAR-IAC third party vendors and Web applications.

Deliverable 8: Contractor must provide usage reports detailing the number of hits for all LAR-IAC third party vendors and Web applications, 240 days from award of contract and monthly thereafter.

4.9 TASK 9 – PROVIDE OPTIONAL WORK

Following Final Acceptance, the County may from time to time, during the term of this Contract, submit to Contractor Work Orders to provide Optional Work using Pool Dollars, including Optional Products, Optional Services, and/or Optional Feature Asset Extractions. In response to County’s request, Contractor must submit to County for approval a not-to-exceed Maximum Fixed Price to provide the optional work, calculated based on the Fixed Hourly Rate and other pricing terms set forth in the Pricing Sheet and elsewhere in the Agreement. County and Contractor must agree on the Change Order, which will at a minimum include the

tasks and deliverables to be performed and the Maximum Fixed Price for such Optional Work.

4.9.1 Optional Products

County may from time to time, during the term of this Contract, submit to Contractor for Contractor's review written request for software, tools, images, and other products using Pool Dollars, at rates and fees agreed to by the parties as set forth in T9-OpProducts of the Pricing Sheet. Upon County's Acceptance of the Optional Products, such Optional Products must be deemed Licensed Products for the purpose of this Contract.

4.9.2 Optional Services

County may from time to time, during the term of this Contract, submit to Contractor for Contractor's review written request for on-site implementation support, additional training, and other consulting services using Pool Dollars at County facilities or at Contractor's location, at rates and fees agreed to by the parties as set forth in T9-OpServices of the Pricing Sheet.

4.9.3 Optional Feature Asset Extractions

County may from time to time, during the term of this Contract, submit to Contractor for Contractor's review written request to extract additional asset features, identified in Exhibit A/Attachment 3, Schedule B 3.1 (Optional Feature Asset Extractions) using Pool Dollars at rates and fees agreed to by the parties as set forth in T9-OpFeatAssetExtract of the Pricing Sheet.

Deliverable 9: Contractor must successfully provide Optional Work, in accordance with Task 9 (Provide Optional Work) as needed or agreed upon by County and certify in writing that the Optional Work meet the requirements of the applicable Change Order.

4.10 LICENSING

Contractor receiving final acceptance by providing all finished products and final deliverables, will provide all needed licenses to County as set forth in Definition 2.1.38 (Licensed Products) and Paragraph 10.1.1 (License Grant) of the Contract.

4.11 DELIVERABLE SUMMARY TABLE

Deliverable #	Task #	Deliverable Name	Deliverable Due Date
1	1	Project Work Plan	60 days from award of contract
2	2	Capture Street-level Images and LiDAR Point Cloud	180 days from Notice to Proceed (NTP) as determined by the County
3	3	Provide Hosted Solution	180 days from Notice to Proceed (NTP) as determined by the County
4	4	Extract Features from Imagery <i>Schedule A 2.1 – Standard Feature Asset Extraction, per mile</i> <i>Schedule A 2.2 – Enhanced Feature Asset Extraction, per mile</i>	240 days from award of contract
5	5	Provide ArcGIS Extension Software	180 days from Notice to Proceed (NTP) as determined by the County
6	6	Provide Technical Support, Documentation and Training <i>Technical Support (up to 20 hours)</i> <i>Documentation</i> <i>Training</i> <i>Optional, replace training with customized online training</i>	TBD
7	7	Correct Image, LiDAR, and Feature Asset Deficiencies and Final Acceptance	240 days from award of contract
8	8	Reporting (Detailed usage and number of hits)	240 days from award of contract and monthly thereafter
9	9	Provide Optional Work (additional work that can be provided to County)	As needed

5 GENERAL ADMINISTRATION

5.1 RESPONSIBILITIES

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

5.1.1 COUNTY'S RESPONSIBILITIES

ISD will administer the Contract according to Paragraph 6 (Administration of Contract - County) of the Contract.

5.1.2 CONTRACTOR RESPONSIBILITIES

5.1.2.1 Contractor Project Manager (PM)

A. Contractor PM or designee will act as the central point of contact of the Contractor. Duties include, but are not limited to:

1. Contractor's PM or designee must be available during the hours of operation (8:00 a.m. to 5:00 p.m. PST) or as otherwise required by the County.
2. Support the management of the Contract.
3. Ensure completion of all deliverables and other requirements successfully meets all deadlines.
4. Ensure overall County satisfaction with all Contractor's products and services throughout the term of the Contract.
5. Facilitate dispute resolution.
6. Have full authority to act for Contractor on all matters relating to the daily operation of the Contract.

B. Minimum Requirement

1. Must have at least three (3) years of experience in the last five (5) managing similar types of Street-Level Imagery and LiDAR Data Acquisition and Feature Extraction projects.
2. Must be able to effectively communicate, in English, both orally and in writing.

5.1.2.2 Personnel

1. Contractor must assign a sufficient number of employees to perform the required work.
2. Contractor will be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

5.1.2.3 Uniforms

Contractor employees must always wear a uniform shirt with the company name and logo (collared or t-shirt). Uniform pants are optional. All uniforms, as required and approved by the Director or his/her designee, will be provided by and at Contractor's expense.

5.1.2.4 Identification Badges

Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

5.1.2.5 Materials and Equipment

The purchase of all materials and equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

5.1.2.6 Training

1. Contractor must provide training programs for all new employees and continued in-service training for all employees.
2. All employees must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

5.1.2.7 Contractor's Office

Contractor must maintain an office with an email and telephone in the company's name where Contractor conducts business. The office must be staffed during Business Hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's or Qualified Vendor's performance. When the office is closed, an answering service must be provided to receive calls and an email. Contractor must respond to calls received by the answering service within one (1) business day of receipt of the call and or email.

Contractor must provide an emergency contact that can be reached 24/7/365 in the event of an emergency.

5.1.2.8 Hours/Days of the Week

Monday through Friday. 8:00 a.m. to 5:00 p.m. PST.

5.1.2.9 Work Schedule(s)

Contractor must submit for review and approval a work schedule for each facility to the County Project Director within fourteen (14) days prior to starting work. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, and afternoon the tasks will be performed.

Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

5.1.2.10 Unscheduled Work

1. The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, natural hazards outside human control, and/or third-party negligence; or to add to, modify or refurbish existing facilities.
2. Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director, or his/her designee, must approve the excess cost. In any case, no unscheduled work will commence without written authorization.
3. When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact County's Project Director for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to County's Project Director within five (5) working days after completion of the work.
4. All unscheduled work will commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
5. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

6 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

6.1 Scheduled Meetings

Contractor is required to attend scheduled meetings periodically. Failure to attend will cause an assessment of one hundred dollars (\$100).

6.2 County Observations

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

6.3 Quality Control Plan

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Contract Project Monitor for review. The plan must include, but may not be limited to the following:

- A. Method in which Contractor intends to ensure the quality of the services provided under the Contract.
- B. Mechanism used to monitor all Services provided under this Contract.
- C. Mechanism Contractor uses to maintain records of all maintenance activity conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All information must be provided to County upon request.
- D. Explanation of the process used from the time a formal complaint or Contract Discrepancy Report (CDR) has been received until such time a complaint or CDR has been resolved and completed.

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

6.4 Contract Discrepancy Report (CDR)

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

The County Contract Project Monitor will determine whether a formal CDR (Attachment 5, Contract Discrepancy Report) must be issued. Upon receipt of this document, the Contractor is required to respond in writing via email to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County Contract Project Monitor within five (5) business days.

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

7 PERFORMANCE REQUIREMENTS SUMMARY (PRS) Chart

A Performance Requirements Summary (PRS) Chart (Attachment 7) of Appendix D/Exhibit A (Statement of Work and Attachments), listing required services that will be

monitored by the County during the term of this Contract is an important monitoring tool for the County.

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

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

1. Require Contractor to implement a formal corrective action plan, subject to approval by IT Contracts. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Deduct payment or assess fees from Contractor by a computed amount based on the deductions/assessment fee(s) in the PRS. Should fees be assessed, Contractor must issue a credit to Department on Contractor's future invoice(s).
3. Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with or satisfy the request(s) for improvement of the hosted system, or to perform the neglected work specified within ten (10) business days, will constitute authorization for Department to have the Service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by Department, will be credited to Department on Contractor's future invoice(s).

This Paragraph does not preclude County's right to terminate work, in accordance with Contract, Paragraph 8.0, (Standard Terms and Conditions), Paragraph 8.42, (Termination for Convenience) and Paragraph 8.43, (Termination for Default) of the Contract.

ATTACHMENT 1**AUTHORIZED PARTICIPATING ENTITIES LIST**

In addition to the County Departments, the following Participating Entities may be authorized by County to become Authorized Participants under the Contract:

1. County's Special Districts
2. County's Commissions
3. County's Agencies
4. State subdivisions
5. Federal subdivisions
6. Subdivisions of County, including incorporated cities and unincorporated areas within the County of Los Angeles
7. Other groups/agencies specifically listed below (that may or may not fall in one of the above categories):
 - a. CalTrans (California Department of Transportation –District 7 only)
 - b. LARGIN (Los Angeles Region Gang Information Network)
 - c. Santa Catalina Island Conservancy
 - d. School Districts; including Los Angeles Unified School District (LAUSD)
 - e. United States Geological Survey (USGS)

ATTACHMENT 2

SCHEDULE A 2.1 – STANDARD FEATURES ASSET EXTRACTION

Asset	Asset Class	Attributes	Description	Optional Attribution
Utility Pole	Point (Aerial-based)	Point location for utility poles	Poles with power and/or communication lines attached to them	Pole Height, Circumference
Other Poles	Point (Aerial-based)	Point location for non-utility, non-light poles, non-traffic poles	Location of Other Poles (non-utility, non-light, non-traffic)	Type (Flagpole, RR Crossing, Pedestrian Crossing)
Traffic Light Foot	Point (Ground-based)	Point layer for traffic light poles	Base of traffic light pole	
Streetlights	Point (Aerial-based)	Point layer for streetlights only, including power poles that have streetlights on them.	Light meant to illuminate ROW.	Type (Standard, Decorative)
Trees	Point (Aerial-based)	Point layer for all trees within ROW	Location of Trees	Tree Height, Diameter
Signs	Point (Ground-based)	Point Location and MUTCD Code	Location of MUTCD Signs with associated MUTCD code	Condition Assessment (Good, Fair, Poor), Sign Dimensions, Legend (Non-MUTCD text on sign)
BOC	Line (Ground-based)	Lines representing back of curb	Back of Curb (BOC)	Curb Type (Standard, Non-standard, No Curb)
EOP	Line (Ground-based)	Lines representing edge of pavement	Can be extracted at base of curb or seam where curb meets roadbed	Curb Type (Standard, Non-standard, No Curb)
Sidewalks	Line (Ground-based)	Lines edge of sidewalks	Lines at two edges of sidewalk OR line up center of sidewalk	Sidewalk width
Pavement Striping	Line (Ground-based)	Line representing pavement stripes used to denote lanes	Type (Dashed, Solid, Solid-Dashed, Double Solid), Color (White, Yellow)	Lane type (Turn Lane, Thru Lane, Bike Lane)
Paint Symbols	Point (Ground-based)	Points on paint marking in the road	Single pavement messages on road (STOP, ONLY, LEFT ARROW, etc.) – full list available upon request	Message (Stop, Left Arrow, Right Arrow, etc.)
Pedestrian Push Buttons	Point	Point at location of the button	Allows pedestrians to activate a pedestrian signal and reassure pedestrians that they will receive a crossing indication	

Asset	Asset Class	Attributes	Description	Optional Attribution
Pedestrian Ramp – Standard	Point (Ground-based)	Points on ADA ramps	Point where elevated sidewalk slopes downward toward road to meet ADA compliancy, generally found at intersections	ADA Compliance (Y/N), Detectable Warning (Y/N)
Pavement Messages: Crosswalk	Point	Symbol Type	Point at the relative center of the word or symbol. Symbols that are multi-part such as crosswalks and yield lines are a single point.	
Water AirVac	Point (Ground-based)	Point location for AirVac	Location of Water AirVac	
Water Fire Hydrant	Point (Ground-based)	Points on Water Hydrants	Location of Water Hydrant	
Water Flushout	Point (Ground-based)	Points on Flushouts	Location of Flushout	
Water RPDA	Point (Ground-based)	Points on RPDA	Location of RPDA	
Water Meter Box	Point (Ground-based)	Points on Meter Boxes	Location of Meter Box	
Water System Valve	Point (Ground-based)	Points on Water System Valves	Location of Water System Valves on roadway	
Water Vault	Point (Ground-based)	Point on Water Vaults	Location of Water Vault	
Water Sampling Station	Point (Ground-based)	Point on Sampling Station	Location of Water Sampling Station	

ATTACHMENT 2

SCHEDULE A 2.2 – ENHANCED FEATURE ASSET EXTRACTION

Asset	Asset Class	Attributes	Description	Optional Attribution
Pedestrian Ramp – Enhanced	Point (Ground-based)	Points on ADA ramps	Point where elevated sidewalk slopes downward toward road to meet ADA compliancy, generally found at intersections	ADA Compliance (Y/N), Detectable Warning (Y/N) Ramp Type (Perpendicular, Parallel, Combination, etc.) Adjacent SW Width (inches) Adjacent SW Cross Slope (%) Adjacent SW Passing Space (Present, Not Present, N/A) Ramp Width (inches) Running Slope (%) Cross Slope (%) Flare Slope A (%) Flare Slope B (%) Turning Space (Present, Not Present, N/A) Turning Space Width (inches) Turning Space Length (inches) Turning Space Cross Slope (%) Detectable Warning Surface Length (inches) Detectable Warning Surface Spans Width of Curb Cut (Present, Not Present, N/A) Truncated Dome Spacing (Present, Not Present, N/A) DWS within 5' of Curb Line/Grade Break (Present, Not Present, N/A) DWS Color Contrast (Present, Not Present, N/A) Lip Present (Present, Not Present, N/A) Gutter Flowline Slope (%) Gutter Counter Slope (%) Pedestrian Signal Height between 15" and 48" (Present, Not Present, N/A) Pedestrian Signal Location (Present, Not Present, N/A) Crosswalk Clear Space (Present, Not Present, N/A)

Asset	Asset Class	Attributes	Description	Optional Attribution
Transit Stops and Pads - Enhanced	Point (Ground-based)	Points representing transit Stops and Pads including bus Stops and Pads	Point feature denoting designated areas for a transit vehicle to pull over and pick up/drop off passengers and determine if they meet ADA compliancy specified in section 810.2 of ADA Accessibility Standards by U.S. Access Board	ADA Compliance (Y/N) Boarding & Alighting Area Clear Length (inches) Boarding & Alighting Area Clear Width (inches) Type (Bench, Bench and Shelter, Other)

ATTACHMENT 3

SCHEDULE B 3.1 – OPTIONAL FEATURES ASSET EXTRACTION

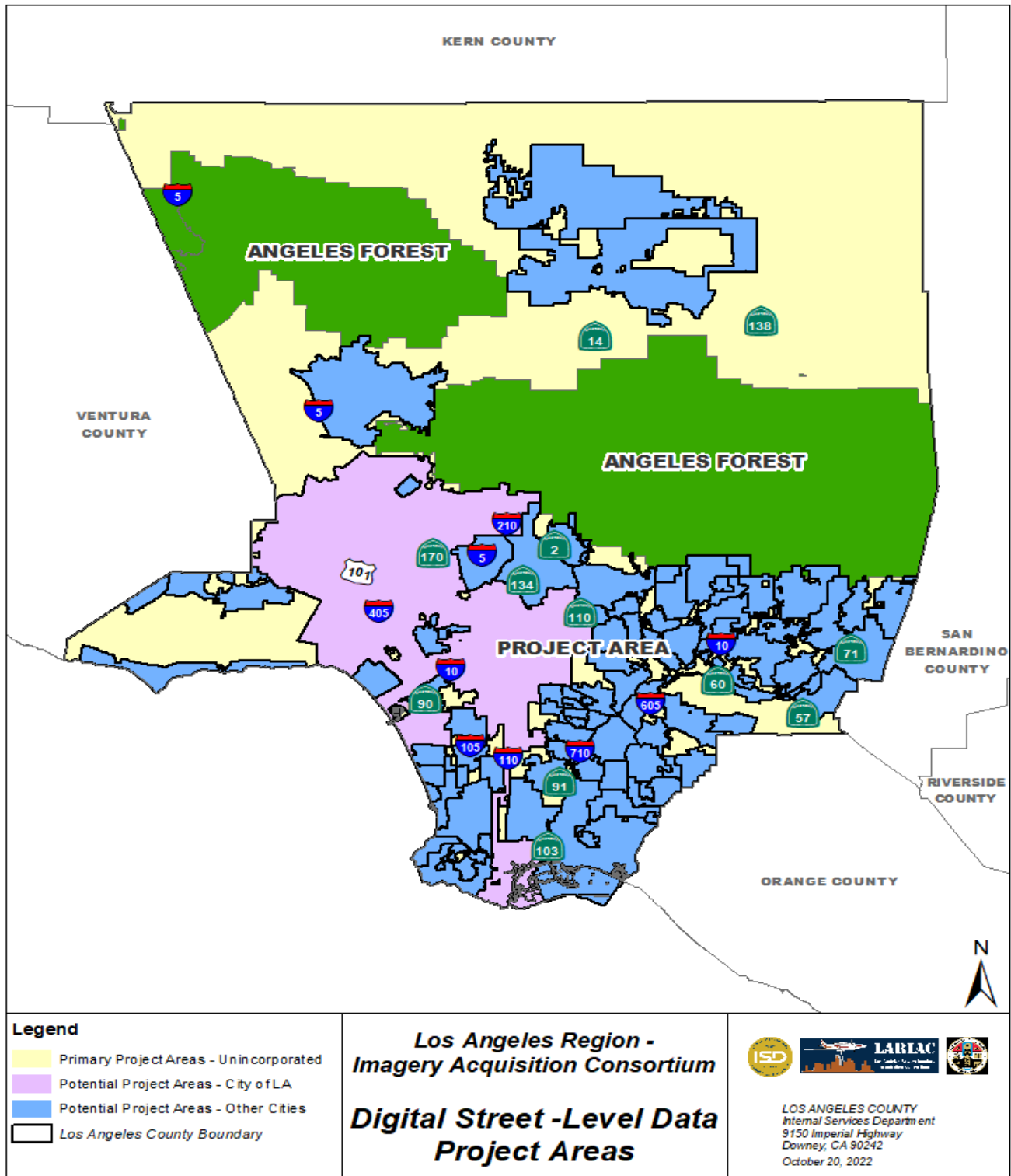
Asset	Asset Class	Attributes	Description	Optional Attribution
Sign Structure	Point (Ground-based)	Point Location	Number of signs on structure, Number of Posts	Condition Assessment (Good, Fair, Poor), Post Type (Metal U-channel, Metal Rounded, Wood, Mounted, Other)
Overhead Signs Structure	Point (Aerial-based)	Point Location and Vertical Clearance	Control clearance (Shortest distance from bottom of sign structure to road)	
Traffic Light	Point (Aerial-based)	Point at the topmost of physical traffic light	Traffic control device with red, yellow, and/or green lamps	
Bridge Structure	Point (Aerial-based)	Location and Vertical Clearance per lane line	Vertical Clearance per lane line or control clearance under entire structure per road bed	BIN number if provided, Facility Carried (Road bridge is on), Feature crossed (Road underneath Bridge), Horizontal clearance
Driveway	Line (Ground-based)	Lines representing edge of driveway	Two lines extracted at each edge of driveway where driveway meets roadbed going back ~20 feet into driveway	
Wall	Line (Ground-based)	Line representing top of wall within ROW	Continuous concrete or brick structures found in ROW used to enclose or divide an area of land	
Fence	Line (Ground-based)	Line representing top of fence within ROW	Continuous metal or wood structure with posts found in ROW and used to enclose or divide an area of land	Type (Wood, Chain link, Decorative)
Transit Stops and Pads	Point (Ground-based)	Points representing transit Stops and Pads including bus Stops and Pads	Point feature denoting designated areas for a transit vehicle to pull over and pick up/drop off passengers	Type (Bench, Bench and Shelter, Other)
Cabinets	Point (Ground-based)	Points on above ground cabinets	Large metal structure with door & handle for access	Type (Traffic, Electric, Communications, Other)
Manholes	Point (Ground-based)	Points on manholes in streets	Large circular cap covering an access point for underground utilities	Type (Telecomm, Electric, Water, Sewer, Other)

EXHIBIT A

Asset	Asset Class	Attributes	Description	Optional Attribution
Storm Drains	Point (Ground-based)	Points on Storm Drains and Catch Basins	Structure meant for excess water in roadway to drain into	Type (Valley Gutter Inlet, Curb Inlet, Grate Inlet)
Underground Substructure	Point (Ground-based)	Points for Underground Substructures	Small square or rounded structures to allow underground access to utility	Type (Water, Electric, Telecomm, Other)
Valves	Point (Ground-based)	Points on Ground Valves	Small circular caps meant to control water or gas flow for pipelines beneath surface of the road	Type (Water, Gas, Other)
Pedestal	Point (Ground-based)	Point on Ground Pedestals	Smaller above ground structure without access door. Are generally green and near residential housing	
Vault	Point (Ground-based)	Point on Vaults	Large underground substructures capable of a person climbing down into	

ATTACHMENT 4

REFERENCE MAP



ATTACHMENT 5

**CHANGE ORDER SERVICE REQUEST/ACCEPTANT FORM
(FOR OPTIONAL WORK)**

1. OPTIONAL WORK

CHANGE ORDER #	WORK TITLE	REQUEST DATE	COMPLETION DATE	COUNTY APPROVAL	MAXIMUM FIXED PRICE
	TOTAL:				\$

2. POOL DOLLARS

CHANGE ORDER #	DEDUCTED CHANGE ORDER AMOUNT	REMAINING POOL DOLLARS AMOUNT

WORK DESCRIPTION	DELIVERABLE/S
Comments:	
Contractor Signature:	Title:
Phone Number:	Email:

**CHANGE ORDER SERVICE REQUEST/ACCEPTANT FORM
(FOR OPTIONAL WORK)**

<i>To be completed by County</i>	
COUNTY APPROVAL/ACCEPTANCE	
County Project Manager	County Project Director
Signature:	Signature:
Name:	Name:
Date:	Date:
Approve ☒ Not approved ☐	Approve ☒ Not approved ☐
☒	Comments:

ATTACHMENT 6
CONTRACTOR DISCREPANCY REPORT (CDR)
CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.			
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.			
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:			
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.			
A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Use additional sheets if necessary

[Click or tap here to enter text.](#)

Contractor's Representative Signature

Date Signed

Additional Comments: Click or tap here to enter text.

ATTACHMENT 7

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION/FEES TO BE ASSESSED
Paragraph 5.5 – Invoices and Payments	Contractor shall provide accurate monthly billing invoices.	Receipt of documents	\$100 per incorrect invoice submitted.
Paragraph 7.1 – Administration of Contract – Contractor	Contractor shall notify the County in writing via email of any change in the name or address of the Project Manager.	Inspection & Observation	\$100 per occurrence.
Paragraph 8.38 – Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$100 per occurrence.
Paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to Subcontracting any work.	Inspection & Observation	\$500 per occurrence; possible termination for default of contract.
STATEMENT OF WORK			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION/FEES TO BE ASSESSED
Paragraph 4.1 – Task 1: Develop Project Plan	Contractor shall develop and provide a project plan within or by 60 days of award of contract.	Receipt of Project Plan	\$50 per day after the 60 days.
Paragraph 4.2 – Task 2: Capture Street-Level Images and LiDAR Point Cloud	Contractor shall provide initial delivery of images within three (3) weeks of start of image collection. Collection timeframe shall be less than one hundred (100) days, including contingency time for bad weather.	Inspection & Observation	\$50 per day if delivered after the initial three (3) weeks. \$100 per day if collection timeframe goes over one hundred (100) days.

EXHIBIT A

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION/FEEES TO BE ASSESSED
Paragraph 4.2 – Task 2: Capture Street-Level Images and LiDAR Point Cloud	Contractor shall successfully complete the collection of Street-Level Images and LiDAR point cloud within one hundred eighty (180) days after Notice to Proceed (NTP) as determined by the County.	Inspection & Observation	\$100 per day after the one hundred eighty (180) days.
Paragraph 4.3 – Task 3: Provide Hosted Solution	Contractor shall successfully provide the hosted solution for Street-Level Images and LiDAR point cloud upon completion of Task 2, within one hundred eighty (180) days after NTP by County.	Inspection & Observation	\$100 per day after the one hundred eighty (180) days that hosted solution is not in operation for users.
Paragraph 4.6 – Task 6: Provide Technical Support, Documentation, and Training	Contractor shall successfully provide technical support, documentation, and training.	Inspection & Observation	\$50 per hour, if short of twenty (20) hours of technical support. \$100 per occurrence that Contractor does not provide the latest and updated documentation for the hosted solution. \$50 per hour, if short of training hours identified in SOW.
Paragraph 4.8 – Task 9: Reporting	Contractor shall provide usage reports as identified in the SOW.	Receipt of documents	\$50 per day after two hundred forty (240) days from award of contract.
Paragraph 4.10 – Licensing	Contractor shall provide all needed licenses to County.	Inspection & Observation	\$50 per declined/blocked user.
Paragraph 5.1.2.3 – Uniforms	Contractor employees must wear a uniform shirt with the company name and logo.	Inspection & Observation	\$25 per occurrence.
Paragraph 6.1 – Scheduled Meetings	Contractor's representative to attend scheduled meetings	Attendance	\$100 per occurrence.

EXHIBIT A

Paragraph 6.3 – Quality Control Plan	Contractor shall submit to County a comprehensive Quality Control Plan.	Receipt of document	\$50 per day, after agreed upon due date.
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION/FEEES TO BE ASSESSED
Paragraph 6.4 – Contract Discrepancy Report	Contractor shall respond in writing via email within five (5) business days of receipt.	Receipt of document	\$50 on the sixth (6 th) day and \$25 per day after until a response is received.

CONTRACT EXHIBIT B

PRICING SHEET

EXHIBIT B Pricing Sheet

PROPOSER INSTRUCTIONS:

- Include all required tasks, deliverables, and services for each line item herein. All prices fully burdened and include, but not be limited to, all labor and administrative costs, travel, overhead, benefits, materials, and profit.
- Contractor will be compensated in accordance with Maximum Fixed Prices ("Fixed Price Amount(s)") specified in this Exhibit 10 (Pricing Sheet) for all Work performed under the Contract (with the exception of any Optional Work) as set forth in Appendix D/Exhibit A (Statement of Work and Attachments).
- Costs/Rates remain firm and fixed for the entire term of the Contract, including option years.
- Note: Contractor is not required to charge for every Deliverable.
- By submission, Contractor 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.

Task 1 Project Work Plan, as set forth in Section 4.1 of the SOW

Fixed Cost

INCLUDED

Task 1 is a Fixed Cost and part of your total cost proposal.

Task 2 Capture Street-level Images and LiDAR Point Cloud, as set forth in Section 4.2 of the SOW

Unit Price

Fixed Cost

- | | | | |
|----|--|---------|---------------------|
| a. | Price Per Mile - 1 to 10,000 mile project (assume 10,000 miles for evaluation) | \$80.00 | \$800,000.00 |
| b. | Price Per Mile - 10,001 to 15,000 mile project (assume 15,000 miles) | \$79.00 | \$1,185,000.00 |
| c. | Price Per Mile - 15,001 to 25,000 mile project (assume 25,000 miles) | \$78.00 | \$1,950,000.00 |

Task 2 is a Fixed Cost - calculate a Unit Price x 10,000 miles. Complete pricing for 2a, 2b, and 2c.

Task 3 Provide Hosted Solution, as set forth in Section 4.3 of the SOW

Fixed Cost

- | | | | |
|----|--|--|---------------------|
| a. | Initial Term: Four (4) Years, commencing execution | | \$300,000.00 |
| b. | 1st Option for Renewal - Four (4) Years | | \$300,000.00 |
| c. | 2nd Option for Renewal - Four (4) Years | | \$300,000.00 |
| d. | 3rd Option for Renewal - Four (4) Years | | \$300,000.00 |

Task 3 is a Fixed Cost - assume 10,000 miles for every 4-year term. Complete pricing for 3a, 3b, and 3c.

Total Cost if all three (3) option extensions of four (4) each are exercised:

\$900,000.00

Task 4 Extract Features from Imagery, as set forth in Section 4.4 of the SOW

Fixed Cost

- | | | | |
|----|--|--|----------------|
| a. | Schedule A 2.1 – Standard Feature Asset Extraction, as set forth in Attachment 2 | | \$1,500,000.00 |
| b. | Schedule A 2.2 – Enhanced Feature Asset Extraction, as set forth in Attachment 2 | | \$140,000.00 |

SUBTOTAL

\$1,640,000.00

Task 4 is a Fixed Cost - assume 10,000 miles.

Task 5 Provide ArcGIS Extension Software, as set forth in Section 4.5 of the SOW

Fixed Cost

INCLUDED

Task 5 is a Fixed Cost.

EXHIBIT B Pricing Sheet

Provide Technical Support, Documentation and Training, as set forth in 4.6 of the SOW		
Task 6	Hrly Rate	Fixed Cost
a. Technical Support (up to 20 hours)	\$0.00	\$0.00
b. Documentation		\$0.00
c. Training (Online Training- 16 hours of End-User, 6 hours of Admin User, and 12 hours of advance technical training for a total of 34 hours)	\$150.00	\$5,100.00
d. Optional-Online Training, replace training with customized online training (Same a C but customized)	\$200.00	\$6,800.00
SUBTOTAL		\$11,900.00
<i>Task 6 is a Fixed Cost. 6.a Technical Support is calculated at 20 hours of support x an hourly rate. 6.c Training and 6.d Optional-Online Training is calculated at 34 hours of training x an hourly rate. 6.b Documentation is to be calculated at a flat fee/fixed cost.</i>		

Task 7	Correct Image, LiDAR, and Feature Asset Deficiencies and Final Acceptance	N/A
	Covered Under Warranty Period	

Task 8	Reporting reference task	Fixed Cost
	Detailed usage and number of hits	INCLUDED
<i>Task 8 is a Fixed Cost.</i>		

Task 9	Provide Optional Work (Products, Services, Feature Asset Extractions), as set forth in Section 4.9 of the SOW	N/A
<i>Task 9 is for T9-OpProducts for Optional Products, T9-Opt Services for Optional Services, and T9-OpFeatAssetExtract for Optional Feature Asset Extraction.</i>		

Total Cost for Initial Term: **\$2,751,900.00**

Inclusive of: Task 1, Task 2a, Task 3a, Task 4, Task 5, Task 6, and Task 8

Total Cost if all three (3) option extensions of four (4) each are exercised: \$900,000.00

Total Contract Sum: \$3,651,900.00



Signature

November 21, 2024

Date

EXHIBIT B Pricing Sheet
T9-OpProducts

PROPOSER INSTRUCTIONS:

- If applicable, include costs for Optional Work Products, including but not limited to software, tools, images, and other products.
- Including a list of other products Contractor offers, with associated costs for each product listed.
- Costs/Rates must remain firm and fixed for the entire term of the Contract, including option years.
- NOTE: Contractor is not required to charge for every line item; mark "no cost" for such line items.
- By submission, Contractor 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.

Task 9	Optional Products, as set forth in Section 4.9.1 of the SOW	Cost
	Street Smart Elevation Tool (annual license fee)	\$5 per mile
	3D Point Cloud Viewer (annual license fee)	\$10 per mile
	Road Surface Analysis - ASMT (PCI)	\$185 per mile
	Road Surface Analysis - PASER	\$85 per mile

NOTE: descriptions provided in cost proposal narrative

EXHIBIT B Pricing Sheet
T9-OpServices

PROPOSER INSTRUCTIONS:

- If applicable, include costs for Optional Work Services, including but not limited to on-site implementation support, additional training, and other consulting services.
- Including a list of other offers, with associated costs for each item.
- Costs/Rates must remain firm and fixed for the entire term of the Contract, including option years.
- NOTE: Contractor is not required to charge for every line item; mark "no cost" for such line items.
- By submission, Contractor 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.

Task 9	Optional Services, as set forth in Section 4.9.2 in the SOW	Proposed Hourly Labor Rate
	Technical Support (Beyond Scope of Standard Services)	\$200.00
	Additional Training (Standard)	\$150.00
	Optional Online Training (Customized)	\$200.00
	On Location Training (Half Day [4 hrs])	\$400.00
	On Location Training (Full Day [8 hrs])	\$400.00

NOTE: descriptions provided in cost proposal narrative

EXHIBIT B Pricing Sheet
T9-OpFeatAssetExtract

PROPOSER INSTRUCTIONS:

- If applicable, include costs for Optional Work Products, including but not limited to extract additional asset features, identified in Exhibit A/Attachment 3, Schedule B 3.1 (Optional Feature Asset Extractions) .
- Provide associated costs for each asset listed.
- Costs/Rates must remain firm and fixed for the entire term of the Contract, including option years.
- NOTE: Contractor is not required to charge for every line item; mark “no cost” for such line items.
- By submission, Contractor 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.

Task 9		Optional Features Asset Extraction, as set forth in Section 4.9.3 in the SOW			
Asset	Asset Class	Attributes	Description	Optional Attribution (for additional cost)	Cost Per Mile (Assume 10,000 miles)
Sign Structure	Point (Ground-based)	Point Location	Number of signs on structure, Number of Posts	Condition Assessment (Good, Fair, Poor), Post Type (Metal U-channel, Metal Rounded, Wood, Mounted, Other)	\$16.58
Overhead Signs Structure	Point (Aerial-based)	Point Location and Vertical Clearance	Control clearance (Shortest distance from bottom of sign structure to road)		\$1.46
Traffic Light	Point (Aerial-based)	Point at the topmost of physical traffic light	Traffic control device with red, yellow, and/or green lamps		\$5.60
Bridge Structure	Point (Aerial-based)	Location and Vertical Clearance per lane line	Vertical Clearance per lane line or control clearance under entire structure per road bed	BIN number if provided, Facility Carried (Road bridge is on), Feature crossed (Road underneath Bridge), Horizontal clearance	\$1.06
Driveway	Line (Ground-based)	Lines representing edge of driveway	Two lines extracted at each edge of driveway where driveway meets roadbed going back ~20 feet into driveway		\$22.29
Wall	Line (Ground-based)	Line representing top of wall within ROW	Continuous concrete or brick structures found in ROW used to enclose or divide an area of land		\$7.42
Fence	Line (Ground-based)	Line representing top of fence within ROW	Continuous metal or wood structure with posts found in ROW and used to enclose or divide an area of land	Type (Wood, Chain link, Decorative)	\$9.33

EXHIBIT B Pricing Sheet
T9-OpFeatAssetExtract

Task 9		Optional Features Asset Extraction, as set forth in Section 4.9.3 in the SOW			
Asset	Asset Class	Attributes	Description	Optional Attribution (for additional cost)	Cost Per Mile (Assume 10,000 miles)
Transit Stops and Pads	Point (Ground-based)	Points representing transit Stops and Pads including bus Stops and Pads	Point feature denoting designated areas for a transit vehicle to pull over and pick up/drop off passengers	Type (Bench, Bench and Shelter, Other)	\$0.73
Cabinets	Point (Ground-based)	Points on above ground cabinets	Large metal structure with door & handle for access	Type (Traffic, Electric, Communications, Other)	\$3.56
Manholes	Point (Ground-based)	Points on manholes in streets	Large circular cap covering an access point for underground utilities	Type (Telecomm, Electric, Water, Sewer, Other)	\$6.86
Storm Drains	Point (Ground-based)	Points on Storm Drains and Catch Basins	Structure meant for excess water in roadway to drain into	Type (Valley Gutter Inlet, Curb Inlet, Grate Inlet)	\$5.68
Underground Substructure	Point (Ground-based)	Points for Underground Substructures	Small square or rounded structures to allow underground access to utility	Type (Water, Electric, Telecomm, Other)	\$6.08
Valves	Point (Ground-based)	Points on Ground Valves	Small circular caps meant to control water or gas flow for pipelines beneath surface of the road	Type (Water, Gas, Other)	\$7.75
Pedestal	Point (Ground-based)	Point on Ground Pedestals	Smaller above ground structure without access door. Are generally green and near residential housing		\$2.80
Vault	Point (Ground-based)	Point on Vaults	Large underground substructures capable of a person climbing down into		\$2.80

NOTE: does not include optional attributes; additional costs for optional attributes provided in Cost Proposal

CONTRACT EXHIBIT C

COUNTY'S ADMINISTRATION

CONTRACT NO. ITS-I10623-C

COUNTY'S CONTRACT PROGRAM DIRECTOR:

Name:	Christie Carr
Title:	Administrative Manager XIII
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Telephone:	(323) 267-3101
E-mail Address:	CCarr@isd.lacounty.gov

COUNTY'S PROJECT DIRECTOR:

Name:	Steve Steinberg
Title:	Senior Information Technology Specialist
Address:	9150 E. Imperial Hwy.
	Downey, CA 90242
Telephone:	(562) 955-3756
E-mail Address:	SSteinberg@isd.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	An Dang
Address:	9150 E. Imperial Hwy.
	Downey, CA 90242
Telephone:	(562) 955-3916
E-mail Address:	ADang@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name:	Bianca Najera
Title:	Contract Program Monitor
Address:	9150 E. Imperial Hwy.
	Downey, CA 90242
Telephone:	(562) 636-2031
E-mail Address:	BNajera@isd.lacounty.gov

COUNTY'S CONTRACTS ANALYST:

Name:	Brandy Corona
Title:	Administrative Services Manager II
Address:	9150 E. Imperial Hwy.
	Downey, CA 90242
Telephone:	(562) 359-2275
E-mail Address:	BCorona@isd.lacounty.gov

CONTRACT EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Cyclomedia Technology, Inc
CONTRACT NO. ITS-I10623-C

CONTRACTOR'S PROJECT MANAGER:

Name:	Connor Burns
Title:	Regional Sales Manager
Address:	8215 Greenway Blvd Suite 300
	Middleton, WI 53562
Telephone:	714.906.4402
E-mail Address:	cburns@cyclomedia.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	Bryan Mueller
Title:	Chief Administrative Officer - US
Address:	8215 Greenway Blvd Suite 300
	Middleton, WI 53562
Telephone:	510.900.5142
E-mail Address:	bmueller@cyclomedia.com

Name:	Darren Cottage
Title:	EVP of Sales - US
Address:	8215 Greenway Blvd Suite 300
	Middleton, WI 53562
Telephone:	510.900.5142
E-mail Address:	dcottage@cyclomedia.com

NOTICES TO CONTRACTOR:

Name:	Bryan Mueller
Title:	Chief Administrative Officer - US
Address:	8215 Greenway Blvd Suite 300
	Middleton, WI 53562
Telephone:	510.900.5142
E-mail Address:	bmueller@cyclomedia.com

CONTRACT EXHIBIT E
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 Cyclomedia Technology, Inc Contract No. ITS-I10623-C

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager. Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that, with the exception of Licensed Products, licensed to County pursuant to section 10.1.1.1 of the Contract, all Data Product, Documentation, Images, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, Contractor and Contractor's Staff 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, Contractor and Contractor's Staff 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 H2, 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.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE: 5 / 19 / 25

PRINTED NAME:

Bryan Mueller

POSITION:

Chief Administrative Officer - US

CONTRACT EXHIBIT F

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



CONTRACT EXHIBIT F

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.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 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

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names



CONTRACT EXHIBIT F



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.

CONTRACT EXHIBIT G1**G1 - CONTRACTOR'S ASSIGNMENT AND TRANSFER OF
COPYRIGHT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Bryan Mueller, Cyclomedia Technology, Inc a corporation ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("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 shall 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.

ITS-I10623-C

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____ for Digital Street-Level Data Services for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC)

dated _____, as amended by Amendment Number NA, dated NA

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

Bryan Mueller
Grantor's Signature

5/19/2025

Date

Grantor's Printed Name:

Bryan Mueller

Grantor's Printed Position:

Chief Administrative Officer

CONTRACT EXHIBIT G2
G2 - NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER
OF COPYRIGHT

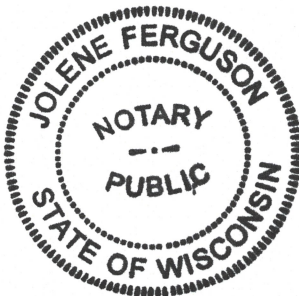
REQUIRED ONLY IF COPYRIGHT IS
TO BE REGISTERED WITH COPYRIGHT BUREAU

(To Be Completed by County and attached to G1)

STATE OF ~~CALIFORNIA~~ ^{WISCONSIN})
) ss.
COUNTY OF ~~LOS ANGELES~~ ^{DANE})

On May 19, 2025 before me, the undersigned, a Notary Public in and
for the State of ~~California~~ ^{WISCONSIN}, personally appeared Bryan Mueller,
personally known to me or proved to me on the basis of satisfactory evidence to be the
CAO of Cyclomedia Technology, Inc.
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.



Jolene Ferguson
NOTARY PUBLIC

CONTRACT EXHIBIT H

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

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

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

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

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

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

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

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

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey 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:

Frank Enriquez
Departmental Information Security Officer
9150 E. Imperial Hwy.
Downey, CA 90242
(562) 636-2039

FEnriquez@isd.lacounty.gov

IT Contracts Manager:

Octavio Sahagun
IT Contracts Section Manager
9150 E. Imperial Hwy.
Downey, CA 90242
(562) 940-2188
OSahagun@isd.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies

are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

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

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

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

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

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the

Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The 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** (\$2,000,000) 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 0 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.

CONTRACT EXHIBIT I

COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT

INSTRUCTIONS FOR REQUESTING SUBCONTRACT APPROVAL

1. GENERAL INFORMATION AND INSTRUCTIONS:

To obtain approval to use a subcontractor on a Contract with the County of Los Angeles, a Contractor must submit the documentation listed below for consideration by the County.

Submission of a "Request/Approval to Subcontract" form does not relieve the Contractor of any obligations stated in its Contract with the County of Los Angeles. Submission of a "Request/Approval to Subcontract" form DOES NOT GUARANTEE approval. Approval is only granted when so indicated and signed by the County's Designated Official in Section 4 of the "Request/Approval to Subcontract" form.

2. INSTRUCTIONS:

- ☐ Complete a "Request/Approval to Subcontract" form for each subcontractor. This form is to be completed by the primary Contractor who has signed a Contract with the County.
- ☐ Complete all the information in Sections 1 and 2, then read and sign Section 3.
- ☐ The request form must be signed by the Contractor's Owner, President, CEO or Authorized Official identified in Exhibit D (Contractor's Administration) of the Contract.
- ☐ Attach the "Request/Approval to Subcontract" form to a copy of the draft Subcontract, along with all appropriate documentation as indicated on this sheet and submit to the individual identified below.

3. REQUIRED DOCUMENTS

The following documents should be submitted with the "Request/Approval to Subcontract" form:

- ☐ Draft Subcontract agreement(s) between Primary Contractor and subcontractor(s) which includes at a minimum:
 - Agreement term
 - Services that will be subcontracted
 - How subcontractor will be paid
- ☐ A statement in the Subcontract incorporating specified Terms and Conditions.
- ☐ All Subcontract Exhibits completed, signed and incorporated into the Subcontract.
- ☐ Evidence of current insurance that meets contract requirements as identified in Sub-paragraph 8.24, General Provisions for All Insurance Coverage, of the Contract between the County and Contractor.
- ☐ An original Additional Insured Endorsement that meets contract requirements as identified in Sub-paragraph 8.24, General Provisions for All Insurance Coverage, of the Contract between the County and Contractor.

Submit the required documents to:

NAME: Brandy Corona	DEPARTMENT: Internal Services Department
EMAIL: Bcorona@isd.lacounty.gov	ADDRESS: 9150 E. Imperial Hwy, Downey, CA 90242

CONTRACT EXHIBIT I
COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

REQUEST/APPROVAL TO SUBCONTRACT

INSTRUCTIONS:

1. This form is to be completed by the contractor who has signed a Contract with the County and is requesting approval to subcontract.
2. Complete a separate request form for each subcontractor.
3. Complete Sections 1 and 2, and sign Section 3. This request form must be signed by the Contractor's Authorized Official, identified in Exhibit D, of the Contract between the County and Contractor.
4. Attach this form to a draft Subcontract intended to be signed by Primary Contractor and proposed subcontractor.
5. Submit Subcontract Package to County for approval. (See Instructions For Requesting Subcontract Approval).

SECTION 1: (CONTRACTOR INFORMATION)

Name of Primary Company:		Contract Number:
Company's Authorized Official:	Title:	Work Order Number (if applicable):
Company Address:	Phone Number:	Email:

SECTION 2: (SUBCONTRACTOR INFORMATION)

Name of Subcontractor:		
Company's Authorized Official:	Title:	Phone Number:
Company Address:	Phone Number:	Email:

SECTION 3: (TO BE READ AND SIGNED BY PRIMARY CONTRACTOR)

I understand that submission of this request does not relieve my company of any obligations stated in its Agreement with Los Angeles County. I understand that submission of this form DOES NOT GUARANTEE approval. Approval is only granted when so indicated and signed by the County's Authorized Official in Section 4 of this document. I further ensure that my company will abide by the terms and conditions as set forth in its Agreement with Los Angeles County.

Signature:

Title:

Date:

Section 4: (TO BE COMPLETED BY THE COUNTY'S AUTHORIZED OFFICIAL)

☐ SUBCONTRACT APPROVED

☐ SUBCONTRACT APPROVED – If denied, provide explanation:

Signature:	Title:	Date:



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+ Solicitation Detail

Solicitation Number:	ITS-I10623-C		
Title:	Digital Street-Level Data Services for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC)		
Department:	Internal Services Department		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	AERIAL PHOTOGRAPHY SERVICE		
Description:	The Los Angeles County Internal Services Department is soliciting Request for Proposals (RFP) for an agreement with an organization that can provide digital street-level data and related services for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC). The objective of this RFP is to establish a contract to obtain high resolution 360-degree digit street-level imagery and street-level Light Detection and Ranging (LiDAR) data of various areas within the County of Los Angeles, and provide a solution, including tools and integration capabilities, to enable access to the imagery and LiDAR data. Less		
Open Day:	9/12/2024	Close Date:	10/31/2024 2:00:00 PM
Contact Name:	Brandy Corona	Contact Phone:	(562) 359-2275
Contact Email:	bcorona@isd.lacounty.gov		
Last Changed On:	9/12/2024 4:43:33 PM		

Attachment
File (3) :

⊖ Click here to download attachment files.

File Name	Description	Type	Size	Last Update On	
RFP_DigitalStreetData.pdf	RFP_ITS-I10623-C	.pdf	2403936	09-12-2024	Download
AppdxB_ReqForms_Exhibit5.xlsx	Appendix B Required Form Exhibit 5	.xlsx	29680	09-12-2024	Download
AppdxB_ReqForms_Exhibit10.xlsx	Appendix B Required Forms Exhibit 10	.xlsx	31419	09-12-2024	Download



From: [Te-Hsien Lo](#)
To: [Brandy Corona](#); [EDL-ePROC_FUNC](#)
Cc: [Octavio Sahagun](#)
Subject: RE: Request for Multi-Commodity Email Blast
Date: Friday, September 13, 2024 10:42:05 AM
Attachments: [image003.png](#)

Hi Brandy,

The Multi Commodity Bid email has been sent for the indicated solicitation using the supplied commodity codes.

Total sent: 2204

Thank you,

Te-Hsien Lo
Information Technology Aide
Purchasing Program Section-eCAPS Help Desk
Purchasing and Contract Services
1100 N Eastern Ave
Los Angeles CA 90063
Email: tlo@isd.lacounty.gov



For eCaps Support [Click Here](#)

Check out our Internal New eCAPS Procurement User Portal

(http://camispnc.co.la.ca.us/PCS_eCAPS_KB)

From: Brandy Corona <BCorona@isd.lacounty.gov>
Sent: Friday, September 13, 2024 7:57 AM
To: Te-Hsien Lo <TLo@isd.lacounty.gov>; [EDL-ePROC_FUNC](#) <EDL-ePROC_FUNC@isd.lacounty.gov>
Cc: Octavio Sahagun <OSahagun@isd.lacounty.gov>
Subject: RE: Request for Multi-Commodity Email Blast

Good morning,

Thank you.

Brandy Corona
IT Contracts
Internal Service Department
Teams Number: (562) 359-2275
Work related emails-
MSP: MSP4ITC@isd.lacounty.gov
ODITS: ISD_ODITS@isd.lacounty.gov

Telecomm: Telecomm.contracts@isd.lacounty.gov
Community Broadband: Communitybroadband@isd.lacounty.gov
Note, I work a hybrid schedule. Email is the best way to reach me.



Speed. Reliability. Value. (SRV)

From: Te-Hsien Lo <TLo@isd.lacounty.gov>
Sent: Friday, September 13, 2024 7:42 AM
To: Brandy Corona <BCorona@isd.lacounty.gov>; EDL-ePROC_FUNC <EDL-ePROC_FUNC@isd.lacounty.gov>
Cc: Octavio Sahagun <OSahagun@isd.lacounty.gov>
Subject: RE: Request for Multi-Commodity Email Blast

Hi Brandy,

The Help Desk Ticket 7567 has been created for this request. We will follow up once it has processed or if we have additional questions.

Thank you,

Te-Hsien Lo
Information Technology Aide
Purchasing Program Section-eCAPS Help Desk
Purchasing and Contract Services
1100 N Eastern Ave
Los Angeles CA 90063
Email: tlo@isd.lacounty.gov



For eCaps Support [Click Here](#)

Check out our Internal New eCAPS Procurement User Portal
(http://camispnc.co.la.ca.us/PCS_eCAPS_KB)

From: Brandy Corona <BCorona@isd.lacounty.gov>
Sent: Thursday, September 12, 2024 4:44 PM
To: EDL-ePROC_FUNC <EDL-ePROC_FUNC@isd.lacounty.gov>
Cc: Octavio Sahagun <OSahagun@isd.lacounty.gov>
Subject: Request for Multi-Commodity Email Blast

Good afternoon eCAPS Team,

Please create a multi-commodity Email Blast for Digital Street-Level Data Services for the LAR-IAC RFP# ITS-I10623-C.

Description:

Contract Analyst with ISD Information Technology Contracts Section has requested to send an email blast for bid/RFP# ITS-I10623-C to vendors registered for the commodity codes listed below:

Commodity codes for email blast:

- 90504
- 90505
- 90510
- 91809
- 91812
- 91817
- 91855
- 92545
- 20654
- 96252
- 92033

Please contact me if you require additional information. Please provide a confirmation via email that the email blast was sent/completed.

Below is the language to include in the Multi-Commodity Email Blast for bid/RFP# ITS-I10623-C:

ISD issued a Request for Proposals (RFP) number ITS-I10623-C for Digital Street-Level Data Services for the Los Angeles Imagery Acquisition Consortium (LAR-IAC). The RFP is available for download on the "Doing Business with Us" website: [Doing Business With – Los Angeles County \(lacounty.gov\)](https://www.lacounty.gov/doing-business-with-us)

For questions, send email to Bcorona@isd.lacounty.gov.

Thank you for your assistance,

Brandy Corona

IT Contracts

Internal Service Department

Teams Number: (562) 359-2275

Work related emails-

MSP: MSP4ITC@isd.lacounty.gov

ODITS: ISD_ODITS@isd.lacounty.gov

Telecomm: Telecomm.contracts@isd.lacounty.gov

Community Broadband: Communitybroadband@isd.lacounty.gov

Note, I work a hybrid schedule. Email is the best way to reach me.



Speed. Reliability. Value. (SRV)

Community Business Enterprise (CBE) Program Information

FIRM/ORGANIZATION INFORMATION*		Cyclomedia Technology, Inc.												
BUSINESS STRUCTURE		Investment Firm												
RACE/ETHNIC COPOSITION														
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	N/A: There are no individual owners or partners.												
	Hispanic/Latino	N/A: There are no individual owners or partners.												
	Asian or Pacific Islander	N/A: There are no individual owners or partners.												
	Native Americans	N/A: There are no individual owners or partners.												
	Subcontinent Asian	N/A: There are no individual owners or partners.												
	White	N/A: There are no individual owners or partners.												
Total # of Employees in California		1												
Total # of Employees (including owners)		435												
COUNTY CERTIFICATION														
CBE (Minority, Women, Disadvantaged, Disabled Veteran, LGBTQQ)		N/A												
LSBE		N/A												
OTHER COUNTY CERTIFICATION (SE OR DVBE) OR CERTIFYING AGENCY		N/A												

On final analysis and consideration of award, vendors were selected without regard to race, creed or color.